TOWN OF BLUFFTON
BLUFFTON TOWN COUNCIL MEETING

ELECTRONIC MEETING

Tuesday, April 14, 2020 | 6 PM

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

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 March 17, 2020
2. Town Council Emergency Meeting Minutes of March 31, 2020

VI. Presentations, Celebrations and Recognitions

1. Fair Housing Month Proclamation – Mayor Sulka
2. Arbor Day Proclamation – Mayor Sulka
3. Child Abuse Prevention Month Proclamation – Mayor Sulka

VII. Public Comment*

VIII. Communications from Mayor and Council

IX. Communications from Town of Bluffton Emergency Manager, Captain Scott Chandler

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

X. Workshop Agenda:

1. Discussion Relating to Residential Solid Waste and Recycling Collection Services – Bryan McIlwee, Director of Engineering

XI. Formal Agenda:

1. Consideration of an Emergency Ordinance Authorizing the Town Manager to Extend the Deadline for Payment of Business License Renewals, Hospitality Tax Payments and Accommodations Tax Payments and to Waive Late Fees on Payments due and not Paid between April 1,2020 and June 1,2020 until June 1, 2020 – Chris Forster, Director of Finance and Administration

2. Consideration of a Resolution Amending the Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton to Incorporate an Introduction Outlining Possible Considerations for Conveyances, a Real Estate Transaction Table and Checklist, and Add References to the Growth Framework Map as Appropriate – Heather Colin, Director of Growth Management

3. Consideration of Approval of an Amendment to the Master Plan for Property Referred to as Pinecrest within the Buckwalter Planned Unit Development for Purposes of Modifying a Portion of Pinecrest Way to One-Way Traffic Westbound Only from Pinecrest Amenity Parking Lot to Masters Way – Heather Colin, Director of Growth Management

XII. Consent Agenda:

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

2. Consideration of a Resolution to Affirm April as a Fair Housing Month Affirming the Continued Dedication of the Town of Bluffton to Fair Housing Principles and Regulations Established by the State of South Carolina and the United States Federal Government – Kevin Icard, Planning and Community Development Manager

3. Consideration of a Resolution to Authorize the Installation of "No Parking" Signs on a Portion of Lawrence Street – Bryan McIlwee, Director of Engineering

4. Consideration of a Resolution Authorizing the Renewal of a Memorandum of Agreement between Beaufort County and the Town of Bluffton Regarding the

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Sharing of Responsibility of Minimum Control Measures Required in the National Pollution Discharge Elimination System Permit Requirement for South Carolina Permit # SCR030000 – Bryan McIlwee, Director of Engineering

5. Consideration of Proposed Contractual Agreement Relating to the Calhoun Street Dock – Bryan McIlwee, Director of Engineering

6. Consideration of a Resolution to Authorize the Installation of "No Parking" Signs on a Portion of Calhoun Street at its terminus, Restricted Parking for Limited Times at Calhoun Street Adjacent to the Church of the Cross and "3 Hour Parking" on a Portion of Calhoun Street Adjacent to the Wright Family Park – Bryan McIlwee, Director of Engineering

XIII. Adjournment

*Public Comments may be submitted electronically via the Town's website at (https://bit.ly/TOBPublicComment). 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 EMERGENCY MEETING MINUTES

ELECTRONIC MEETING
March 31, 2020

Mayor Sulka called the meeting to order at 6:00 p.m. Council members present were Fred Hamilton, Larry Toomer, Bridgette Frazier, and Dan Wood. Town Manager Marc Orlando, Deputy Town Manager Scott Marshall, Town Clerk Kimberly Chapman, Chief of Police Chris Chapmond, Emergency Manager Captain Scott Chandler and Town Attorney Terry Finger were also present.

Pledge of Allegiance and Invocation were given by Mayor Sulka.

Adoption of Agenda:

Wood made a motion to adopt the agenda as presented. Toomer seconded. Mayor Sulka took roll call and all were in favor – the motion carried unanimously.

Public Comment:

Carol Weir, 21 Park Circle, Bluffton - Thank you for your service to our community, especially at this difficult time. I would like to ask you to please implement a shelter in place order and enforce it with the Bluffton Police Department. Teenagers are not respecting the current guidelines for social distancing. They are having sleepovers, pool parties and football games. They are bored because they're out of school and are driving around town in full carloads. I know because I'm the parent of two teenagers who are resentful because they are not allowed to do this but their friends are. Please, for the good of all, shut down this activity with a shelter in place order and enforce it. History will be on your side.

Karen Bartlett (kbartlerr1@gmail.com),Bluffton

Iris Carpitella (pbgiris@hotmail,.com), Bluffton

Kathy Campbell (kcampbell312006@sbcglobal.net), Bluffton

Please vote for a "shelter in place" order in Bluffton. There are several reasons why this is critical:

1) the large percentage of older population in Bluffton.

2) the virus is spreading, it has not peaked, and we have the opportunity to slow it down if we act now,

3) evidence: look at the northern cities that did not react with stricter guidelines immediately- they are overwhelmed.

4) we have limited hospital capacity in Beaufort county

5) we still have tourists arriving from out of state

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Please vote for "shelter in place," an inconvenience now to prevent this from becoming a catastrophe in our community.

Sue Brown, (susanb0917@gmail.com) Bluffton - I am writing to provide my opinion that a shelter in place should be enforced. My husband and I are in our 60's and moved to Bluffton from NJ three years ago. We have 3 grown children and 4 grandchildren in NJ and MD who are all sheltering in place and it is terrifying for us to watch from afar. They are obviously concerned about us down in SC after seeing the reports of visitors from the Northeast being in our area. We have been at home and only go to the store when absolutely necessary. We walk our dog in the park in our development for fresh air and exercise but move a good distance away from the few people that cross our path.

We have seen what is happening to our family and friends up north and feel helpless. They are also doing the right thing by not coming to SC. They do not want to take the chance of carrying it to us if they are asymptomatic. Unfortunately, I can say we have witnessed many others not social distancing and going about their day as per normal in our own development.

Please don't make this another hot spot by not doing the right thing. The lives of the residents of Bluffton and HHI are more important than the revenue generated by tourism. It is terrifying to worry about catching Corona virus in this area when there are way too many people compared to hospital capacity. Our leaders need to take the bull by the horns and put a shelter in place whether it is local or state.

I am ashamed to say we live here when friends and family ask what is being done to keep us safe. Again, do the right thing.

Eric Shaw (ericscotshaw@icloud.com) Bluffton - My son and I are proud residents of Bluffton, with my young daughter residing on Hilton Head with her mom. I have visitation at my home 3x a week. I'm an Emmy winning TV writer and former published medical researcher writing with a simple request on behalf of the many single parents: *Should* Governor McMaster or **local leadership** invoke a more rigid safer-at-home/shelter-in-place order in the coming days, please add clear language to an announcement that provides explicit permission to maintain door-to-door child visitation. It's in the child's best interest while not adding medical risk (household-to-household, Mom-to-Dad). I'm unsure, frankly, if such a safer-at-home order would even temporarily modify existing visitation orders, but I can tell you that some parents will use it as an opportunity to cause distance with their exes. Please don't allow this.

I have shared this concern with local Mayors and Councilmembers but share with this you to ask that language be inserted, and the issue be raised. I attach a nicely written order as an example from a Weston, Florida family member - how easy would it be to add a lone bullet point (or clarify their "care for or support" a family member wording to "care for, support, or continue door-to-door child visitation") to anything created in Bluffton or Beaufort County?

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In short, if you can go to Publix for necessities, I shouldn't have a new issue in seeing my daughter for door-to-door visitation.

Please Note: The attachment sent is included below.

"Safer at Home" Order to Take Effect Tonight

The City of Weston has issued Emergency Order 2020-05 ("Safer at Home" Order) effective at 12:01 a.m. on March 26, 2020.

The "Safer at Home" Order calls for residents to restrict outings to essential business only and allows for other specific essential tasks. Some examples of what you can and cannot do under this new order:

YOU CAN:

- Go to the grocery, convenience or hardware store
- Go to the pharmacy
- Visiting a health care professional for medical services that cannot be provided virtually (call first)
- Go to a restaurant for take-out or drive-thru
- Care for or support a family member or friend
- Take a walk, ride your bike, jog and be outdoors for exercise — with at least six feet between you and others
- Walk your pets and take them to the veterinarian
- Help someone to get necessary supplies
- Receive deliveries from any business which delivers

YOU SHOULD NOT:

- Go to work unless you are providing essential services as defined by the Order
- Visit friends and family if there is not an urgent need
- Maintain less than 6 feet of distance from others when you go out
- Visit loved ones in the hospital, nursing home, skilled nursery facility or other residential care facility, except for limited exceptions listed on the facility websites
- Travel except for activities related to medically necessary or essential services

Exceptions include driving to a job that's considered essential -- such as repair work, restaurant help or staffing a supermarket. First responders, government and emergency and/or medical personnel are also exempt.

This order defines the observance of social distancing practices and measures that any business exempt from closing will need to follow. Businesses are also responsible for prohibiting sick employees to enter the workplace.

Janice Robinson, (janicerobinson187@gmail.com), Cypress Ridge, Bluffton –The town of Bluffton needs to stop the building in the Reserve At Cypress Ridge. There are dozens of people building homes right next to each other with no social distancing occurring and it is not an essential service.

Kristina Hacker (krissyeiualum@icloud.com),Bluffton - As a nurse on the frontlines I want to assure you that all we healthcare workers are tirelessly working to prevent the spread of the Corona Virus and save lives. It is definitely a frightening time on the frontlines, but we are pushing through. As you may have already heard the Mayors of Savannah and Charleston have issued the "Stay Home" order to further prevent the spread of virus from being passed person

to person in their communities. As a responsible resident I feel the need to ask our Mayors, "How come our towns are not activating the "Stay Home" order? Do we not have confirmed cases? Are you doing the most you can to help protect us from this invisible enemy? If we already know that such an order would further protect us, why is it not being implemented in our cities? The known consequences of the Coronavirus have already devastated many families, communities, and countries across the globe. Isn't it our ethical responsibility to make sure we do our part in the fight? As residents and citizens of the beautiful land of the free, I am urging each and every one of you to help me reach our elected officials to request that the "Stay Home" order be put in place to protect us NOW! We need to do the right thing in order to get ahead of this.

Communication and Updates:

Mayor and Council Update:

Wood stated that citizens are doing a fabulous job at heeding the Governors word; police department is doing a great job at looking out for elderly; if anyone needs anything, he asked that they please reach out to Town Council. Wood stated that he knows that Bluffton will get through this challenging time.

Hamilton stated he agreed with Wood's statements about how the citizens of Bluffton are being progressive thinkers and taking care of each other; Hamilton offered his contact information to citizens via email and mobile phone number; stated that daycare centers should not remain open.

Toomer stated that this is a time of uncharted waters and there will be decisions that must be made that everyone will not be happy about, but we must do all we can for our families and community to keep everyone safe and healthy. Toomer asked for patience and understanding during this time. Toomer stated that the staff in hospitals are working hard and facing challenges and that understanding, and an open mind are needed.

Frazier thanked citizens for patience; asked that everyone continue to adhere to the Governor's guidelines and not give into hysteria. Frazier asked that citizens only share information from creditable sources and to not discriminate against out of state tags and be respectful; use the time to come together and not distance ourselves from each other.

Sulka shared two phrases that reflects what all of Council has shared; "Benefit Over Burden" and "Stay Home, Stay Safe"; stated that we all have to be unified in what we do and will enforce the orders of the Governor so that our police department and sheriffs office can enforce; pleased with the Governors list of businesses that should be closed and that the information was very clear; thanked the local businesses for following what has been asked and stated that the Town is looking at resources and ways to thank and help local businesses.

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Town Manager Update – Marc Orlando:

Orlando began by stating that the Town of Bluffton has a well prepared and dedicated team and that his top priority is the health and safety of the staff and community.

Orlando stated:

- The extension of the tax compliant deadline has been moved to June 1st per the Governors Executive Order 2020.11. This extension affects state income tax, accommodations tax, hospitality tax, and in addition the Town of Bluffton put in place an extension of business license payments at this time. Local taxes or property taxes have not been addressed by the South Carolina Department of Revenue or the Governor at this time.
- Social Distancing Order is in place per Executive Order 2020.12.
- Required self-quarantine for individuals traveling to South Carolina from high risk areas consisting of New York, New Jersey, Connecticut, New Orleans and other hot spots (Executive Order 2020.14).
- The Town has contacted all short-term rental business license holders by sending letters and making phone calls and commercial lodging businesses with a copy of the State flier addressing the 14-day quarantine requirement.
- Palmetto Bluff is not accepting any reservations from the hot spot areas in their home rental program. Montage Palmetto Bluff is closed.
- Closure of State Waterways (Executive Order 2020.16) – The Oyster Factory Park, dock and boat ramp are all closed. Calhoun Street dock is closed. All other County ramps and docks are closed.
- Closure of non-essential business and facilities as defined by the order, including the closure of recreational and athletic facilities including activities on commercial or public playground equipment (Executive Order 2020.17); a list is provided on the Town of Bluffton Government social media page. If a business is not explicitly listed in the Governors order, then the business should continue normal operation until clarification is obtained via the contact number in the executive order for questions.
- The Town of Bluffton Council passed an Emergency Ordinance Suspending the Normal Operating Procedures of 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 and to Temporarily Suspend the Operation Deadlines Imposed upon the Town and to Extend Tax Compliance Deadlines on March 17, 2020.
- The Town of Bluffton Council passed a Proclamation Imploring all Residents and Visitors of the Town to Strictly Comply with the Governors Executive Order 2020.13 to Follow all Social Distancing Requirements to Minimize the Spread of COVID-19 on March 27, 2020.
- The Town of Bluffton Council passed a Proclamation Calling upon Governor Henry McMaster to Issue a Mandatory Stay at Home Order for the State of South Carolina for

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Such a Period of Time as May be Deemed Necessary and Appropriately by the State of South Carolina Department of Health and Environmental Control on March 27, 2020.

- There will be an April Town Council on April 14th and a Planning Commission Meeting on April 22nd; all other Town of Bluffton public meetings have been cancelled through April 30th.
- Operationally we are aligned with Beaufort County and their Emergency Management Department.
- All Town of Bluffton general business is open except for municipal court. Access to the public has been discontinued for the time being, however, there are drop boxes located outside of Town Hall that are being monitored several times daily.
- Don Ryan Center for Innovation staff is helping navigate small businesses during this time and working with Beaufort County Economic Development Corporation.
- Public Works is continuing to monitor Town facilities.
- 50% of the Town of Bluffton workforce is working remotely and several more are working mobile (such as business inspectors).
- All Town facilities and park are wrapped with blue ribbons to recognize first responders and medical staff.
- All Town parks will be closed to the public beginning at 7 a.m. on April 1st.
- Suggested the Facebook Resiliency Tool Kit to connect with chambers, bankers and each other.
- Stated that staff has instituted a culture of infection control.
- Stated he and Staff are currently working on FY21 Budget.

Orlando expressed sincere thanks to the Emergency Management and the Police Department, to Town Council.

Finger addressed the question of why the Town of Bluffton has not issued a local "Shelter in Place Order" with local enforcement. Finger stated that only the Governor can issue such an order and even though other jurisdictions have issued such orders in our area, it remains the Town of Bluffton's legal teams' opinion that these are not enforceable. The Attorney General's recent opinions in the past week indicate that the sole and exclusive power for such orders are with the Governor. It is at the opinion of legal, that the Town of Bluffton not embark upon a course of action to invoke such an ordinance which is clearly unconstitutional and could potentially lead to significant liability when we may or may not have insurance under the insurance reserve fund.

<u>Chief of Police Update – Chris Chapmond:</u>

Chapmond stated that he was thankful for Council's leadership during this crisis. Stated that we have a great team and that they are working very hard to guide the Town through the COVID-19 situation. Chapmond stated that the Bluffton Police Department is working side by side with Beaufort County Emergency Management Department.

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Chapmond also stated:

- The Bluffton Police Department is using best practices and is in touch with local law enforcement partners daily.
- He is speaking with other Chiefs in "hot spot" areas regarding best practices.
- Ensuring that the Police Department is safe and supplying them with proper medical equipment.
- Additional medical/safety equipment is expected to be delivered to the Police Department.
- The Town is monitoring Staff's health by temperature and symptom checks.
- The Police Department is staying in touch with community through the "Care Program" and reading books to the kids daily through social media, checking in on local businesses, assisting Beaufort County School District in the feeding program by handing out meals.
- Urged citizens to stay at home and only get their information from credible sources.
- The non-emergency number for those with non-emergency concerns is 843.524.2777.
- Bluffton Police Department is seeking guidance from the Town of Bluffton's legal team and the Attorney General daily regarding the Governors Executive Orders.
    - Social Distancing - Officers are monitoring activity and if they see issues while out in the community, they are explaining what "social distancing" means and citizens are complying. Officers are also monitoring local businesses and helping to educate the staff and management of those businesses.
    - Quarantine of Visitors from Out of State – 3 step protocol has been put into place and is consistent with other local law enforcement agencies; if an officer encounters and out of state resident and they meet the criteria of the Governors Executive Order, that individual(s) will be issued a quarantine notice and request that they quarantine in place for 14 days. This information is input into the computer and if those individuals and they are in violation of the quarantine, then the officer is given the discretion to issue a citation at the point if needed.
    - Closure of Waterways Through Access of Docks and Beaches – Officers are using discretion and the ramps and docks are being monitored; signage has been placed and the Bluffton Police Department will continue to educate citizens along the way.
    - Non-essential Business Closures – Police Department will make contact with businesses listed in the Executive Order and send out information via social media and will also provide information on how to contact the Commerce Department with specific questions.

<u>Emergency Manager Update – Captain Scott Chandler</u>

- Joint Information Center Report is a cumulative gathering of information of the day and is released through social media platforms.

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- Daily contact with State partners such as law enforcement, chambers of commerce, hospitals, and utility companies.
- Town of Bluffton and Bluffton Police Department has dedicated staff and the main goal is to keep the community safe and informed.

Town Council Discussion:

Sulka asked that a list of non-essential businesses be listed online.

Comments from the meeting on Facebook will be addressed and answered.

Adjournment:

Hamilton made a motion to adjourn. Frazier seconded. The meeting adjourned at 7:13 p.m.

_____ _____

Lisa Sulka, Mayor Kimberly Chapman, Town Clerk

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BLUFFTON TOWN COUNCIL MEETING MINUTES
March 17, 2020

Mayor Sulka called the meeting to order at 6:00 p.m. Council members present were Fred Hamilton, Larry Toomer, Bridgette Frazier, and Dan Wood. Town Manager Marc Orlando, Deputy Town Manager Scott Marshall, Town Clerk Kimberly Chapman, Director of Growth Management Heather Colin, and Town Attorney Terry Finger were also in attendance.

Pledge of Allegiance and Invocation were given by Councilman Hamilton.

Adoption of Agenda:

Frazier made a motion to adopt the agenda with the addition of an Emergency Ordinance Temporarily Suspending the Normal Operating Procedures of the 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 Ordinance as Item IX.2 Wood seconded. The motion carried unanimously.

Adoption of Minutes:

Town Council Regular Meeting Minutes of February 11, 2020.

Toomer made a motion to adopt the minutes of February 11, 2020 as presented. Hamilton seconded. The motion carried unanimously.

Public Comment:

Sharon Brown, 163 Buck Island Road, Bluffton – Thanked the Town for putting together the past meetings of the Buck Island Simmonsville Road Improvement Committee; stated that the Town has an agreement with the Bluffton Eagles Field Action Committee and that Town Council identified the upgrade of Bluffton Eagles Field in the 2016 Strategic Plan as a high priority; stated that the Town has a partnership with the organization and asked if the Town can reach out to assist the Bluffton Eagles Field Action Committee to help make the park what it was originally intended to be. Brown also stated that the agreement states that the Committee must provide documentation to the Town of Bluffton yearly of their corporate and 501c3 IRS status; stated that the organization's status has been suspended several times and feels that

there should be repercussions and follow-up. Brown states that she has reached out to the Eagles Field Action Committee to determine what their plans are to better the park and they have refused to meet with her, therefore, she requests Town assistance to the Bluffton Eagles Field Action Committee be transparent and improve the field. (Brown emailed photos to Council of the current condition of the Field, which are attached to the minutes and on file in the Town Clerks office.)

Communications from Mayor and Council:

Mayor Sulka stated that the meeting was streaming on Facebook Live and hoped that people were able to watch from home. Asked that people stay in touch with what is going on with the COVID-19 pandemic and that people stay safe and stay home for the fifteen days that have been requested by President Trump.

Workshop Items:

Discussion Regarding Use of Town Operated Public Amenities – Scott Marshall, Deputy Town Manager

Marshall stated that there are three Town-operated venues that are available for rental, with the associated rental fees established in the Town's Master Fee Schedule, adopted annually as part of the Fiscal Year Consolidated Budget.

1. Rotary Community Center at Oscar Frazier Park.
2. Field of Dreams at Oscar Frazier Park, not inclusive of the recently constructed pavilion.
3. Oyster Factory Park.
    a. West Side, not inclusive of the Garvin-Garvey House.
    b. East Side.

The following venues are currently not available for rental and do not have any fees associated with their use in the Town's Master Fee Schedule:

1. Wright Family Park.
    a. Passive park currently under construction.
    b. Established hours of operation are sunrise to sunset.
    c. Alcohol, smoking and fireworks are strictly prohibited.

2. Dog Park at Oscar Frazier Park.
    a. Established hours of operation are sunrise to sunset.
    b. Alcohol and fireworks are prohibited, unless a permit has been granted. Smoking is prohibited.

3. Dubois Park.
    a. Established hours of operation are sunrise to sunset.

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b. Alcohol and smoking are strictly prohibited. Fireworks are prohibited, unless a permit has been granted.

4. Martin Family Park.
    a. Established hours of operation are sunrise to sunset.
    b. Alcohol and smoking are strictly prohibited. Fireworks are prohibited, unless a permit has been granted.

5. Ulmer Auditorium.
    a. There are no established hours of operation.
    b. Town has a license agreement with May River Theater.

6. New Riverside Park.
    a. Still pending Conceptual Plan approval and funding for construction.

7. Public Park at Buckwalter Place Commerce Park, not inclusive of the Veterans Memorial.
    a. Construction nearly complete.

Marshall stated that pending the direction of Town Council, staff will incorporate the necessary additions to the Town's Master Fee Schedule as part of the FY21 Consolidated Budget Adoption Process and that administrative procedures would need to be adopted and implemented as necessary to accommodate adding to the list of rentable Town-operated venues.

Council requested that the Dog Park be kept as it currently is, with no consideration for rentals.

Council requested that DuBois Park be kept as it currently is, but that Staff investigate options such as signage and tracking due to overflow from Martin Family Park.

Council requested that Martin Family Park be added to the fee schedule. The Town will limit the number of times the park can be rented and make exceptions in regard to park hours and alcohol usage with special event permits.

Council requested that Staff wait until the Wright Family Park and New Riverside Park are completed before making any decisions on operations.

Council requested that the public park at Buckwalter Place/Veteran's Memorial be added to the fee schedule.

Council requested that Ulmer Auditorium be revisited once the May River Theatre completely moves back in and requests for usage be tracked to determine if there is a need to add it to the fee schedule in the next budget cycle.

<u>Discussion and Direction on Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 4 – Zoning District, Including Uses by Districts</u>

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(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) – Heather Colin, Director of Growth Management

On May 8, 2018, the Town of Bluffton Town Council approved a Resolution adopting the Strategic Plan for Fiscal Year 2019-20. 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 manage growth. This "calibration of land uses" includes recommending: 1) two new land uses (storefront manufacturing and storehouse manufacturing) with use conditions; 2) elimination of mini-warehouse or self-service storage facilities as a conditional use in the General Mixed (GM) Use District and changing it from a permitted use to a conditional use in the Light Industrial (LI) District; and, 3) improvements 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.

Feedback from the Don Ryan Center for Innovation (Don Ryan Center) regarding amendments to the Unified Development Ordinance (UDO) was also obtained which identified breweries and distilleries as desirable land uses that support Economic Development and Community Quality of Life. Staff has contact John O'Toole with Beaufort County Economic Development Corporation and Ashley Feaster with Palmetto Electric Cooperative to receive their feedback as it relates to economic development strategies. To support a broader range of potential businesses with operational characteristics like breweries and distilleries (i.e., low intensity manufacturing), storefront and storehouse manufacturing is 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 2) 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 is 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

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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 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**). The following change is proposed: a) To refine the introductory paragraph. 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. Additionally, limited outdoor activities may be possible for the storehouse manufacturing use if screening is provided. Storefront manufacturing should also incorporate a traditional shopfront appearance.

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

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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.

Feedback from Council included that Staff explore language to eliminate mini warehouses and self-storage facilities in light industrial districts and allow only in PUD agreements.

<u>Discussion and Direction on Amendments to the Town of Bluffton Code of Ordinance, Chapter 23 – Unified Development Ordinance, Article 5 – Design Standards, General Standards Related to Historic District Architectural Design – Heather Colin, Director of Growth Management</u>

The proposed amendments are intended to fix 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 Unified Development Ordinance (UDO), allow additional flexibility in some instances (e.g., more material choices), and reduce minimum lot widths for all permitted building types to not less than 50 feet. These amendments were discussed at a Historic Preservation Workshop on May 1, 2019 and are representative of the comments provided.

This HPC and Planning has reviewed the following but once reviewed and approved by Town Council, it will go through a public hearing and two readings before Town Council.

UDO Amendments: Article 5, Design Standards		
Sec. 5.15: Old Town Bluffton Historic District		
Section	**Why Amendment is Proposed**	**Amendment**

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UDO Amendments: Article 5, Design Standards		
General Standards Related to the Various Zoning Districts		
Section 5.15.5 (General Standards)	The phrase "and parking" is added as a site element that could affect residential density, in addition to other elements.	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)	All references to "Town Architect" are to be amended throughout the UDO to "UDO Administrator" as a Town Architect does not exist. "Transect Zone" is corrected to "District."	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 District ~~Transect Zone~~. Building types not specifically listed shall be regulated by the following general requirements:
Section 5.15.5.A (Neighborhood Core-HD)	At the request of Town Council, minimum lot sizes for applicable building types are amended to be no less than 50 feet in width.	Lot Width Main Street Building: ~~30'~~ 50' – 100' Commercial Cottage: ~~30'~~ 50' – 75' Live-work Sideyard: ~~35'~~ 50' – 65' Additional Building Type: ~~30'~~ 50' – 100'
Section 5.15.5.B (Neighborhood Center-HD)	Scrivener's error correction regarding name of district	Neighborhood ~~Core~~Center Building Type Requirements:
	All references to "Town Architect" are to be amended throughout the UDO to "UDO Administrator" as a Town Architect does not exist. "Transect Zone" is corrected to "District."	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 District ~~Transect Zone~~. Building types not specifically listed shall be regulated by the following general requirements:

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UDO Amendments: Article 5, Design Standards

<table>
<tr><td></td><td>At the request of Town Council, minimum lot sizes are amended to be no less than 50 feet in width. Only affected building types shown.</td><td>Main Street Building: ~~40'~~ 50' – 80'

Commercial Cottage: ~~30'~~ 50' – 60'

Live-work Sideyard: ~~40'~~ 50' – 60'

Cottage: ~~30'~~ 50' - 60'

Village House: ~~40'~~ 50' - 60'</td></tr>
<tr><td>Section 5.15.5.C (Neighborhood General-HD)</td><td>All references to "Town Architect" are to be amended throughout the UDO to "UDO Administrator" as a Town Architect does not exist. "Transect Zone" is corrected to "District."</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></td><td>Use of building should be more flexible; it is proposed that mandatory mixed-use not be required and that two additional building types be permitted in the district. The amended language relates to the addition of the two new building types.</td><td>1. ~~Mandatory~~ Residential, Commercial and Mixed 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.
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. These commercial properties may have retail shopfronts or have awning/marquees or colonnades/arcades and be at grade, in accordance with this Ordinance.</td></tr>
<tr><td></td><td>Live-Work Sideyard and Commercial Cottage building types are proposed to be added as additional building types. Would allow commercial uses to be in building types other than residential. Development standards included.</td><td><table>
<tr><td></td><td>Front Build-to</td><td>Lot Width</td><td>Front-age</td><td>Rear SB</td><td>Side SB</td><td>Height</td></tr>
<tr><td>Live-Work Sideyard</td><td>10'-20'</td><td>50'-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>50'-100'</td><td>N/A</td><td>25'</td><td>10'</td><td>1-1.5</td></tr>
</table></td></tr>
</table>

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UDO Amendments: Article 5, Design Standards		
	At the request of Town Council, minimum lot sizes are amended to be no less than 50 feet in width. Only affected building types shown.	Cottage: ~~40'~~ 50' - 60' Sideyard House: ~~40'~~ 50' - 65' Additional Building Type: ~~40'~~ 50' – 100'
Section 5.15.5.D (Neighborhood Conservation-HD)	All references to "Town Architect" are to be amended throughout the UDO to "UDO Administrator" as a Town Architect does not exist. "Transect Zone" is corrected to "District."	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 District ~~Transect Zone~~. Building types not specifically listed shall be regulated by the following general requirements:
Section 5.15.5.E (Riverfront Edge-HD)	At the request of Town Council, minimum lot sizes are amended to be no less than 50 feet in width. Only affected building types shown.	Cottage: ~~40'~~ 50' - 60' Additional Building Type: ~~40'~~ 50' - 100'
	All references to "Town Architect" are to be amended throughout the UDO to "UDO Administrator" as a Town Architect does not exist. "Transect Zone" is corrected to "District."	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 District ~~Transect Zone~~. Building types not specifically listed shall be regulated by the following general requirements:
General Standards		
Section 5.15.5.F.1.e (Building Height-Half Story)	There are two definitions of "Half Story"; one in this section, and the other within Article 9. This defintion will be consistent with the one provided in Article 9.	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.

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UDO Amendments: Article 5, Design Standards		
Section 5.15.5.F.4 (Building Composition-Chimneys)	It is recommended that "chimneys" be added as there is a relationship between building proportion, building features and the size of a chimney	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)	Proposed to be removed in its entirety to avoid duplication with the review of the Fire Marshal. Replace this sub-section with "Service Yards" (below).	~~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)	Standards for Service Yards are proposed for improved screening.	10. Service Yards. Service yards may be built to conceal trashcans, air condition equipment, pool equipment, above ground propane tanks, lawn equipment, and other service related items. Service yards shall be located in side or rear yards, away from all public vantages, and screened from neighboring properties. 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 so as to not be visible from the street. f. Utility meters shall be screened from public view.
Architectural Standards		
Section 5.15.6.E.1 (Awnings and Marquees)	Proposed to be amended to include: 1)Neighborhood Center HD zoning district; 2) to not require marquees and awnings to be erected forward of the Build-to-Zone because of problems related to zero lot line requirements.	c. Length = 25% to 100% of Building Frontage (~~F~~for 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.

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UDO Amendments: Article 5, Design Standards		
Section 5.15.6.E.2 (Balconies)	An increased porch depth is more consistent and compatible with existing historic structures, but discretion is also recommended to allow the HPC to review proportionality on an individual building basis.	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)	The amendment indicates that, if a balcony is proposed, it shall extend no less than 25% of the Building Frontage.	c. Length = No less than 25% ~~to 100%~~ of Building Frontage. (for all building types in all zones, except single family residences).
Section 5.15.6.E.5.d (Porches)	WHY IS THIS PROPOSED TO BE DELETED.	~~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)	Amendment proposed to re-title the section to include roof appurtenances and penetrations, including standards related to each to ensure that they are as inconspicuous as possible. Both HPC and PC recommended that kitchen vents and other service elements be included.	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 pre-fabricated 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 be painted to match the color of the roof.

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UDO Amendments: Article 5, Design Standards		
Section 5.15.6.F (Architectural Elements)	A variety of amendments are proposed based on input received from the HPC and PC.	2. General Requirements: The following shall be located in rear yards/elevations, or in sideyards/elevations 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.
Section 5.15.6.F. 4. (Prohibited Materials)	Both HPC and PC recommended greater flexibility in appropriate building material choices, including allowing plain wire meshing as it is often used to create "living" fences with vegetation and certain wood composite material. Electric fences are proposed to not be permitted.	4. The following are prohibited: a. Undersized shutters (the shutter or shutters must be sized so as 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 coming into contact with 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)	The amendments in this section include: 1) correcting minor grammatical errors; and, 2) allowing tabby as a permissible construction and finish material.	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.).

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UDO Amendments: Article 5, Design Standards		
Section 5.15.6.G (Columns, Arches, Piers, Railings, Balustrades)	Amendments are proposed to: 1) correct grammatical issues; 2) provide a measurement for spacing of columns; 3) allow tabby as a finish material; and 4) provide additional requirements for the column bases, trim and beams located above columns.	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, 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 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 the neck of the column. f. Column base or trim are not permitted to overhang the porch or stoop.

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UDO Amendments: Article 5, Design Standards		
Section 5.15.6.I (Windows and Doors)	The HPC and PC recommend more flexibility for window and door materials, especially with the improvement of wood composite materials. They believe that wood composite could be permissible in Old Town Bluffton if 1) the structure is not contributing; and, 2) the UDO Administrator determines the composite material is of high quality and will not conflict with the character of the Historic District.	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 windowsthat 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, CladWood. 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 WoodComposite material for doors provided the UDO Administratorderminesthat the door will be consistent with the character of the Historic District andthe materials used are of equal or better quality than traditional building materials. 3. Permitted Configurations:a. Windows: Rectangular, Square, Transom, Sidelite. Transoms mustbe 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)	More flexibility is proposed relating to roofs and gutters, including allowing rain chains. Design is also addressed.	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.

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UDO Amendments: Article 5, Design Standards		
Section 5.15.6.K (Garden Walls, Fences and Hedges)	This Report recommends that tabby be clearly identified as an acceptable finish material and configuration within subsections 3(c), 3(e) and 4(f) of Section 5.15.6.K. The Planning Commission has also requested the inclusion of a requirement that garden fences meet "contextual standards" or "professional standards." Additionally, the current iteration of the UDO expressly permits spacing for wrought iron fencing of up to 6", which spacing, under certain conditions, could be in violation of the International Building Code ("IBC.") This Report recommends appropriate revisions to Section 5.15.6.K. as follows:	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~~ Iron or Tube Steel. 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. 4. Permitted Configurations:a. Wood: Picket fences with corner posts and rail fences.b. ~~Wrought~~ Tube Steel or Iron: 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.

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UDO Amendments: Article 5, Design Standards		
Section 5.15.6.M (Shutters)	Residents and developers alike contend that Section 5.15.6.M of the UDO, which regulates shutter and shutter dog design, is too limiting and does not allow for other historically accurate or otherwise acceptable designs and materials. To address these issues, this Report proposes the following revision to Section 5.15.6.M.1:	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.
Section 5.15.6.N (Corners and Water Table Corners)	Minimal changes are recommended to Section 5.15.6.N of the UDO. In particular, the Consultant and Staff focused on the requirements of subsection (7), which governs the water table. This Report recommends that Section 5.15.6.N.7 be amended so as to better differentiate between the requirements for drip boards and for skirt boards.	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)	Based on the Consultant's recommendations, this Report proposes that the Town amend Section 5.15.6.0 of the UDO by including additional restrictions on skirting and underpinning in subsection (1). The additional language proposed to be added is as follows:	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)	A minor amendment is required to subsection (9) of Section 5.15.6.P to clarify certain blocking requirements. The proposed amendment is as follows:	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.
Building Types		

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UDO Amendments: Article 5, Design Standards		
Section 5.15.8.B (Commercial Cottage)	An amendment to allow the Commercial Cottage building type within the Neighborhood General-HD zoning district. This reflects the amendment to Sec. 5.15.5.	Core • Center • General •
Section 5.15.8.C (Live-Work Sideyard)	An amendment to allow the Live-Work Sideyard building type within the Neighborhood General-HD zoning district. This reflects the amendment to Sec. 5.15.5. Also, an amendment to include a note that porches are permitted on the building frontage.	Core • Center • General • Under "Notes:", add the following note: "May have porch on the front."
Section 5.15.8.D (Duplex / Triplex)	Amendments are recommened to improve clarity within the notes section.	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 5.15.8.F (Carriage House)	Carriage Houses are permitted to be detached or attached by the UDO. For consistency, an amendment to remove the word "Detached" is proposed.	General: ~~Detached~~ Accessory Structure.
Section 5.15.8.F (Carriage House)	A reduction of the minimum carriage house size from 250 square feet to 200 square feet is proposed for consistency with applicable building codes and a various sections of the UDO	Size Range: ~~250~~ 200 - 1,200 sq. ft. (per unit)
Section 5.15.8.M (River House)	Two of the photos showing the River House building type are not good examples of a River House and are proposed to be replaced by two photographs proposed during the review process.	PHOTOS TO BE PROVIDED

Council was in consensus that the proposed edits were needed.

DRAFT

Discussion and Direction on Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Article 6 – Sustainable Development Incentives, Workforce/Affordable Housing – Heather Colin, Director of Growth Management

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 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, & 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 AMI for Beaufort County. The AHC recommends lowering the qualifying percentage to no more than 100% of the current gross Area Median Income (AMI) for Beaufort County. By lowering the percentage, it will allow more units to be available to lower earning households.

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

WORKFORCE / AFFORDABLE HOUSING

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.

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."

Council requested that Staff look at some key definitions in Article 6 and make certain that they are clearly defined.

Discussion and Direction on Amendments to the Town of Bluffton Code of Ordinances, Chapter 28 – Utilities, Article 4 – Small Cell Facilities – Heather Colin, Director of Growth Management

Colin stated that 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 20 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.

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The proposed small cell facility 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. If adopted, the ordinance will be placed into the Utilities chapter of the Code of Ordinances for the Town of Bluffton because placement of facilities is intended within public rights-of-way.

Council agreed with the proposed Ordinance model from the Municipal Association of South Carolina.

Formal Items:

Accommodations Tax Advisory Committee Funding Recommendation for Quarter Ending December 31, 2019 – Natalie Majorkiewicz, Treasury Manager

Majorkiewicz stated that in accordance with the grant process, the Accommodations Tax Advisory Committee met on February 18,2020 to review the quarterly grant applications and made the following grant award recommendations for Town Council's consideration:

Requesting Organization	Amount Requested	Amount Recommended
Celebrate Bluffton, Inc.: "Discover Bluffton" Revision of Grant No. 2018-L014 and Reformatting of Bluffton Buddy App	$ 7,132	$ 7,132
May River Theatre: Production and Advertising Costs	14,520	14,520
Total for the Quarter	**$ 21,652**	**$ 21,652**

Celebrate Bluffton, Inc. requested a revision to their current grant of $7,132 to support the reformatting of the Bluffton Buddy App for advertising and promotion of tourism.

The committee voted to recommend the revision of the total grant amount of $7,132 as presented below:

"Discover Bluffton" Revision of Grant No. 2018-L014 and Reformatting of App	**Total Budget**		**Recommended ATAX Grant (approx. 49% of project budget)**
Arts and Cultural Events (Marketing):	$ 14,632		$ 7,132
Total	**$ 14,632**		**$ 7,132**

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May River Theatre, Inc, requested $14,520 to support advertising and promotion expenses for "Plaza Suite" and "The 25th Annual Putnam County Spelling Bee" shows.

The committee voted to recommend a total award of $14,520 as presented in the chart below:

Advertising and Production Costs for 2 Shows	**Total Budget**		**Recommended ATAX Grant (approx. 21% of project budget)**
Arts and Cultural Events (Marketing)	$ 9,610		$ 8,260
Civic and Cultural Events:	18,375		6,260
Project Expenses:	13,700		N/A
Total	**$ 41,685**		**$ 14,520**

Toomer made a motion to approve the request from Celebrate Bluffton, Inc., to revise Grant No. 2018-L014 for $7,132 as presented in the Staff Report for advertising and promoting arts and cultural events expenses. Frazier seconded. The motion carried unanimously.

Toomer made a motion to grant May River Theatre, Inc. $14,520 in support of "Plaza Suite" and "The 25th Annual Putnam County Spelling Bee" as presented for advertising and promoting arts and cultural events expenses. Hamilton seconded. The motion carried unanimously.

Consideration of an Emergency Ordinance Temporarily Suspending the Normal Operating Procedures of 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 to Temporarily Suspend the Operation of Deadlines Imposed Upon the Town and to Extend Tax Compliance Deadlines - Final Reading under Emergency Proclamation – Terry Finger, Town Attorney

Hamilton made a motion to approve the Emergency Ordinance Temporarily Suspending the Normal Operating Procedures of 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 to Temporarily Suspend the Operation of Deadlines Imposed Upon the Town and to Extend Tax Compliance Deadlines. Frazier seconded. The motion carried unanimously.

Consent Agenda:

1. Monthly Department Reports: Police, Finance/Administration, Engineering, Don Ryan Center for Innovation, and Growth Management
2. Town Manager's Monthly Report

DRAFT

3. Consideration of Proposed Contractual Agreement Relating to Buck Island Simmonsville Neighborhood Sanitary Sewer Extension Phases 5A-D – Bryan McIlwee, Director of Engineering

Wood made a motion to accept the consent agenda as presented. Toomer seconded. The motion carried unanimously.

Adjournment:

Hamilton made a motion to adjourn. Wood seconded. The meeting adjourned at 8:08 p.m.

_____ _____

Lisa Sulka, Mayor Kimberly Chapman, Town Clerk

DRAFT

TOWN OF BLUFFTON
ARBOR DAY PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air and water, produce oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us wood for our homes, fuel for our fires, paper, fruits and nuts for nourishment, and countless other goods and products; and

WHEREAS, when properly selected, planted in the right places, and tended appropriately, trees in our Town increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, the Bluffton Town Council and Beautification Committee are committed to a "Tree is the Key" Tree Management Program that promotes a safe, healthy, and attractive urban forest.

NOW, THEREFORE, I, Lisa Sulka, Mayor of the Town of Bluffton, along with Town Council, do hereby proclaim Friday April 24, 2020, as **Arbor Day** in the Town of Bluffton, and urge all citizens to celebrate **Arbor Day** and to support efforts to protect our trees and woodlands. Further, I urge all citizens to plant and care for trees to promote the well-being of this and future generations.

Lisa Sulka, Mayor

TOWN OF BLUFFTON

Child Abuse Prevention Month

WHEREAS, South Carolina's future prosperity is dependent on nurturing the healthy development of the 1.1 million children currently residing in the diverse communities across our State; and

WHEREAS, preventing child abuse must be a community priority that requires individuals, families, child-serving organizations, schools, faith-based groups, businesses, government agencies colleges, and civic leaders to support the physical, emotional, social, and educational development and competency of all children; and

WHEREAS child abuse is a public health issue with serious societal consequences, as data shows the link between the abuse, neglect, and abuse of children and a wide range of costly medical, emotional, psychological and behavioral problems into adulthood; and

WHEREAS parents and caregivers who have a circle of family and friends, know how to find help in times of need, and understand how children grow and are better equipped to take on life's challenges and provide a safe and caring environment for their children**;** and

WHEREAS; child abuse and violence prevention programs not only give individuals, families, and children the knowledge and resources to learn, grow and thrive but also serve as a proven and effective way to reduce child abuse and neglect; and

WHEREAS, in fiscal year 2019, there were 10,474 children in founded investigations of child maltreatment in South Carolina; and

WHEREAS, the Town of Bluffton, in conjunction with Hopeful Horizons, Child Abuse Prevention Association (CAPA) and concerned citizens around the State, designate April as Child Abuse Prevention Awareness Month in the Town of Bluffton while urging citizens to dedicate themselves to protect quality of life for every child.

NOW THEREFORE BE IT RESOLVED, that I Lisa Sulka, Mayor of the Town of Bluffton, along with Bluffton Town Council, do proclaim April 2020 as Child Abuse Prevention Month in the Town of Bluffton.

Lisa Sulka, Mayor

TOWN OF BLUFFTON
Fair Housing Month Proclamation

WHEREAS, April 11, 2020 marks the 52nd anniversary of the signing of Title VIII of the 1968 Civil Rights Act, as amended, which guarantees fair housing opportunities for all Americans; and

WHEREAS, the principle of fair housing is not only state and national law and policy, but a fundamental human concept and entitlement for all citizens; and

WHEREAS, the Town of Bluffton desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and

WHEREAS, the Town of Bluffton rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or family status in the sale, rental, or provision of other housing services; and

WHEREAS, as a community we welcome all good neighbors, recognizing the contributions and richness tendered by a wide variety of young and old, male and female, people of all colors, ethnic backgrounds, and religious traditions; and

WHEREAS, interested parties from both the private and public sectors will participate in a town, state and national effort to promote fair housing.

NOW THEREFORE, I Lisa Sulka, Mayor of Bluffton along with Bluffton Town Council, do hereby proclaim the month of April 2020 as "FAIR HOUSING MONTH" in the Town of Bluffton to establish Bluffton as an inclusive community committed to fair housing for all residents and prospective residents of Bluffton.

Dated this 14th day of April 2020.

Lisa Sulka, Mayor

TOWN COUNCIL

STAFF REPORT
Department of Finance & Administration

MEETING DATE:	April 14, 2020
PROJECT:	Formal Agenda Item: An ordinance authorizing the Town Manager to extend the deadline for payment of Business License tax renewals, Hospitality tax payments and Accommodations tax payments due between April 1, 2020 and June 1, 2020 until June 1, 2020 and to waive all late fees that may have been assessed on payments due but not paid in that period.
PROJECT MANAGER:	Chris Forster, MPA, CPFO, CGFM, Director of Finance & Administration

RECOMMENDATION: The Town Council approve the proposed ordinance to extend all municipal tax deadlines, to support the businesses of the Town of Bluffton, which include extending the Business License renewal tax deadline from April 30, 2020 until June 14, 2020, to extend the deadline for Hospitality and Local Accommodations taxes collected by establishments in February 2020, March 2020 and April 2020, to be due June 14, 2020 and all late penalties or interest imposed for the late payment of these taxes to be suspended from March 16, 2020, through June 14, 2020.

BACKGROUND: On March 13, 2020, President Donald Trump declared a national emergency to assist with combating the outbreak of respiratory illness due to a novel coronavirus (COVID-10. On March 15, 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. On March 16, 2020, Mayor Lisa Sulka and the Town of Bluffton declared a local state of emergency in the Town of Bluffton.

DISCUSSION: The deferral of Hospitality Tax collections will delay the collection of an estimated $196,000 until June 14, 2020. The deferral of Local Accommodations Tax will delay the collection of an estimated $71,000 until June 14, 2020. The deferral of outstanding Business License renewal fees will delay the collection of an estimated $1.1 million until June 14, 2020. The Town currently has sufficient cash balances in the corresponding funds to sustain us until the revised tax due date of June 14, 2020.

ATTACHMENTS:
1. Ordinance
2. Council Motion Recommendation

EMERGENCY ORDINANCE No. 2020-04

TOWN OF BLUFFTON, SOUTH CAROLINA

AN EMERGENCY ORDINANCE OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, IN FURTHERANCE OF THE HEALTH, PUBLIC SAFETY AND WELFARE OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, TO TEMPORARILY SUSPEND THE ACCRUAL OF THE TOWN'S BUSINESS LICENSE PENALTIES AND INTEREST FOR LATE PAYMENTS; TO EXTEND THE DUE DATE FOR FILING AND REMITTANCE OF HOSPITALITY TAXES; TO EXTEND THE DUE DATE FOR FILING AND REMITTANCE OF MUNICIPAL ACCOMMODATIONS TAXES; MATTERS RELATED THERETO; AND SEVERABILITY

WHEREAS, in December 2019, an outbreak of respiratory illness due to a novel coronavirus (***COVID–19***), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, across the world, including the United States; and,

WHEREAS, on January 23, 2020, the Center for Disease Control ("***CDC***") activated its Emergency Response System to provide ongoing support for the response to COVID–19; and,

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency to assist with combating the coronavirus, and,

WHEREAS, on March 13, 2020, the Honorable Henry McMaster, Governor of South Carolina, issued Executive Order No. 2020-08 related to COVID-19 and declared that a State of Emergency exists in South Carolina; and,

WHEREAS, on March 16, 2020, Mayor Lisa Sulka and the Town of Bluffton declared a local state of emergency in the Town of Bluffton ("***Emergency Ordinance No. 2020-03***"); and,

WHEREAS, COVID-19 is now aggressively spreading across the state with the South Carolina Department of Health and Environmental Control ("***SCDHEC***") confirming the localized person-to-person spread of COVID–19 in South Carolina, which indicates a significantly increasing risk of exposure and infection to Town of Bluffton residents and creating an extreme public health risk; and,

WHEREAS, research supported by several United States federal agencies, including the Department of Defense, reveals that COVID-19 can be detected up to seventy-two (72) hours post-application on certain surfaces and that aerosol and fomite transmission of COVID-19 are plausible; and,

WHEREAS, the health, safety and welfare of our residents, businesses, public spaces and private properties are being damaged by the spread of COVID-19 throughout the area; and,

WHEREAS, it is vitally important that we all work together to decrease the widespread proliferation of COVID-19 among us all now rather than suffer the unfortunate and devastating consequences later; and,

WHEREAS, the Town Council of the Town of Bluffton, South Carolina, finds it necessary to take reasonable measures to assist business owners during this temporary market disruption to minimize the calamitous impacts of COVID-19 on our local economy; and,

WHEREAS, in accordance with Section 5-7-250(d) of the South Carolina Code of Laws, 1976, as amended, the Town Council may adopt emergency ordinances upon a single reading by the affirmative vote of at least two-thirds of the members of Town Council to meet public emergencies affecting the life, health, safety, and property of the people.

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:

ARTICLE I. **INTENT AND PURPOSE**: The COVID-19 pandemic has had a tremendous impact on local economies throughout the nation, the State, our region, and our town. In an effort to minimize the human loss caused by this pandemic, our local businesses have curtailed services and/or shuttered their doors – many voluntarily - at great financial cost to them. These businesses and industries, in particular, our local food and beverage industry, are essential to a thriving Bluffton economy. They help create and solidify the social, business, political, religious, civic, and familial relationships that make Bluffton unique. A grace period on the payment of local taxes serves a compelling public interest in substantially increasing the ability of these establishments to reopen after the pandemic subsides, to retain or rehire hundreds if not thousands of unemployed individuals, and to reestablish our local financial and cultural economy. Further, this grace period is intended to save our already burdened taxpayers from spending additional time and money on the preparation and filing of reports and the remittance of tax payments, and to encourage individuals to stay at home.

ARTICLE II. **TEMPORARY EXTENSION OF APRIL 30TH DEADLINE FOR BUSINESS LICENSE RENEWAL AND SUSPENSION OF LATE FEES**: Section 6-22(a) of the Code of Ordinances for the Town of Bluffton, South Carolina, (the "***Town Code***") sets forth a deadline of April 30th for the renewal of all business licenses within the Town of Bluffton. The deadline contained within Section 6-22(a) of the Town Code is hereby amended from April 30, 2020, to June 14, 2020. Moreover, all late penalties or interest imposed under Chapter 6, Article II, of the Town Code for the late payment of business license renewals are hereby suspended from March 16, 2020, through June 14, 2020.

ARTICLE III. **EXTENSION OF TIME FOR FILING AND REMITTING LOCAL ACCOMMODATIONS TAXES**: The filing of returns and the remittance of local accommodations taxes collected by establishments in February 2020, March 2020, and April 2020, pursuant to Chapter 24, Article II, of the Town Code, are hereby extended to June 14, 2020. Moreover, all late penalties or interest imposed under Chapter 24, Article II, of the Town Code for the late payment of local accommodations taxes are hereby suspended from March 16, 2020, through June 14, 2020.

ARTICLE IV. **EXTENSION OF TIME FOR FILING AND REMITTING LOCAL HOSPITALITY TAXES**: The filing of returns and the remittance of local hospitality taxes collected by establishments in February 2020, March 2020, and April 2020, pursuant to Chapter 24, Article III, of the Town Code, are hereby extended to June 14, 2020. Moreover, all late penalties or interest imposed under Chapter 24, Article III, of the Town Code for the late payment of local hospitality taxes are hereby suspended from March 16, 2020, through June 14, 2020.

ARTICLE V. **INCORPORATION**: The above recitals are hereby incorporated herein as if restated fully and are hereby made an integral part hereof so that their contents are a substantive part of this Ordinance. Moreover, this Ordinance is issued in accordance with, and incorporates by reference, Executive Order No. 2020-08 issued by the Honorable Henry McMaster,

Governor of South Carolina, on March 13, 2020, declaring that a State of Emergency exists in South Carolina, as further supplemented by additional Executive Orders from the Governor, including but not limited to Executive Order No. 2020-13, and all emergency ordinances and proclamations of the Town of Bluffton, South Carolina, including but not limited to Emergency Ordinance No. 2020-03.

ARTICLE VI. **EXPIRATION AND TERMINATION**: Pursuant to Section 5-7-250(d) of the South Carolina Code of Laws, 1976, as amended, this Ordinance shall become effective immediately upon its enactment and shall expire on the 61st day hereafter, unless extended by separate ordinance and/or emergency ordinance.

ARTICLE VII. **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 BY THE TOWN COUNCIL FOR THE TOWN OF BLUFFTON, SOUTH CAROLINA, and approved at a meeting duly assembled by no less than an affirmative vote of two-thirds of the members of the Town Council present, on this 14th day of April, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

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

Council Motion Recommendation

Consideration of An ordinance authorizing the Town Manager to extend the deadline for payment of Business License tax renewals, Hospitality tax payments and Accommodations tax payments due between April 1, 2020 and June 1, 2020 until June 1, 2020 and to waive all late fees that may have been assessed on payments due but not paid in that period. – Chris Forster, MPA, CPFO, CGFM, Director of Finance & Administration

"I make a motion to adopt the proposed Emergency Ordinance No. 2020-04 to temporarily extend tax compliance deadlines; and waive all late penalties or interest; and matters related thereto."

TOWN COUNCIL

STAFF REPORT

Growth Management Department

MEETING DATE:	April 14, 2020
PROJECT:	Consideration of a Resolution Amending the Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton to Incorporate an Introduction Outlining Possible Considerations for Conveyances, a Real Estate Transaction Table and Checklist, and Add References to the Growth Framework Map as Appropriate.
PROJECT MANAGER:	Heather Colin, AICP, Director of Growth Management

REQUEST: Town Council adopt a resolution approving an amendment to the *Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton* (the "Manual") to incorporate general criteria for conveyances, a transaction checklist, and reference documents (Attachment 1).

BACKGROUND: The general authority for the Town of Bluffton to acquire and sell real property and rights derives from the South Carolina Code of Laws, 1976, as amended, Section 5-7-40 which provides:

> *"All municipalities of this State may own and possess property within and without their corporate limits, real, personal or mixed, without limitation, and may, by resolution of the council adopted at a public meeting and upon such terms and conditions as such council may deem advisable, sell, alien, convey, lease or otherwise dispose of personal property and in the case of a sale, alienation, conveyance, lease or other disposition of real or mixed property, such council action must be effected by ordinance."*

The Town has conducted numerous real estate transactions for things such as the construction of public projects, the creation and preservation of public open space, economic development, and growth management efforts through purchase, sale, donation, and condemnation of real property and rights. The Town carries out these transactions through procedures based upon State Law, Town Code, best practices, and any grant related or other special requirements. Town Council memorialized these processes via the adoption of a Resolution approving the Manual on April 11, 2017.

Staff proposes the inclusion of several revisions to incorporate additional guidance based upon these recent transactions as shown in the redlined copy of the Manual provided as Attachment 2. These revisions include the addition of an introduction outlining considerations for acquisitions and sales as follows:

1. Creation, expansion, and/or enhancement of economic development pursuant to the Town's Comprehensive Plan which may also align with or support the strategy, vision, and goals of partner economic development organizations such as the Don Ryan Center for Innovation, Beaufort County Economic Development Corporation, SouthernCarolina Regional Development Alliance, and the South Carolina Department of Commerce.

2. Furthers the Town's Affordable Housing initiatives.

3. Reduction of future development levels in high-density areas which are located outside the Place Types identified by the Growth Framework Map.

4. Preserves open space.

5. Creation of public access and/or view to the May River, New River, area creek(s), and/or cove(s).

6. Furthers the goals and initiatives of the Town's Strategic Plan, Comprehensive Plan, May River Action Plan, Neighborhood Plan(s), and other planning documents.

7. Provides an opportunity to enact restrictive covenants on real property for resale where appropriate.

8. Furthers environmental, wildlife, and natural resources conservation and/or historic preservation efforts within the Town.

9. Creation, expansion and/or enhancement of public properties, facilities, and/or infrastructure, which include, but are not limited to the following:

    a. Beautification;

    b. Drainage;

    c. Lighting;

    d. Local Utilities;

    e. Parks;

    f. Pathways;

    g. Public Safety Initiatives;

    h. Recreation Areas and Facilities;

    i. Right-of-Way;

    j. Stormwater Mitigation; and

k. Vehicle Parking Areas.

10. Implementation of Town of Bluffton Capital Improvement Projects and/or to assist Beaufort County, local governments, regional governments, local utility providers and/or other partners fulfill their Capital Improvement Projects as deemed appropriate by Town Council.

11. Results of Due Diligence activities.

12. Any other purpose deemed necessary by the Town of Bluffton Town Council.

Further additions include the Town of Bluffton Growth Framework Map, a Real Estate Transaction Table and Checklist, an Ordinance 2007-19 establishing the Town's transfer of development rights and development rights bank as appendices of the Manual.

ATTACHMENTS:

1. Resolution Adopting an Amendment to the Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton:

    a. Exhibit A - Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton:

        i. Appendix A - Town of Bluffton Growth Framework Map;

        ii. Appendix B - Transaction Checklist; and

        iii. Appendix C - Ordinance No. 2007-19, Ordinance for the Transfer of Development Rights and Creation of the Town of Bluffton Development Rights Bank.

2. Redlined Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton.

3. Proposed Motion.

Attachment 1

RESOLUTION

ADOPTING AN AMENDMENT TO THE POLICY AND PROCEDURE MANUAL FOR THE ACQUISITION AND DISPOSITION OF REAL PROPERTY BY THE TOWN OF BLUFFTON

WHEREAS, Section 5-7-40 of the South Carolina Code of Laws, 1976, as amended, grants the general authority for the Town of Bluffton to acquire and sell real property and rights; and,

WHEREAS, the Town of Bluffton utilizes procedures for these transactions which are based upon State Law, Town Code, best practices, and applicable requirements; and,

WHEREAS, on April 11, 2017, the Town of Bluffton Town Council memorialized these processes by adopting a Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton via Resolution.

WHEREAS, the Town of Bluffton Town Council desires to amend the Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton to incorporate general criteria for conveyances, a transaction checklist, and reference documents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL AS FOLLOWS:

1. The Town Council hereby approves, confirms and adopts the Amendment to the Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton, which is attached and incorporated as "Exhibit A" hereto.

2. The Town Council hereby grants the Town Manager the authority to amend the Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton as necessary to administer and implement to incorporate changes to applicable statutes, requirements, and/or best practices as well as adjust process steps for exceptional circumstances.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION, SIGNED, SEALED AND DELIVERED AS OF THIS 14th DAY OF APRIL, 2020.

_____
Lisa Sulka, Mayor, Town of Bluffton, South Carolina

ATTEST:

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

Exhibit A

POLICY AND PROCEDURE MANUAL FOR THE ACQUISITION AND DISPOSITION OF REAL PROPERTY BY THE TOWN OF BLUFFTON

Town of Bluffton, South Carolina

20 Bridge Street
Bluffton, South Carolina 29910

Adopted by Town Council Resolution April 11, 2017
Revised by Town Council Resolution April 14, 2020

INTRODUCTION

The intent of this document is to provide general guidance for the conveyance of real property, easements, condemnations, and development rights by the Town of Bluffton.

Each conveyance is considered on a case-by-case basis based upon its individual merits. Town Council may consider various criteria in determining whether to approve a conveyance. Considerations may include, but are not limited to:

1. Creation, expansion, and/or enhancement of economic development pursuant to the Town's Comprehensive Plan which may also align with or support the strategy, vision, and goals of partner economic development organizations such as the Don Ryan Center for Innovation, Beaufort County Economic Development Corporation, Southern Carolina Regional Development Alliance, and the South Carolina Department of Commerce.

2. Furthers the Town's Affordable Housing initiatives.

3. Reduction of future development levels in high-density areas which are located outside the Place Types identified by the Growth Framework Map, as amended, which is attached and incorporated as Appendix A.

4. Preserves open space.

5. Creation of public access and/or view to the May River, New River, area creek(s), and/or cove(s).

6. Furthers the goals and initiatives of the Town's Strategic Plan, Comprehensive Plan, May River Action Plan, Neighborhood Plan(s), and other planning documents.

7. Provides an opportunity to enact restrictive covenants on real property for resale where appropriate.

8. Furthers environmental, wildlife, and natural resources conservation and/or historic preservation efforts within the Town.

9. Creation, expansion and/or enhancement of public properties, facilities, and/or infrastructure, which include, but are not limited to the following:

    a. Beautification;
    b. Drainage;
    c. Lighting;
    d. Local Utilities;
    e. Parks;

f. Pathways;
g. Public Safety Initiatives;
h. Recreation Areas and Facilities;
i. Right-of-Way;
j. Stormwater Mitigation; and
k. Vehicle Parking Areas.

10. Implementation of Town of Bluffton Capital Improvement Projects and/or to assist Beaufort County, local governments, regional governments, local utility providers and/or other partners to fulfill their Capital Improvement Projects as deemed appropriate by Town Council.

11. Results of Due Diligence activities performed as identified in the Real Estate Transaction Table and Checklist which is attached and incorporated as Appendix B.

12. Any other purpose deemed necessary by the Town of Bluffton Town Council.

SALE SUMMARY AND PROCEDURE

Summary

Municipal corporations are creatures of statute and, therefore, their powers consist of those powers granted to them by the South Carolina General Assembly. In accordance with Section 5-7-40 of the South Carolina Code of Laws, 1976, as amended, "[a]ll municipalities of this State may own and possess property within and without their corporate limits … and may … upon such terms and conditions as such council may deem advisable, sell, alien, convey, lease or otherwise dispose of … real property, [which] such action **must be effected by ordinance**." (Emphasis added). Additionally, Section 5-7-260(6) of the South Carolina Code mandates that a municipality may only "sell or lease **or contract to sell** or lease any lands of the municipality" by the adoption of an ordinance. (Emphasis added). The requirements are mirrored in Section 2-13(a) of the Code of Ordinances for the Town of Bluffton, South Carolina, as amended, which provides that Town Council shall act by ordinance in all matters required by law to be done by ordinance, in order to "…(4) Grant, renew, or extend franchises, licenses, or rights in public streets, or in public property and close abandoned streets" and "…(8) Convey, lease, or authorize the conveyance or lease of any lands". Our courts have interpreted these statutes to provide that when selling real property, a municipality must act by ordinance; however, when purchasing or acquiring real property, the Town may act via resolution.

A common issue that arises with many municipalities is what constitutes a "sale" or "conveyance" so as to require adoption of an ordinance? Can a municipality grant an easement or convey development rights without adopting an ordinance? The South Carolina Attorney General's Office has urged caution and generally found that where real property rights exist, such as with easements or development rights, and a municipality intends to transfer such rights, the municipality must act through the adoption of an ordinance.

Additionally, the list price or eventually the sales price for public property often becomes a contentious issue. While South Carolina law does not require a municipality obtain an appraisal prior to selling real property, the law requires that a "public entity receive 'reasonably equivalent value' of the sale of public property." Thus, before listing a property for sale, Town Council may wish to secure an appraisal.

Purpose

To provide general guidance to Town Staff and Town Council in disposing of real property interests owned by the Town, including, but not limited to the sale of real property, the abandonment of easements and the conveyance of development rights for the real property.

Procedure

Step 1. (Optional)	Should Town Council decide it is in the best interests of the municipality to list a property for sale, Town Council may first discuss the matter in ***Executive Session*** pursuant to Section 30-4-70(2) of FOIA, which permits the "the discussion of…proposed sale or purchase of property" to occur in executive session. The agenda for Executive Session should reasonably identify the purpose and/or the general vicinity of the property to be discussed during Executive Session.
Step 2. (Optional)	Upon determining that a property should be listed for sale, Town Council should pass a Resolution during open session authorizing the Town Manager to enter into a ***Listing Agreement*** for the sale of such property at a certain price and to take such other actions as necessary for the listing of the property and bringing an offer to Town Council. The list price does not need to be the appraised value. – Notably, the Town is not required to enter into a listing agreement prior to selling or disposing of a real property interest.
Step 3.	Upon receiving an ***Offer***, the Town Manager has the option of (i) rejecting the offer on behalf of the Town, (ii) negotiating with the prospective purchaser regarding the terms of the offer, with such negotiations being expressly contingent upon Town Council approval via ordinance, and/or (iii) presenting a proposed Purchase and Sale Agreement drafted and/or approved by the Town Attorney to Town Council in executive session pursuant to Section 30-4-70(2) of FOIA, which permits the "the discussion of…proposed sale or purchase of property" to occur in executive session. The Town Manager does not have the authority to accept or contract with the prospective purchaser unless authorized by ordinance adopted by Town Council.
Step 4.	If Town Council decides to ***Accept*** the offer, Town Council must act via ordinance. Section 5-7-270 of the Code says that "Every proposed ordinance shall be introduced in writing and in the form required for final adoption. Each municipality shall by ordinance establish its own rules and procedures as to adoption of ordinances. No ordinance shall have the force of law until it shall have been read two times on two separate days with at least six days between each reading."
Step 5.	***First Reading*** of the proposed Ordinance can occur in open session immediately following executive session, provided proper notice is given in the Agenda. The Ordinance shall include the following information: (i) transfer of property is in accordance with the Code of Ordinances for the Town of Bluffton and the South Carolina Code of Laws, 1976, as amended; (ii) the property description and Beaufort County property identification number; (iii) the sales price; (iv) any residential and/or commercial development rights to be transferred as part of the sale; (v) any terms and/or restrictions that Town Council may deem necessary for the sale; (vi) the transfer of any easement rights or other property interests in connection with the sale; and (vii) specific authorization for the Town Manager, Town Attorney, Town Clerk and other necessary personnel to take such action as necessary to complete the sale, including the drafting of appropriate documentation, execution of a Purchase and Sale Agreement in substantial conformity to the one provided to Town Council and the recording of the deed.

Step 6.	Upon approval of First Reading of the Ordinance by Town Council, the Town Manager shall finalize and execute the ***Purchase and Sale Agreement***, with an express contingency being that second reading must be obtained.
Step 7.	After receiving the affirmative vote of a majority of Town Council at First Reading, Town Council should have ***Second Reading*** at the next available Town Council Meeting. Town Council, in its discretion, may make Second Reading a public hearing.
Step 8.	Once the Purchase and Sale Agreement is executed by both parties, the Prospective Purchaser's ***Due Diligence Period*** will begin. In most circumstances, Due Diligence will last anywhere from 60 days to 120 days, depending on the complexity of the transaction.
Step 9.	Upon the completion of Due Diligence, the Town Manager, Town Clerk, Town Attorney and any such other person as necessary under the circumstances may take all such action to effectuate and finalize the sale, including but not limited to ***Preparation of Closing Documents*** such as appropriate corporate resolutions, deeds, assignment of development rights, final subdivision plats, certified copy of duly adopted Ordinance, easements and such other documents as necessary under the circumstances.
Step 10.	***Closing***. All proper documents shall be recorded and the proceeds from the sale shall be wired to the Town.
Step 11.	Copies of the recorded documents are forwarded to the ***Town Clerk*** for the official files. The Town Clerk will forward copies to the Town Manager, Finance Director, and/or Asset Manager, if any.

PURCHASE POLICY AND PROCEDURE

Summary

While the South Carolina Code mandates that all sales of municipal property be accomplished by ordinance, the Code is largely silent as to how the purchase of such real property must occur. Nevertheless, Section 5-7-260 of the Code, which lists certain actions that requires Town Council enact an ordinance including the purchase of real property, states that "[i]n matters other than those referred to in this section council may act either by ordinance or resolution." Therefore, the purchase of real property should be accomplished through the adoption of a written resolution by Town Council.

Purpose

To provide guidance to Town Staff and Town Council in purchasing real property interests.

Procedure

Step 1.	The Town Manager or a Town Council Member identifies a real property interest that s/he believes would be beneficial for the Town to acquire. In such an event, an item should be added to the next available Town Council Meeting Agenda under ***Executive Session*** to discuss the proposed purchase of the property pursuant to Section 30-4-70(2) of FOIA, which permits the "the discussion of…proposed sale or purchase of property" to occur in executive session. The agenda for Executive Session should reasonably identify the purpose and the/or the general vicinity of the property to be discussed during Executive Session. During such executive session, the Town Manager shall provide initial information to Town Council regarding the property including price, property description, and/or zoning or development information as may be available, along with any other pertinent information regarding the property as the Town Manager deems necessary.
Step 2.	If Town Council is receptive to a potential purchase, the Town Manager has the authority to begin ***Initial Negotiations*** with the property owner or his/her agent regarding the potential purchase of the Property by the Town, including but not limited to discussing key terms of a potential Purchase and Sale Agreement such as purchase price, due diligence periods, prorations of fees, costs and/or potential closing date. During these Initial Negotiations, the Town Manager may continue to provide periodic updates to Town Council in Executive Session. The Town Manager does not have the authority to contract or offer to purchase the property unless specifically authorized by Town Council in open session. Nevertheless, allowing the Town Manager to begin Initial Negotiations with the Seller before Town Council action will provide the Town with greater flexibility on potential purchase price.

Step 3.	Upon the completion of Initial Negotiations and conditional approval by the Seller, the Town Manager shall present a ***Proposed Purchase and Sale Agreement*** to Town Council during Executive Session pursuant to Section 30-4-70(2) of FOIA, which permits the "the discussion of…proposed sale or purchase of property" to occur in executive session. The Proposed Purchase and Sale Agreement should set forth the Purchase Price, the property location and description, the length of the due diligence period, closing date and any conditions or contingencies deemed necessary by the Town Manager, including but not limited to the requirement that the Purchase and Sale Agreement is contingent upon Town Council approval via duly adopted Resolution. In executive session, the Town Manager should report to Town Council the preliminary reports regarding (i) the approximate appraised value of the property interest, (ii) the expenditures or maintenance obligations for the Town associated with the purchase, (iii) the potential liabilities associated with the purchase, such as hazardous conditions, environmental concerns or POA fees, (iv) whether the purchase has any special restrictions, and if so, if those restrictions are acceptable to the Town; (v) real estate commission, if any; and/or, (v) any recommendations for conditions of acceptance. All Purchase and Sale Agreements shall include a clause conditioning the Town's purchase obligations upon adoption of a Resolution by Town Council in open session approving of or ratifying the Agreement.
Step 4.	Upon leaving executive session, Town Council may consider a ***Resolution*** approving the purchase and authorizing the Town Manager and other Town officials/employees to take certain actions regarding the execution of the Purchase and Sale Agreement and the completion of the purchase.
Step 5.	Prior to or immediately following adoption of the Resolution by Town Council, the Town Manager may execute the Purchase and Sale Agreement, escrow any good faith deposit required by the Purchase and Sale Agreement, and may perform such reasonable ***Due Diligence*** as s/he believes necessary under the circumstances. The Due Diligence may include (i) boundary surveys, tree and topographical surveys, and/or ALTA surveys; (ii) appraisals; (iii) GeoTech Studies; (iv) Phase I and/or Phase II Environmental Studies; (v) title searches; (vi) zoning letters; (vii) identification of funding sources for the purchase; (viii) any and all documents provided by the Seller; and (ix) such other items as necessary. If Due Diligence reveals any issues that the Town Manager reasonably believes would make the purchase of the property detrimental for the Town, the Town Manager may either (i) terminate the Purchase and Sale Agreement without consulting Town Council should time be of the essence or (ii) meet with Council in executive session regarding the potential termination of the Purchase and Sale Agreement.

Step 6.	Upon the satisfactory completion of Due Diligence, the Town Manager, Town Clerk, Town Attorney and any such other person as necessary under the circumstances may take all such action to effectuate and finalize the purchase, including but not limited to ***Preparation of Closing Documents*** such as appropriate corporate resolutions, deeds, assignment of development rights, final subdivision plats, certified copy of duly adopted Resolution approving the purchase or ratifying the same, easements and such other documents as may be necessary.
Step 7.	***Closing***. Finance Department shall wire closing funds to the Town Attorney, who will then provide proceeds of the sale to the Seller or the Seller's attorney. All proper documents shall be recorded.
Step 8.	***Recorded Documents.*** The original recorded documents shall be forwarded to the Town Clerk for the official file. The ***Town Clerk*** will provide copies to the Town Manager, Finance Director, and Asset Manager.

DONATION POLICY AND PROCEDURE

Policy

As a close-knit community, the Town of Bluffton is often approached by its residents regarding accepting donations of property or services for the benefit of the Town. In particular, Town residents often offer to donate real property interests to the Town in an effort to facilitate the prompt completion of capital improvement projects and other public services for the benefit of the Town. To better serve the people of Bluffton, the Town is willing to accept reasonable donations that the Town believes are in the best interests of the entire community. Any donations to the Town are subject to the Donation Resolution adopted by Town Council on October 13, 2004, which provides that "Town Council or the Town Manager must first authorize the receipt of all gifts, grants, donations or bequests, and any terms and conditions associated with those gifts, grants, donations and bequests, prior to their use by the Town of Bluffton."

Purpose

To provide guidance to Town Staff and Town Council in communicating with people interested in conveying real property interests to the Town or one of the Town's departments or agencies in exchange for no monetary consideration or other services in return.

Procedure

Step 1.	***Landowner*** approaches Town regarding conveying a property interest to the Town in conjunction with a Town project, *e.g.*, drainage easement, or as a charitable donation to the Town, *e.g.*, park or open space.
Step 2.	Upon receiving such an offer, the ***Town Manager*** has the option of (i) declining the offer on behalf of the Town, or (ii) authorizing Town Staff and/or the Town Attorney to conduct some initial due diligence regarding the property to determine the approximate value of the donation and whether the donation is in the Town's best interests and acceptance is consistent with all applicable state and local laws, policies, ordinances, plans and resolutions.
Step 3.	If the Town Manager believes that the acceptance of the donation is in the best interests of the Town, he may authorize the Town Attorney to draft a donation agreement and/or other necessary ***Donation Documents***, which shall be contingent upon Town Council's acceptance via adopted resolution. Upon completion of the Donation Documents, they shall be sent to the donor for review and final approval.

Step 4.	Once the donor has approved of the terms of the donation as set forth in the donation documents, , the Town Manager shall notify Town Council of the offered donation in ***Executive Session pursuant to Section 30-4-70(2) of FOIA, which permits the "the discussion of…proposed contractual arrangements" to occur in executive session***. The agenda for executive session should reasonably identify the purpose as the "discussion of contractual arrangements for the proposed donation of real property in" the general vicinity of the property proposed to be donated. In executive session, the Town Manager should present the Donation Document(s) to Town Council and report to Town Council the preliminary reports regarding (i) the approximate appraised value of the property interest, (ii) the expenditures or maintenance obligations for the Town associated with the donation, (iii) the potential liabilities associated with the donations, such as hazardous conditions, environmental concerns or POA fees, (iv) whether the donation has any special restrictions, and if so, if those restrictions are acceptable to the Town; and/or, (v) any recommendations for conditions of acceptance.
Step 5.	Upon leaving executive session, Town Council shall consider a ***Resolution*** accepting the donation and authorizing the Town Manager and other Town officials/employees to take certain actions regarding the execution of the Donation Documents and the completion of the donation.
Step 6.	Upon adoption of the Resolution by Town Council, the Town Manager shall execute the donation agreement, if any, and shall perform such reasonable ***Due Diligence*** as he believes necessary under the circumstances. If Due Diligence reveals any issues that the Town Manager reasonably believes would make acceptance of the donation detrimental for the Town, the Town Manager may either (i) terminate the donation agreement without consulting Town Council or (ii) meet with Town Council in executive session regarding the potential termination of the donation agreement.
Step 7.	Upon the completion of Due Diligence, the Town Manager, Town Clerk, Town Attorney and any such other person as necessary under the circumstances may take all such action to effectuate and finalize the donation, including but not limited to preparation of appropriate corporate resolutions for donor and recording of ***Deed*** or other instrument of title.
Step 8.	Upon the appropriate transfer document(s) being recorded and prior to January 1 of the following calendar year, the Town Finance Department shall provide written ***Thanks and Acknowledgement*** to the Donor of the receipt of the donation in accordance with all state and federal laws and regulations regarding charitable contributions.

CONDEMNATION PROCEDURE

Summary

Upon negotiations with the landowner failing, the Town will be required to exercise its right of eminent domain to finalize the acquisition of the real property interest. If any federal or state funds are being utilized for this project, whether received through NSP or CDBG grants, the Town will be required to comply with all federal and state rules and regulations governing the eminent domain process. If, however, the funds are derived solely from Town sources, the process is greatly simplified.

Typically, the process to acquire property, whether through voluntary donation, purchase and/or condemnation, can take anywhere from 120 to 150 days from the date that final plans are approved by the regulatory agency or the appropriate Town department. In a standard capital improvements project, the Town should obtain full 60-year title abstracts for each property to be acquired and third-party appraisals for each property interest to be obtained. In certain circumstances, either because the acquisition may be too small or the time too limited, the Town may deviate from this standard practice.

While many property owners will voluntarily donate or convey their property to the Town in order to expedite the completion of the public project, occasionally the Town will be required to exercise its right of eminent domain.

Procedure

Step 1.	Engineering Department or Project Manager provides an ***Introduction Letter to Property Owners*** regarding the public project and the possibility of land acquisitions to facilitate the public project. The purpose of this letter is to inform property owners of the possibility of land acquisitions and the goal of the project.
Step 2.	In conjunction with engineers and other third party providers, Town Staff develops ***Final Conceptual Project Plans*** identifying which properties will be impacted and what type of property interests will be acquired, *i.e.*, easements, rights-of-way, permissions or fee simple title. If federal funding is involved, the Town may wish to apply for a HUD waiver so that the Town will not have to comply with the stricter federal regulations.

Step 3.	Upon completion of the Final Conceptual Project Plans, Town Staff, in conjunction with the Town Attorney and other necessary parties, shall begin ***Due Diligence Preparation*** for the property interests to be acquired. Town Staff should review all aspects of the project plans to ensure that the acquisitions are properly annotated on the plans, the plans adequately identify existing property lines and improvements, and that the plans conform in all material respects to any federal or state regulations (*e.g.*, SCDOT requirements). Further, Town Staff should identify which properties acquisitions should be prioritized based on either size, cost or complexity (*e.g.*, heirs' property, condominiums, POAs, or environmental issues). Further, the Town should begin any advertisement for bids on appraisal contracts should it be necessary under the Town's Procurement Ordinance.
Step 4.	In conjunction with its Due Diligence Preparations, the Project Manager should request from the Town Attorney ***Title Abstracts*** on all of the property interests to be acquired. Town Staff should have the current property owner's name, the street address, the Tax Map Number and any other identifying information for each property to provide to the Town Attorney along with the request for the title abstracts. Since title abstracts are provided by a third party and then reviewed by the Town Attorney, this process can take a number of weeks depending on the complexity of the title and the number of properties that must be searched.
Step 5.	After obtaining the necessary Due Diligence Information, Town Staff should mail via certified mail or cause to be personally delivered a ***Notice to Owner of Interest*** to notify the Owner that the Town is interested in acquiring a portion of his/her property. This Notice is more formal than the initial notice and should provide contact information for the Project Manager. For federal projects, this Notice must also contain (i) Brochure Information and (ii) General Info. Notice to Tenants. If needed, Town of Bluffton Business License Department can assist Town Staff with the identification of tenants that may be impacted by the Project.
Step 6.	Once the Notice to Owner of Interest is mailed or delivered, Town Staff should begin ***Initial Discussions*** with the property owners as some may wish to avoid the expense of an appraisal and would prefer voluntary donations. Initial discussions often result in substantial savings for the municipality.
Step 7.	After mailing the Notices and Initial Discussions with landowners, the Project Manager should order ***Appraisals*** for all of the property interests to be acquired. Per the South Carolina Eminent Domain Act, an appraisal is necessary before commencing a condemnation action. The Project Manager should be sure to comply with any procurement requirements prior to ordering the necessary appraisals. Additionally, under certain circumstances, property owners are entitled to receive an Invitation to Accompany the Appraiser as well as an Opportunity to Review the Appraisal with the appraiser.

Step 8.	Pursuant to South Carolina law, a municipality may only acquire real property interests via a duly adopted resolution during an open meeting of Town Council. To comply with this requirement, Town Council will adopt a ***Resolution of Just Compensation*** in open session following a discussion of the potential acquisitions in executive session.
Step 9.	Upon adoption of the Resolution by Town Council, Town Staff should prepare and mail and/or serve on the property owners an ***Offer Letter*** or ***Notice of Intent to Acquire***. The Letter/Notice should include a copy of the survey indicating the property interest to be acquired along with a Summary Statement. For federally funded projects, the Notice of Intent to Acquire must also include an Initiation of Relocation Notice and, when applicable, a Notice of Eligibility for Relocation and Notice of Non-Displacement. The Project Manager should retain proof of service of all of these items.
Step 10.	After mailing or serving the Offer Letter, Town Staff should actively ***Negotiate*** with the property owners. Many property owners will not be familiar with reading and understanding a survey or the type of property interest to be acquired; therefore, it is invaluable for the property owner to have an opportunity to discuss the project with a member of Town Staff.
Step 11.	Should an Owner accept the offer of the Town, the Project Manager should provide a copy of such written acceptance to the Town Attorney. Upon receipt, the Town Attorney will draft the ***Conveyance Documents***, to include easements, resolutions, deeds, etc., and provide the same to the Project Manager. Project Manager shall prepare a W-9 for the landowner's execution. In the event the settlement amount for a particular property is above the amount approved in the Just Compensation Resolution, Town Council will need to adopt a Resolution approving the increase of the settlement amount.
Step 12.	Project Manager and/or Town Staff should get Conveyance Documents and W-9 executed by the property owner and any other necessary parties. ***Original Signed Conveyance Documents***, except for the W-9, should be delivered to the Town Attorney for recording.
Step 13.	Upon receipt of the Original Signed Conveyance Documents, the Project Manager should make a written ***Check Request*** to the Finance Department for a check payable to the Landowner for the Settlement Amount. Finance Department will require with the Check Request the following documents: (i) a copy of the fully executed easement, (ii) a signed W-9 form, and (iii) a copy of the Resolution of Just Compensation with the approved easement amount and related property highlighted.
Step 14.	Town Attorney ***Records*** Original Signed Conveyance Documents.

Step 15.	Once recording is completed, Town Attorney should perform cursory review of land records, or depending on amount of just compensation, order updated title abstract to confirm title to property remains in landowner. Upon reasonable confirmation, Town Attorney shall deliver to Project Manager written notice of ***Title Confirmation*** and authorization to release funds to landowner. Project Manager delivers check to landowner.
Step 16.	If a settlement is unable to be reached, the Project Manager shall provide written notice to Town Attorney identifying which properties require condemnation actions. With such notice, Project Manager shall provide Town Attorney with ***Tender of Deposit*** in the amount of just compensation to be deposited with the Clerk of Court for Beaufort County.
Step 17.	Town Attorney shall draft and serve ***Condemnation Notice and Tender of Payment*** on all landowners who have not settled with the Town.
Step 18.	If the property owner does not respond to the Condemnation Notice or otherwise accept the offer made by the Town within 30 days of service, the Town Attorney may ***File the Condemnation Action*** and deposit the Tender of Deposit with the Clerk. Upon the amount of just compensation being deposited with the Clerk of Court, the Town has the legal authority to "take" the property for the purposes of South Carolina law.
Step 19.	Upon the completion of the Condemnation Action, whether by trial or settlement, the Town Attorney will prepare the appropriate ***Final Orders*** and other documentation to complete transfer of the acquisition interest and to return the Deposit to the Project Manager.
Step 20.	Upon receipt of the refunded deposit from the Clerk of Court, the Project Manager shall provide the same to Finance Department along with a check requested for the ***Updated Settlement Amount*** if the settlement amount has changed. Project Manager will provide final payment to landowner upon confirmation that all appropriate documentation has been recorded.
Step 21.	In the event a settlement amount is above that which was approved for the parcel in the Just Compensation Resolution, Town Council will adopt a ***Settlement Resolution*** for approval of settlement amount.

SALE OF DEVELOPMENT RIGHTS SUMMARY AND PROCEDURE

Summary

The Town of Bluffton's transferable development rights program was established in accordance with the Town's Comprehensive Plan to (i) encourage mixed use development at higher intensity nodes identified by the Growth Framework Map, as amended, a copy of which is incorporated as Appendix A, (ii) reduce vehicular traffic congestion, (iii) increase affordable and workforce housing and (iv) promote the protection of environmentally and historically sensitive areas. Essentially, this TDR program allows certain property owners to sell the right to develop certain acreages or densities to another landowner without requiring the underlying real property to be sold.

As a result of the creation of the Town's transferable development rights program, the Town has acquired a number of residential and commercial development rights, in the form of Residential Dwelling Units, Commercial Acreage, and Commercial Square Footage. These development rights are held in the Town's Development Rights Bank and may be sold and transferred in accordance with the Transfer of Development Rights Ordinance 2007-19 adopted on November 6, 2007, a copy of which is incorporated as Appendix C. The Town may dispose of its development rights as part of a sale of Town-owned real property or as a negotiated stand-alone sale of development rights to private parties. As with the sale of real property, the sale or transfer of development rights should be accomplished via ordinance adopted by Town Council. While South Carolina law does not require a municipality obtain an appraisal prior to selling town-owned real property interests, the law requires that a "public entity receive 'reasonably equivalent value' of the sale of public property." In the case of development rights held by the Town, it may be difficult to determine a value when the sale of development rights is not associated with the sale of real property. Further, the Transfer of Development Rights Ordinance provides that development rights held in the Development Rights Bank by the Town are counted on a unit basis and no dollar value shall be assigned by the Town until a withdrawal which shall be on any reasonable basis or value set by the Town. Therefore, absent a corresponding sale of real property, Town Council will need to negotiate the price of each unit of development right(s) sold on a case-by-case basis.

Additionally, as most of the development rights obtained by the Town have been acquired in conjunction with development agreement approvals or amendments, many Town-owned development rights are limited by the corresponding development agreement and may constitute a portion of the total development rights permitted within the area bound by the applicable development agreement. In the event development rights must be transferred out of their associated development agreement area to another area, Town Council is required to take additional action via ordinance to 1) reduce the overall total of allowed development rights from the currently associated Development Agreement, Concept Plan, and/or Master Plan, and 2) if development rights are being transferred to another Development Agreement Area, increase the overall total of allowed development rights for the receiving Development Agreement, Concept Plan, and/or Master Plan.

Purpose

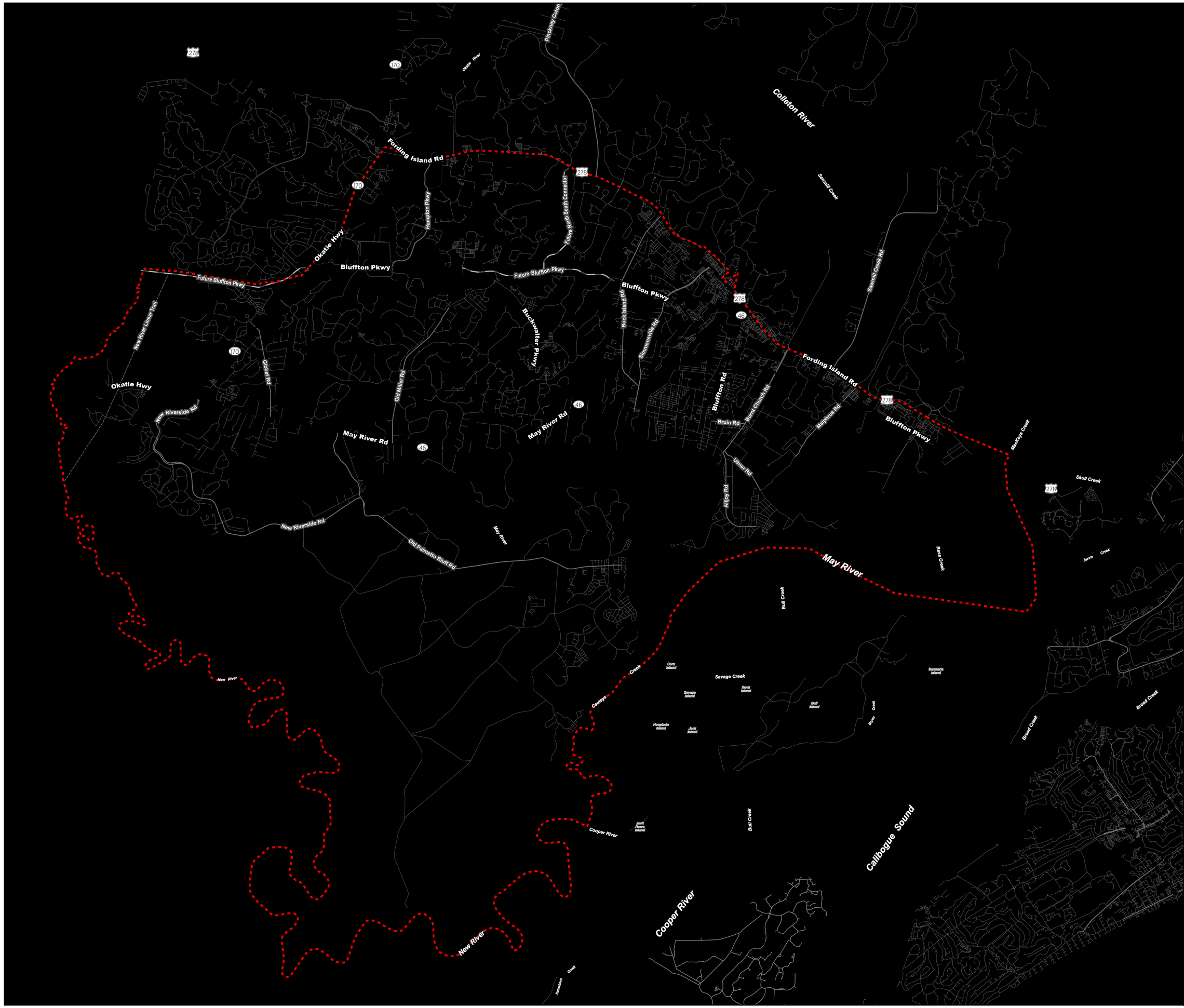
To provide guidance to Town Staff and Town Council in disposing of development right interests owned by the Town.

Procedure

Step 1.	An individual or corporate entity may submit an ***Offer*** to request the purchase Town owned development rights to the Town Manager by completing and submitting the Town of Bluffton Transfer of Development Rights Application ("***TDR Application***"). In addition to the required TDR Application submittal items, the applicant shall also include the proposed purchase price per residential and/or commercial development right as part of the narrative.
Step 2.	Staff shall ***Confirm Availability*** of Town owned development rights within the requested Development Agreement Area, as applicable. If the request exceeds the available number of development rights, the Town Manager shall notify the requestor (i) of the number of available development rights within the Development Agreement Area, (ii) from which other Development Agreement Area the remaining development rights requested can be transferred, and (iii) of the process necessary to transfer the remaining development rights into a Development Agreement Area by concurrent amendment(s) to the Development Agreement(s), Concept Plan(s), and/or Master Plan(s) approved by Town Council per the procedures set forth in the current Unified Development Ordinance.
Step 3.	Upon receiving an ***Offer*** and confirmation of Town Owned Development Rights availability to fulfill the request, the Town Manager has the option of (i) rejecting the offer on behalf of the Town, (ii) negotiating with the prospective purchaser regarding the terms of the offer, with such negotiations being expressly contingent upon Town Council approval via ordinance, and/or (iii) presenting a proposed ***Purchase and Sale Agreement*** drafted and/or approved by the Town Attorney to Town Council in executive session pursuant to Section 30-4-70(2) of FOIA, which permits the "the discussion of…proposed sale or purchase of property" to occur in executive session. The Town Manager does not have the authority to accept or contract with the prospective purchaser unless authorized by ordinance adopted by Town Council.
Step 4.	If Town Council decides to ***Accept*** the offer, Town Council must act via ordinance. Section 5-7-270 of the Code says that "Every proposed ordinance shall be introduced in writing and in the form required for final adoption. Each municipality shall by ordinance establish its own rules and procedures as to adoption of ordinances. No ordinance shall have the force of law until it shall have been read two times on two separate days with at least six days between each reading."

Step 5.	***First Reading*** of the proposed Ordinance can occur in open session immediately following executive session, provided proper notice is given in the Agenda. The Ordinance shall include the following information: (i) transfer of property is in accordance with the Code of Ordinances for the Town of Bluffton and the South Carolina Code of Laws, 1976, as amended; (ii) the Receiving Zone property description and Beaufort County property identification number; (iii) the sales price per development right unit; (iv) enumeration of residential and/or commercial development rights to be transferred as part of the sale; (v) restriction on use of purchased development rights providing that they are specifically excluded and are not entitled to utilize any by-right transfer or conversion or divisions into fractional shares provisions that may be found in the Development Agreement applicable to the Receiving Zone as well as that residential units may not be transferred from the specific receiving zone to other areas within the receiving PUD or converted to commercial, or vice versa, without express approval of the Town Council; (vi) any other terms and/or restrictions that Town Council may deem necessary for the sale; and (vii) specific authorization for the Town Manager, Town Attorney, Town Clerk and other necessary personnel to take such action as necessary to complete the sale, including the drafting of appropriate documentation, execution of a Purchase and Sale Agreement in substantial conformity to the one provided to Town Council and the recording of an Assignment of Rights and Obligations.
Step 6.	Upon approval of First Reading of the Ordinance by Town Council, 1) the Town Manager shall finalize and execute the ***Purchase and Sale Agreement***, with an express contingency being that second reading must be obtained; and 2) the ***TDR Application*** shall be reviewed by the Town of Bluffton Planning Commission who shall review the TDR Application, and, after public notice and hearings, shall make findings of fact and recommendation regarding the issuance of a Transfer of Development Rights Permit to the Town Council for approval, approval with modifications or conditions, or denial, per the Transfer of Development Rights Ordinance 2007-19.
Step 7.	After receiving the affirmative vote of a majority of Town Council at First Reading, Town Council should have ***Second Reading*** at the next available Town Council Meeting. Concurrent with the Second Reading, Town Council should also consider the TDR Application for the issuance of a Transfer of Development Rights Permit including the findings and recommendation of the Planning Commission, and after notice and public hearing, shall approve, approve with modifications or conditions, or deny the application for a Permit by majority vote. Such approval shall be conditioned upon delivery to the County of an executed grant of a Transfer Permit, as approved in the application or as specified by Town Council, and recording copies of the Transfer Permit in the deed records for Beaufort County, and may include other reasonable conditions including, but not limited to, rezoning related to the transfer and vacation or change to existing plats.

Step 8.	Upon approval of the Ordinance by Second Reading, the Town Manager, Town Clerk, Town Attorney and any such other person as necessary under the circumstances may take all such action to effectuate and finalize the sale, including but not limited to ***Preparation of Closing Documents*** such as the Transfer of Development Rights Permit, assignment of development rights, certified copy of duly adopted Ordinance, easements and such other documents as necessary under the circumstances.
Step 9.	***Closing***. All proper documents shall be recorded and the proceeds from the sale shall be wired to the Town.
Step 10.	Copies of the recorded documents are forwarded to the ***Town Clerk*** for the official files. The Town Clerk will forward copies to the Town Manager, Finance Director, and Asset Manager.



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

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.

Appendix B

Property: _____

REAL ESTATE TRANSACTION TABLE and CHECKLIST

TRANSACTION SUMMARY	
SELLER	
PURCHASER	
PROPERTY ADDRESS	
TAX MAP No.	
PURCHASE PRICE	
CLOSING DATE	
LENDER, i/a	
EARNEST MONEY DEPOSIT, i/a	
SELLER ATTORNEY	
PURCHASER ATTORNEY	
CONTRACT EFFECTIVE DATE	

Initial Documents	By	Status	Date	Notes
Representation Agreement	Att'y			
Certified Copy of Resolution re: Listing Agreement	Seller Att'y			
Letter of Intent, i/a				
Draft Purchase and Sale Agreement	All			
Certified Copy of Resolution Approving (Town Purchase)	Buyer Att'y			
Certified Copy of Ordinance Approving (Town Sale)	Seller Att'y			
Executed Purchase and Sale Agreement	All			
Earnest Money Deposit				
Escrow Agreement				
First Addendum	Buyer Att'y			
Second Addendum				
Third Addendum				
Donation Agreement	All			

Property: _____

Due Diligence (____ Days); Deadline: _____ (_:_)	By	Status	Date	Notes
Due Diligence Letter to Purchaser Client	Buyer Att'y			
Seller's Deliveries (5-10 days)	Seller			
Surveys				
Title Policies				
Engineering Reports; Inspections,				
Environmental Reports				
Plans and Specifications for Property				
Tax Bills				
Certificates of Occupancy				
Licenses, Permits and Approvals				
Copy of Pending or Threatened Claims, Audits, Etc.				
Survey(s)	Seller			
Boundary				
Surveyor's Certificate w/ flood plain cert.				
Tree & Topographical				
ALTA	Buyer Att'y			
Title Abstract				
Environmental Assessments	Buyer			
GeoTech				
Phase I				
Phase II, if necessary				
Wetland Delineation				
Copy of Proposed Deeds	Seller Att'y			
Title Insurance Commitment	Buyer Att'y			
Legal Description				
Copies of Exceptions				
Copies of Recorded Plats				
Title Objections, if any				
Copy of Lease and Subleases, i/a	Seller			
Analysis of Leases	Buyer Att'y			
Security Deposits				
Rent Roll / Membership Lists				
Tenant Estoppel Certificates	Buyer Att'y			
Subordination, Non-disturbance Agreements	Buyer Att'y			
List of FF&E to be conveyed, i/a	Seller			
Utility Availability/Capacity Letters	Buyer			
Water				
Sewer				
Electricity				
Telephone				
Natural Gas				
Internet				
Zoning Letter	Buyer Att'y			
District Designation and Overlays, i/a				
Violations				
Uses permitted				
Nonconformities				

Minimum Setbacks				
Maximum Density				
Buffers				
Parking				
Stormwater				
Summary of Fees				
Property Management Agreement, i/a	Seller			
Mechanical / Structural Inspections, i/a	Buyer			
Service / Maintenance Agreements for Property	Seller			
Termite Inspections (CL-100)	Buyer Att'y			
UCC-11 Search	Buyer Att'y			
Secretary of State				
County ROD				
Appraisal				
Order POA Assessment Update	Buyer Att'y			
Insurance	Buyer			
Private Covenant / ARB Approvals for Construction, i/a	Buyer			
Offsite Easement Analysis	Buyer/Buyer Att'y			
Government Approved Site Plan	Buyer			
Comprehensive Cost Analysis Budget, Showing Uses and Sources	Buyer			
Public Works Agreement re: Public Improvements (Bonds / LOC)	Buyer			
Enabling Permits	Buyer			
Drainage Permits				
Building Permits				
Fixed Price Construction Contract	Buyer			
Insurance Certificate from All Contractors	Buyer			
Architect's Certificate & Contract	Buyer			
Unrecorded Development Documents				
Section 404 Wetlands Permit	Buyer Att'y			
Water and Sewer Authority Agreement	Buyer Att'y			
SC State Historic Preservation Office MOU	Buyer Att'y			
Master Stormwater Drainage Plan	Buyer			
Master Restrictions	Buyer Att'y			
Development Agreement	Buyer Att'y			
Concept Plan	Buyer Att'y			
Wetland Covenants	Buyer Att'y			
Site Plan	All			
Associated Goals and Initiatives from Town Governing Documents				

Organizational Documents of Seller	By	Status	Date	Notes
Certified copy of Articles of Organization/Incorporation	Seller			
Certified copy of Operating Agreement / Bylaws	Seller			
Certificate of Existence - State of Org., and Local	Seller Att'y			
Authorization of Board/Members to Sell	Seller Att'y			
Incumbency Certificate	Buyer Att'y			
Tax Compliance Letter	Seller Att'y			
SS-4/Tax ID No.	Seller			
Board / LLC Resolution	Buyer Att'y			
Sale of All Corporate Assets Certificate	Buyer Att'y			

Organizational Documents of Purchaser	By	Status	Date	Notes
Certified copy of Articles of Organization	Buyer			
Certified copy of Operating Agreement	Buyer			
Certificate of Existence - State of Org. and Local	Buyer Att'y			
Authorization of Members or Manager, i/a	Buyer Att'y			
Resolution of Members/Board	Seller Att'y			
Incumbency Certificate	Seller Att'y			
SS-4/Tax ID No.	Buyer			

Property: _____

Closing Conveyance Documents	By	Status	Date	Notes
Closing Statements	Att'y			
Rent Proration				
Service Contract Prorations				
Utility Prorations				
Tax Prorations				
Assessment Prorations				
Balance of Purchase Price				
Contract Adjustments				
Doc Stamps				
Deed w/ Aff. Of True Consideration	Seller Att'y			
General or Limited Warranty Deed				
Quitclaim Deed w/ ALTA Description				
Bill of Sale	Seller Att'y			
Seller/Owner Affidavit	Seller Att'y			
S.C. Withholding Affidavit	Seller Att'y			
FIRPTA Certificate	Seller Att'y			
Assignment and Assumption of Leases	Att'y			
Tax Proration Agreement, if necessary	Seller Att'y			
Title Insurer Affidavits/Notices	Buyer Att'y			
Form 3049				
Notice to Buyer				
Assignment/Assumption of Misc. Services	Att'y			
Seller Wire Instructions	Seller			
Notice to Tenants	Att'y			
Rent Proration/Security Deposits	Seller			
1099-Seller	Buyer Att'y			
Transfer/Assignment of Permits	Buyer Att'y			
Assignment of Easements	Buyer Att'y			
Assignment of Rights, etc.	Buyer Att'y			
Seller Certificate	Buyer Att'y			
Lien Release/Satisfactions	Buyer Att'y			
Development Agreement Docs, i/a	Buyer Att'y			
View Easement Document	Seller Att'y			
Access Easement Documents, Maintenance, Utility, Construction	All			
Water/Sewer Easement	All			
Drainage Easement & Stormwater Pond Maintenance	All			
Park Parcel Access Easements	All			
Sign & Landscape Easements	All			

Property: _____

Miscellaneous Documents	By	Status	Date	Notes
Insurance	Buyer			
Hazard				
Earthquake				
Flood				
Liability				
Notice of Sale to Utility Provider	Buyer/Seller			
Litigation Search	Buyer Att'y			
Environmental Lien Search	Buyer Att'y			
Keys/Access Code	Buyer/Seller			
Member Quitclaim Deeds	Buyer Att'y			
Confirmation of Termination of All Rental Agreements	Seller			

Post Closing	By	Status	Date	Notes
Title Policy	Buyer Att'y			
Recorded Documents to Buyer/Lender	Buyer Att'y			
Notice to Service Providers	Buyer Att'y			
Mortgage Satisfaction	Seller Lender			

Appendix C

ORDINANCE NO. 2007-19

TOWN OF BLUFFTON, SOUTH CAROLINA
ORDINANCE FOR THE TRANSFER OF DEVELOPMENT RIGHTS
AND CREATION OF THE TOWN OF BLUFFTON
DEVELOPMENT RIGHTS BANK

WHEREAS, the Town of Bluffton, South Carolina, is experiencing substantial growth, change, and development; and

WHEREAS, the Town Planning Staff and Town Planning Commission have undertaken to revise and update the Town's Comprehensive Plan and the updated Comprehensive Plan was approved on First Reading by Town Council on May 15, 2007and was approved for final Second Reading approval and adoption on or before September 4, 2007; and

WHEREAS, the Southern Beaufort County Regional Plan encourages local governments, where appropriate, to adopt land use policies and regulations to encourage Mixed Used Development at higher intensity nodes which will result in reduced traffic and reduced vehicle miles traveled; and

WHEREAS, the Town finds this Ordinance will assist in the creation of affordable and workforce housing developed by the Town or privately; and

WHEREAS, the Town finds this Ordinance will assist, where appropriate, in promoting economic development; and

WHEREAS, the Town desires to create a transfer of density units process which will direct future growth in a logical, economical, and efficient manner away from those areas of the Town less suited for such growth, and toward those areas of the Town better suited to provide the public services and facilities necessary for such growth, and for the protection of

environmentally sensitive, historic and natural resources, and the health, safety and welfare of the general public; and

WHEREAS, the Town further desires to create a process to transfer Development Right Units which will assist and encourage private and public interests in reducing Development Right Units and reallocating development rights throughout the Town as is contemplated by the Comprehensive Plan; and

WHEREAS, the Town desires to provide a record of the transfers of Development Right Units and impose appropriate restrictions on the properties involved in such transfers; and

WHEREAS, on July 25, 2007, the Town Planning Commission recommended the adoption of this Ordinance; and

WHEREAS, the Town believes that the same will better ensure the health, safety and welfare of its citizens; and

NOW, in accordance with the foregoing, the Town hereby adopts this Transfer of Development Rights Ordinance and creates the Town of Bluffton Development Rights Bank.

Section I: Findings. The Town hereby makes the following findings:

1. Zoning classifications and/or Development Agreements allow land to be developed for residential, commercial, and other purposes.

2. Such development rights are identifiable, valuable, and severable from the parcel where initially permitted.

3. It is a desirable planning practice to permit the transfer of development rights from certain locations in the Town to other locations which can accommodate growth without increasing the overall amount of permitted development in the Town.

4. Issuance of development rights for a particular parcel of land and permitting their transfer to other more suitable land can serve to prevent further overburdening of public infrastructure and facilities.

5. In the process of permitting the transfer of development rights from one parcel to another, the public health, safety, and general welfare may be furthered by providing for the prevention of urban sprawl, and the preservation of open space, protection of important waters and environmentally sensitive areas, and other purposes which serve to implement the Comprehensive Plan.

6. Future growth will be directed by the Town of Bluffton Future Land Use Map, the Town of Bluffton Comprehensive Plan, and the Official Map, once adopted.

7. The Town desires to lower the overall number of Development Right Units and/or the intensity of development to ease the burden on infrastructure, schools, parks, open space, waters, and other necessary public services and facilities.

Section II: Definitions. Unless specifically defined below, all words, terms or phrases used in this article shall be ascribed the meaning which they have in the Town of Bluffton Zoning Ordinance and/or Development Standards Ordinance. The following words, terms and phrases when used in this article, have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Affordable Housing: Affordable housing is affordable to households whose members collectively earn 60% to 80% of the area median family income, adjusted for household size as defined by HUD.

Certificate: A certificate of transferable Development Right Credits calculated and issued pursuant to this article.

Comprehensive Plan: The document, and its amendments, adopted by the Town Council which meets the requirements of South Carolina Law.

Density: The number of Development Right Units permissible within a given property.

Development Right: A right that entitles an owner of real property to develop said property as may be recognized by the common law, statutory law, the United States or South Carolina constitution, the Town Code, the Comprehensive Plan or other applicable federal or state regulations.

Development Right Credit: A Development Right Unit that has been severed from a property through the processes identified in this article and recognized by a Certificate of Transferable Development Right Credits.

Development Right Unit: A Development Right Unit can be either residential or commercial. A residential unit equals one increment of housing designed and intended for residential use by one (1) family, whether a single-family residence, mobile home, or as part of a duplex, apartment, or condominium project. A commercial unit can be either per square foot or by acreage, depending on the Zoning District and/or Development Agreement.

Economic Development: Development that meets Economic Development Goals of the Town of Bluffton Comprehensive Plan and features the following attributes:

- Wireless capacity that supports the designated project
- Mixed uses including commercial, retail, office and residential components
- Accessibility to and creation of public space and amenities

- Public infrastructure integrated to accommodate a dense environment
- Supports the business clusters identified by the Lowcountry Economic Network

Mixed Use Development: An area of property where residential and commercial uses are grouped and mixed together in order to promote a live/work/shop/pray/play mixed use village concept to be patronized by the residents and general public.

Receiving Zone or RZ: The area of property into which Development Right Credits may be transferred and/or Development Right Units may be increased. A Receiving Zone must be a specific Initial Master Plan or parcel of land.

Rezoning: An amendment to the Zoning Map pursuant to the procedures and requirements of the Town Code for such amendments.

Sending Zone or SZ: The area of property from which Development Right Credits may be severed and transferred.

Town Code: The Code of Laws and Ordinances, Town of Bluffton, South Carolina, as the same may be amended.

Transfer of Development Right Unit or TDU: A transfer of Development Right Units from an SZ to a RZ, an increase in Development Right Units to a RZ, or a deposit/withdrawal of Development Right Units into or from the Development Rights Bank, as governed by this article.

Workforce Housing: Workforce housing is affordable to households whose members collectively earn 80% to 120% of the area median family income, adjusted for household size as defined by HUD.

Section III: Establishment of Receiving Zones and Sending Zones. Transfer of Development Rights is intended as one method of implementing the Town Comprehensive Plan,

permitting the transfer of Development Rights from one location to another where the associated development can be more appropriately accommodated. The transferring, or sending, location is designated as an SZ. The receiving location is designated as a RZ.

Section IV: <u>Circumstances Under Which Transfer of Development Rights May Be Allowed</u>. After proper application, the Town may issue transferable Development Rights for such land and authorize their transfer in accordance with the section where the Town finds that issuance and transfer of the Development Rights will serve to implement the Comprehensive Plan. Factors and circumstances to be considered by the Town include, but are not limited to, moving Development Right Units or their or impacts away from waterways, alleviating crowded road conditions, decreasing impacts on schools, decreasing overall Town density, whether affordable housing will be promoted, the extent of the Mixed Use Development, and whether the Development Right Units are, in fact, usable where originally located. The Future Land Use Map and Official Map, when adopted, will be guiding/reference tools during the review process. If the application is premised on a Mixed Use Development, the Applicant must include public spaces, general and/or professional offices, retail, restaurant, hospitality, technology uses, residential units if integrated properly, government and/or civic uses, and similar uses. A Mixed Use Development must demonstrate a minimum of a Ten (10%) percent trip generation reduction on both peak hour and total daily trips as compared to the Maximum Commercial Plan. Any Development Rights issued pursuant to this section shall not be used on the property from which they derive, but may be used on any land designated as a RZ consistent with the Comprehensive Plan. Nothing in this Ordinance would guarantee a one-to-one ratio of Transferred Density Units from Sending Zone to Receiving Zone.

Any Density Units that are transferred pursuant to this Ordinance are specifically excluded and are not entitled to utilize any by-right transfer or conversion or divisions into fractional shares provisions that may be found in the Development Agreement applicable to the Receiving Zone. Residential Units transferred to pursuant to this Ordinance may not be transferred from the specific receiving zone to other areas within the receiving PUD or converted to commercial, or visa versa, without express approval of the Town Council, after going through the process set out in this Ordinance.

Section V: <u>Approval Procedure</u>.

(1) ***Donations***. A property owner desiring to donate Development Right Units to the Town shall notify the Town and fill out the required forms to complete the donated deposit into the Town Development Rights Bank.

(2) ***Application***. A property owner desiring to obtain permission to transfer Development Right Units shall apply for issuance of a Transfer Permit. Such application shall be filed with the Town on a form requesting information as the Town may reasonably require, which shall include the following:

(a) Name, address and telephone number of applicant and the applicant's agent, if any;

(b) Legal description of the Sending Zone and/or Receiving Zone;

(c) Map drawn to scale as determined by the Town showing existing land use on the Sending Zone and Receiving Zone and any existing streets, structures, water courses and easements within or adjacent to the property and/or other information as may be reasonably required by the Town;

(d) Statement identifying the existing zoning and/or development agreements on the Sending Zone and Receiving Zone;

(e) The number of Development Right Units requested to be transferred;

(f) Applicants ability and right to transfer;

(g) A narrative describing the reason for the transfer, the intended use of the Development Right Units, and how the transfer accomplishes the goals of the Town Comprehensive Plan, the Southern Beaufort County Regional Plan, and the intent of this Ordinance; and

(h) Such fee as the Town Council may by resolution establish.

(3) ***Staff Review.*** The Director shall circulate any application for review by appropriate Town Departments, and upon completion of such review shall forward the application to the Planning Commission for review.

(4) ***Planning Commission Review.*** The Planning Commission shall review the application, the comments of Town Staff, and, after public notice and hearings, shall make findings of fact and recommend the application to the Town Council for approval, approval with modifications or conditions, or denial.

(5) ***Amendments of Development Agreements.*** If Amendments of Development Agreements are involved, the application shall be reviewed by the Development Agreement Negotiating Committee prior to review by the Planning Commission.

(6) ***Town Council Review.*** The Town Council shall review the application and the findings and recommendation of the Planning Commission, and after notice and public hearing, shall approve, approve with modifications or conditions, or deny the application for a Transfer

Permit. Such approval shall be conditioned upon delivery to the Town of an executed grant of a Transfer Permit, as approved in the application or as specified by Town Council, and recording copies of the Transfer Permit in the deed records for Beaufort County, and may include other reasonable conditions including, but not limited to, rezoning related to the transfer and vacation or change to existing plats.

(7) ***Initiation by the Town.*** In addition to the foregoing procedures for initiation of a transfer of Development Rights by a property owner, the Town Council on its own motion may issue transferable Development Right Units to a given Receiving Zone. Such rights shall only be issued where the Town Council finds, after review by the Planning Commission and notice and hearing as required, that issuance and transfer of the Development Right Units will serve to implement the findings expressed herein and Comprehensive Plan.

Section VI: <u>Development Rights Bank</u>. There is herewith established the Town of Bluffton Development Rights Bank. Any Development Right Units that are transferred pursuant to this Ordinance shall be deposited into and subsequently transferred from the Development Rights Bank. The Town has the right to receive donations of Density Units from any person or entity. The Town has the right to transfer Development Rights to a RZ upon proper application filed pursuant to this Ordinance. The Town has the right to hold indefinitely any Development Rights it possesses. The Town may, but is not obligated to, utilize the Development Right Units it holds in the Development Rights Bank for conservation, affordable housing, economic development, or any other lawful valid governmental purpose. A Development Right Unit deposited into the Development Rights Bank shall only be counted on a unit basis and no dollar value shall be assigned by the Town. Withdrawals from the Development Rights Bank shall be

on any reasonable basis or value set by the Town. All deposits into and withdrawals from the Development Rights Bank shall be duly noted and recorded by the Town.

IT IS SO ORDAINED.

First reading by title only held on August 21, 2007.

Henry "Hank" Johnston, Mayor
Town of Bluffton, South Carolina

Attest:

Sandra Lunceford
Clerk, Town of Bluffton, South Carolina

A public hearing was held on this Ordinance on November 6, 2007.

Henry "Hank" Johnston, Mayor
Town of Bluffton, South Carolina

Attest:

Sandra Lunceford
Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at final and second reading on November 6, 2007.

Henry "Hank" Johnston, Mayor
Town of Bluffton, South Carolina

Attest:

Sandra Lunceford
Clerk, Town of Bluffton, South Carolina

Attachment 2

POLICY AND PROCEDURE MANUAL FOR THE ACQUISITION AND DISPOSITION OF REAL PROPERTY BY THE TOWN OF BLUFFTON

Town of Bluffton, South Carolina

20 Bridge Street
Bluffton, South Carolina 29910

Adopted by Town Council Resolution April 11, 2017
Revised by Town Council Resolution April 14, 2020

INTRODUCTION

The intent of this document is to provide general guidance for the conveyance of real property, easements, condemnations, and development rights by the Town of Bluffton.

Each conveyance is considered on a case-by-case basis based upon its individual merits. Town Council may consider various criteria in determining whether to approve a conveyance. Considerations may include, but are not limited to:

1. Creation, expansion, and/or enhancement of economic development pursuant to the Town's Comprehensive Plan which may also align with or support the strategy, vision, and goals of partner economic development organizations such as the Don Ryan Center for Innovation, Beaufort County Economic Development Corporation, Southern Carolina Regional Development Alliance, and the South Carolina Department of Commerce.

2. Furthers the Town's Affordable Housing initiatives.

3. Reduction of future development levels in high-density areas which are located outside the Place Types identified by the Growth Framework Map, as amended, which is attached and incorporated as Appendix A.

4. Preserves open space.

5. Creation of public access and/or view to the May River, New River, area creek(s), and/or cove(s).

6. Furthers the goals and initiatives of the Town's Strategic Plan, Comprehensive Plan, May River Action Plan, Neighborhood Plan(s), and other planning documents.

7. Provides an opportunity to enact restrictive covenants on real property for resale where appropriate.

8. Furthers environmental, wildlife, and natural resources conservation and/or historic preservation efforts within the Town.

9. Creation, expansion and/or enhancement of public properties, facilities, and/or infrastructure, which include, but are not limited to the following:

    a. Beautification;
    b. Drainage;
    c. Lighting;
    d. Local Utilities;
    e. Parks;

f. Pathways;
g. Public Safety Initiatives;
h. Recreation Areas and Facilities;
i. Right-of-Way;
j. Stormwater Mitigation; and
k. Vehicle Parking Areas.

10. Implementation of Town of Bluffton Capital Improvement Projects and/or to assist Beaufort County, local governments, regional governments, local utility providers and/or other partners to fulfill their Capital Improvement Projects as deemed appropriate by Town Council.

11. Results of Due Diligence activities performed as identified in the Real Estate Transaction Table and Checklist which is attached and incorporated as Appendix B.

12. Any other purpose deemed necessary by the Town of Bluffton Town Council.

SALE SUMMARY AND PROCEDURE

Summary

Municipal corporations are creatures of statute and, therefore, their powers consist of those powers granted to them by the South Carolina General Assembly. In accordance with Section 5-7-40 of the South Carolina Code of Laws, 1976, as amended, "[a]ll municipalities of this State may own and possess property within and without their corporate limits … and may … upon such terms and conditions as such council may deem advisable, sell, alien, convey, lease or otherwise dispose of … real property, [which] such action **must be effected by ordinance**." (Emphasis added). Additionally, Section 5-7-260(6) of the South Carolina Code mandates that a municipality may only "sell or lease **or contract to sell** or lease any lands of the municipality" by the adoption of an ordinance. (Emphasis added). The requirements are mirrored in Section 2-13(a) of the Code of Ordinances for the Town of Bluffton, South Carolina, as amended, which provides that Town Council shall act by ordinance in all matters required by law to be done by ordinance, in order to "…(4) Grant, renew, or extend franchises, licenses, or rights in public streets, or in public property and close abandoned streets" and "…(8) Convey, lease, or authorize the conveyance or lease of any lands". Our courts have interpreted these statutes to provide that when selling real property, a municipality must act by ordinance; however, when purchasing or acquiring real property, the Town may act via resolution.

A common issue that arises with many municipalities is what constitutes a "sale" or "conveyance" so as to require adoption of an ordinance? Can a municipality grant an easement or convey development rights without adopting an ordinance? The South Carolina Attorney General's Office has urged caution and generally found that where real property rights exist, such as with easements or development rights, and a municipality intends to transfer such rights, the municipality must act through the adoption of an ordinance.

Additionally, the list price or eventually the sales price for public property often becomes a contentious issue. While South Carolina law does not require a municipality obtain an appraisal prior to selling real property, the law requires that a "public entity receive 'reasonably equivalent value' of the sale of public property." Thus, before listing a property for sale, Town Council may wish to secure an appraisal.

Purpose

To provide general guidance to Town Staff and Town Council in disposing of real property interests owned by the Town, including, but not limited to the sale of real property, the abandonment of easements and the conveyance of development rights for the real property.

Procedure

Step 1. (Optional)	Should Town Council decide it is in the best interests of the municipality to list a property for sale, Town Council may first discuss the matter in ***Executive Session*** pursuant to Section 30-4-70(2) of FOIA, which permits the "the discussion of…proposed sale or purchase of property" to occur in executive session. The agenda for Executive Session should reasonably identify the purpose and/or the general vicinity of the property to be discussed during Executive Session.
Step 2. (Optional)	Upon determining that a property should be listed for sale, Town Council should pass a Resolution during open session authorizing the Town Manager to enter into a ***Listing Agreement*** for the sale of such property at a certain price and to take such other actions as necessary for the listing of the property and bringing an offer to Town Council. The list price does not need to be the appraised value. – Notably, the Town is not required to enter into a listing agreement prior to selling or disposing of a real property interest.
Step 3.	Upon receiving an ***Offer***, the Town Manager has the option of (i) rejecting the offer on behalf of the Town, (ii) negotiating with the prospective purchaser regarding the terms of the offer, with such negotiations being expressly contingent upon Town Council approval via ordinance, and/or (iii) presenting a proposed Purchase and Sale Agreement drafted and/or approved by the Town Attorney to Town Council in executive session pursuant to Section 30-4-70(2) of FOIA, which permits the "the discussion of…proposed sale or purchase of property" to occur in executive session. The Town Manager does not have the authority to accept or contract with the prospective purchaser unless authorized by ordinance adopted by Town Council.
Step 4.	If Town Council decides to ***Accept*** the offer, Town Council must act via ordinance. Section 5-7-270 of the Code says that "Every proposed ordinance shall be introduced in writing and in the form required for final adoption. Each municipality shall by ordinance establish its own rules and procedures as to adoption of ordinances. No ordinance shall have the force of law until it shall have been read two times on two separate days with at least six days between each reading."
Step 5.	***First Reading*** of the proposed Ordinance can occur in open session immediately following executive session, provided proper notice is given in the Agenda. The Ordinance shall include the following information: (i) transfer of property is in accordance with the Code of Ordinances for the Town of Bluffton and the South Carolina Code of Laws, 1976, as amended; (ii) the property description and Beaufort County property identification number; (iii) the sales price; (iv) any residential and/or commercial development rights to be transferred as part of the sale; (v) any terms and/or restrictions that Town Council may deem necessary for the sale; (vi) the transfer of any easement rights or other property interests in connection with the sale; and (vii) specific authorization for the Town Manager, Town Attorney, Town Clerk and other necessary personnel to take such action as necessary to complete the sale, including the drafting of appropriate documentation, execution of a Purchase and Sale Agreement in substantial conformity to the one provided to Town Council and the recording of the deed.

Step 6.	Upon approval of First Reading of the Ordinance by Town Council, the Town Manager shall finalize and execute the ***Purchase and Sale Agreement***, with an express contingency being that second reading must be obtained.
Step 7.	After receiving the affirmative vote of a majority of Town Council at First Reading, Town Council should have ***Second Reading*** at the next available Town Council Meeting. Town Council, in its discretion, may make Second Reading a public hearing.
Step 8.	Once the Purchase and Sale Agreement is executed by both parties, the Prospective Purchaser's ***Due Diligence Period*** will begin. In most circumstances, Due Diligence will last anywhere from 60 days to 120 days, depending on the complexity of the transaction.
Step 9.	Upon the completion of Due Diligence, the Town Manager, Town Clerk, Town Attorney and any such other person as necessary under the circumstances may take all such action to effectuate and finalize the sale, including but not limited to ***Preparation of Closing Documents*** such as appropriate corporate resolutions, deeds, assignment of development rights, final subdivision plats, certified copy of duly adopted Ordinance, easements and such other documents as necessary under the circumstances.
Step 10.	***Closing***. All proper documents shall be recorded and the proceeds from the sale shall be wired to the Town.
Step 11.	Copies of the recorded documents are forwarded to the ***Town Clerk*** for the official files. The Town Clerk will forward copies to the Town Manager, Finance Director, and/or Asset Manager, if any.

PURCHASE POLICY AND PROCEDURE

Summary

While the South Carolina Code mandates that all sales of municipal property be accomplished by ordinance, the Code is largely silent as to how the purchase of such real property must occur. Nevertheless, Section 5-7-260 of the Code, which lists certain actions that requires Town Council enact an ordinance including the purchase of real property, states that "[i]n matters other than those referred to in this section council may act either by ordinance or resolution." Therefore, the purchase of real property should be accomplished through the adoption of a written resolution by Town Council.

Purpose

To provide guidance to Town Staff and Town Council in purchasing real property interests.

Procedure

Step 1.	The Town Manager or a Town Council Member identifies a real property interest that s/he believes would be beneficial for the Town to acquire. In such an event, an item should be added to the next available Town Council Meeting Agenda under ***Executive Session*** to discuss the proposed purchase of the property pursuant to Section 30-4-70(2) of FOIA, which permits the "the discussion of…proposed sale or purchase of property" to occur in executive session. The agenda for Executive Session should reasonably identify the purpose and the/or the general vicinity of the property to be discussed during Executive Session. During such executive session, the Town Manager shall provide initial information to Town Council regarding the property including price, property description, and/or zoning or development information as may be available, along with any other pertinent information regarding the property as the Town Manager deems necessary.
Step 2.	If Town Council is receptive to a potential purchase, the Town Manager has the authority to begin ***Initial Negotiations*** with the property owner or his/her agent regarding the potential purchase of the Property by the Town, including but not limited to discussing key terms of a potential Purchase and Sale Agreement such as purchase price, due diligence periods, prorations of fees, costs and/or potential closing date. During these Initial Negotiations, the Town Manager may continue to provide periodic updates to Town Council in Executive Session. The Town Manager does not have the authority to contract or offer to purchase the property unless specifically authorized by Town Council in open session. Nevertheless, allowing the Town Manager to begin Initial Negotiations with the Seller before Town Council action will provide the Town with greater flexibility on potential purchase price.

Step 3.	Upon the completion of Initial Negotiations and conditional approval by the Seller, the Town Manager shall present a ***Proposed Purchase and Sale Agreement*** to Town Council during Executive Session pursuant to Section 30-4-70(2) of FOIA, which permits the "the discussion of…proposed sale or purchase of property" to occur in executive session. The Proposed Purchase and Sale Agreement should set forth the Purchase Price, the property location and description, the length of the due diligence period, closing date and any conditions or contingencies deemed necessary by the Town Manager, including but not limited to the requirement that the Purchase and Sale Agreement is contingent upon Town Council approval via duly adopted Resolution. In executive session, the Town Manager should report to Town Council the preliminary reports regarding (i) the approximate appraised value of the property interest, (ii) the expenditures or maintenance obligations for the Town associated with the purchase, (iii) the potential liabilities associated with the purchase, such as hazardous conditions, environmental concerns or POA fees, (iv) whether the purchase has any special restrictions, and if so, if those restrictions are acceptable to the Town; (v) real estate commission, if any; and/or, (v) any recommendations for conditions of acceptance. All Purchase and Sale Agreements shall include a clause conditioning the Town's purchase obligations upon adoption of a Resolution by Town Council in open session approving of or ratifying the Agreement.
Step 4.	Upon leaving executive session, Town Council may consider a ***Resolution*** approving the purchase and authorizing the Town Manager and other Town officials/employees to take certain actions regarding the execution of the Purchase and Sale Agreement and the completion of the purchase.
Step 5.	Prior to or immediately following adoption of the Resolution by Town Council, the Town Manager may execute the Purchase and Sale Agreement, escrow any good faith deposit required by the Purchase and Sale Agreement, and may perform such reasonable ***Due Diligence*** as s/he believes necessary under the circumstances. The Due Diligence may include (i) boundary surveys, tree and topographical surveys, and/or ALTA surveys; (ii) appraisals; (iii) GeoTech Studies; (iv) Phase I and/or Phase II Environmental Studies; (v) title searches; (vi) zoning letters; (vii) identification of funding sources for the purchase; (viii) any and all documents provided by the Seller; and (ix) such other items as necessary. If Due Diligence reveals any issues that the Town Manager reasonably believes would make the purchase of the property detrimental for the Town, the Town Manager may either (i) terminate the Purchase and Sale Agreement without consulting Town Council should time be of the essence or (ii) meet with Council in executive session regarding the potential termination of the Purchase and Sale Agreement.

Step 6.	Upon the satisfactory completion of Due Diligence, the Town Manager, Town Clerk, Town Attorney and any such other person as necessary under the circumstances may take all such action to effectuate and finalize the purchase, including but not limited to ***Preparation of Closing Documents*** such as appropriate corporate resolutions, deeds, assignment of development rights, final subdivision plats, certified copy of duly adopted Resolution approving the purchase or ratifying the same, easements and such other documents as may be necessary.
Step 7.	***Closing***. Finance Department shall wire closing funds to the Town Attorney, who will then provide proceeds of the sale to the Seller or the Seller's attorney. All proper documents shall be recorded.
Step 8.	***Recorded Documents.*** The original recorded documents shall be forwarded to the Town Clerk for the official file. The ***Town Clerk*** will provide copies to the Town Manager, Finance Director, and Asset Manager.

DONATION POLICY AND PROCEDURE

Policy

As a close-knit community, the Town of Bluffton is often approached by its residents regarding accepting donations of property or services for the benefit of the Town. In particular, Town residents often offer to donate real property interests to the Town in an effort to facilitate the prompt completion of capital improvement projects and other public services for the benefit of the Town. To better serve the people of Bluffton, the Town is willing to accept reasonable donations that the Town believes are in the best interests of the entire community. Any donations to the Town are subject to the Donation Resolution adopted by Town Council on October 13, 2004, which provides that "Town Council or the Town Manager must first authorize the receipt of all gifts, grants, donations or bequests, and any terms and conditions associated with those gifts, grants, donations and bequests, prior to their use by the Town of Bluffton."

Purpose

To provide guidance to Town Staff and Town Council in communicating with people interested in conveying real property interests to the Town or one of the Town's departments or agencies in exchange for no monetary consideration or other services in return.

Procedure

Step 1.	***Landowner*** approaches Town regarding conveying a property interest to the Town in conjunction with a Town project, *e.g.*, drainage easement, or as a charitable donation to the Town, *e.g.*, park or open space.
Step 2.	Upon receiving such an offer, the ***Town Manager*** has the option of (i) declining the offer on behalf of the Town, or (ii) authorizing Town Staff and/or the Town Attorney to conduct some initial due diligence regarding the property to determine the approximate value of the donation and whether the donation is in the Town's best interests and acceptance is consistent with all applicable state and local laws, policies, ordinances, plans and resolutions.
Step 3.	If the Town Manager believes that the acceptance of the donation is in the best interests of the Town, he may authorize the Town Attorney to draft a donation agreement and/or other necessary ***Donation Documents***, which shall be contingent upon Town Council's acceptance via adopted resolution. Upon completion of the Donation Documents, they shall be sent to the donor for review and final approval.

Step 4.	Once the donor has approved of the terms of the donation as set forth in the donation documents, , the Town Manager shall notify Town Council of the offered donation in ***Executive Session pursuant to Section 30-4-70(2) of FOIA, which permits the "the discussion of…proposed contractual arrangements" to occur in executive session***. The agenda for executive session should reasonably identify the purpose as the "discussion of contractual arrangements for the proposed donation of real property in" the general vicinity of the property proposed to be donated. In executive session, the Town Manager should present the Donation Document(s) to Town Council and report to Town Council the preliminary reports regarding (i) the approximate appraised value of the property interest, (ii) the expenditures or maintenance obligations for the Town associated with the donation, (iii) the potential liabilities associated with the donations, such as hazardous conditions, environmental concerns or POA fees, (iv) whether the donation has any special restrictions, and if so, if those restrictions are acceptable to the Town; and/or, (v) any recommendations for conditions of acceptance.
Step 5.	Upon leaving executive session, Town Council shall consider a ***Resolution*** accepting the donation and authorizing the Town Manager and other Town officials/employees to take certain actions regarding the execution of the Donation Documents and the completion of the donation.
Step 6.	Upon adoption of the Resolution by Town Council, the Town Manager shall execute the donation agreement, if any, and shall perform such reasonable ***Due Diligence*** as he believes necessary under the circumstances. If Due Diligence reveals any issues that the Town Manager reasonably believes would make acceptance of the donation detrimental for the Town, the Town Manager may either (i) terminate the donation agreement without consulting Town Council or (ii) meet with Town Council in executive session regarding the potential termination of the donation agreement.
Step 7.	Upon the completion of Due Diligence, the Town Manager, Town Clerk, Town Attorney and any such other person as necessary under the circumstances may take all such action to effectuate and finalize the donation, including but not limited to preparation of appropriate corporate resolutions for donor and recording of ***Deed*** or other instrument of title.
Step 8.	Upon the appropriate transfer document(s) being recorded and prior to January 1 of the following calendar year, the Town Finance Department shall provide written ***Thanks and Acknowledgement*** to the Donor of the receipt of the donation in accordance with all state and federal laws and regulations regarding charitable contributions.

CONDEMNATION PROCEDURE

Summary

Upon negotiations with the landowner failing, the Town will be required to exercise its right of eminent domain to finalize the acquisition of the real property interest. If any federal or state funds are being utilized for this project, whether received through NSP or CDBG grants, the Town will be required to comply with all federal and state rules and regulations governing the eminent domain process. If, however, the funds are derived solely from Town sources, the process is greatly simplified.

Typically, the process to acquire property, whether through voluntary donation, purchase and/or condemnation, can take anywhere from 120 to 150 days from the date that final plans are approved by the regulatory agency or the appropriate Town department. In a standard capital improvements project, the Town should obtain full 60-year title abstracts for each property to be acquired and third-party appraisals for each property interest to be obtained. In certain circumstances, either because the acquisition may be too small or the time too limited, the Town may deviate from this standard practice.

While many property owners will voluntarily donate or convey their property to the Town in order to expedite the completion of the public project, occasionally the Town will be required to exercise its right of eminent domain.

Procedure

Step 1.	Engineering Department or Project Manager provides an ***Introduction Letter to Property Owners*** regarding the public project and the possibility of land acquisitions to facilitate the public project. The purpose of this letter is to inform property owners of the possibility of land acquisitions and the goal of the project.
Step 2.	In conjunction with engineers and other third party providers, Town Staff develops ***Final Conceptual Project Plans*** identifying which properties will be impacted and what type of property interests will be acquired, *i.e.*, easements, rights-of-way, permissions or fee simple title. If federal funding is involved, the Town may wish to apply for a HUD waiver so that the Town will not have to comply with the stricter federal regulations.

Step 3.	Upon completion of the Final Conceptual Project Plans, Town Staff, in conjunction with the Town Attorney and other necessary parties, shall begin ***Due Diligence Preparation*** for the property interests to be acquired. Town Staff should review all aspects of the project plans to ensure that the acquisitions are properly annotated on the plans, the plans adequately identify existing property lines and improvements, and that the plans conform in all material respects to any federal or state regulations (*e.g.*, SCDOT requirements). Further, Town Staff should identify which properties acquisitions should be prioritized based on either size, cost or complexity (*e.g.*, heirs' property, condominiums, POAs, or environmental issues). Further, the Town should begin any advertisement for bids on appraisal contracts should it be necessary under the Town's Procurement Ordinance.
Step 4.	In conjunction with its Due Diligence Preparations, the Project Manager should request from the Town Attorney ***Title Abstracts*** on all of the property interests to be acquired. Town Staff should have the current property owner's name, the street address, the Tax Map Number and any other identifying information for each property to provide to the Town Attorney along with the request for the title abstracts. Since title abstracts are provided by a third party and then reviewed by the Town Attorney, this process can take a number of weeks depending on the complexity of the title and the number of properties that must be searched.
Step 5.	After obtaining the necessary Due Diligence Information, Town Staff should mail via certified mail or cause to be personally delivered a ***Notice to Owner of Interest*** to notify the Owner that the Town is interested in acquiring a portion of his/her property. This Notice is more formal than the initial notice and should provide contact information for the Project Manager. For federal projects, this Notice must also contain (i) Brochure Information and (ii) General Info. Notice to Tenants. If needed, Town of Bluffton Business License Department can assist Town Staff with the identification of tenants that may be impacted by the Project.
Step 6.	Once the Notice to Owner of Interest is mailed or delivered, Town Staff should begin ***Initial Discussions*** with the property owners as some may wish to avoid the expense of an appraisal and would prefer voluntary donations. Initial discussions often result in substantial savings for the municipality.
Step 7.	After mailing the Notices and Initial Discussions with landowners, the Project Manager should order ***Appraisals*** for all of the property interests to be acquired. Per the South Carolina Eminent Domain Act, an appraisal is necessary before commencing a condemnation action. The Project Manager should be sure to comply with any procurement requirements prior to ordering the necessary appraisals. Additionally, under certain circumstances, property owners are entitled to receive an Invitation to Accompany the Appraiser as well as an Opportunity to Review the Appraisal with the appraiser.

Step 8.	Pursuant to South Carolina law, a municipality may only acquire real property interests via a duly adopted resolution during an open meeting of Town Council. To comply with this requirement, Town Council will adopt a ***Resolution of Just Compensation*** in open session following a discussion of the potential acquisitions in executive session.
Step 9.	Upon adoption of the Resolution by Town Council, Town Staff should prepare and mail and/or serve on the property owners an ***Offer Letter*** or ***Notice of Intent to Acquire***. The Letter/Notice should include a copy of the survey indicating the property interest to be acquired along with a Summary Statement. For federally funded projects, the Notice of Intent to Acquire must also include an Initiation of Relocation Notice and, when applicable, a Notice of Eligibility for Relocation and Notice of Non-Displacement. The Project Manager should retain proof of service of all of these items.
Step 10.	After mailing or serving the Offer Letter, Town Staff should actively ***Negotiate*** with the property owners. Many property owners will not be familiar with reading and understanding a survey or the type of property interest to be acquired; therefore, it is invaluable for the property owner to have an opportunity to discuss the project with a member of Town Staff.
Step 11.	Should an Owner accept the offer of the Town, the Project Manager should provide a copy of such written acceptance to the Town Attorney. Upon receipt, the Town Attorney will draft the ***Conveyance Documents***, to include easements, resolutions, deeds, etc., and provide the same to the Project Manager. Project Manager shall prepare a W-9 for the landowner's execution. In the event the settlement amount for a particular property is above the amount approved in the Just Compensation Resolution, Town Council will need to adopt a Resolution approving the increase of the settlement amount.
Step 12.	Project Manager and/or Town Staff should get Conveyance Documents and W-9 executed by the property owner and any other necessary parties. ***Original Signed Conveyance Documents***, except for the W-9, should be delivered to the Town Attorney for recording.
Step 13.	Upon receipt of the Original Signed Conveyance Documents, the Project Manager should make a written ***Check Request*** to the Finance Department for a check payable to the Landowner for the Settlement Amount. Finance Department will require with the Check Request the following documents: (i) a copy of the fully executed easement, (ii) a signed W-9 form, and (iii) a copy of the Resolution of Just Compensation with the approved easement amount and related property highlighted.
Step 14.	Town Attorney ***Records*** Original Signed Conveyance Documents.

Step 15.	Once recording is completed, Town Attorney should perform cursory review of land records, or depending on amount of just compensation, order updated title abstract to confirm title to property remains in landowner. Upon reasonable confirmation, Town Attorney shall deliver to Project Manager written notice of ***Title Confirmation*** and authorization to release funds to landowner. Project Manager delivers check to landowner.
Step 16.	If a settlement is unable to be reached, the Project Manager shall provide written notice to Town Attorney identifying which properties require condemnation actions. With such notice, Project Manager shall provide Town Attorney with ***Tender of Deposit*** in the amount of just compensation to be deposited with the Clerk of Court for Beaufort County.
Step 17.	Town Attorney shall draft and serve ***Condemnation Notice and Tender of Payment*** on all landowners who have not settled with the Town.
Step 18.	If the property owner does not respond to the Condemnation Notice or otherwise accept the offer made by the Town within 30 days of service, the Town Attorney may ***File the Condemnation Action*** and deposit the Tender of Deposit with the Clerk. Upon the amount of just compensation being deposited with the Clerk of Court, the Town has the legal authority to "take" the property for the purposes of South Carolina law.
Step 19.	Upon the completion of the Condemnation Action, whether by trial or settlement, the Town Attorney will prepare the appropriate ***Final Orders*** and other documentation to complete transfer of the acquisition interest and to return the Deposit to the Project Manager.
Step 20.	Upon receipt of the refunded deposit from the Clerk of Court, the Project Manager shall provide the same to Finance Department along with a check requested for the ***Updated Settlement Amount*** if the settlement amount has changed. Project Manager will provide final payment to landowner upon confirmation that all appropriate documentation has been recorded.
Step 21.	In the event a settlement amount is above that which was approved for the parcel in the Just Compensation Resolution, Town Council will adopt a ***Settlement Resolution*** for approval of settlement amount.

SALE OF DEVELOPMENT RIGHTS SUMMARY AND PROCEDURE

Summary

The Town of Bluffton's transferable development rights program was established in accordance with the Town's Comprehensive Plan to (i) encourage mixed use development at higher intensity nodes identified by the Growth Framework Map, as amended, a copy of which is incorporated as Appendix A, (ii) reduce vehicular traffic congestion, (iii) increase affordable and workforce housing and (iv) promote the protection of environmentally and historically sensitive areas. Essentially, this TDR program allows certain property owners to sell the right to develop certain acreages or densities to another landowner without requiring the underlying real property to be sold.

As a result of the creation of the Town's transferable development rights program, the Town has acquired a number of residential and commercial development rights, in the form of Residential Dwelling Units, Commercial Acreage, and Commercial Square Footage. These development rights are held in the Town's Development Rights Bank and may be sold and transferred in accordance with the Transfer of Development Rights Ordinance 2007-19 adopted on November 6, 2007, a copy of which is incorporated as Appendix C. The Town may dispose of its development rights as part of a sale of Town-owned real property or as a negotiated stand-alone sale of development rights to private parties. As with the sale of real property, the sale or transfer of development rights should be accomplished via ordinance adopted by Town Council. While South Carolina law does not require a municipality obtain an appraisal prior to selling town-owned real property interests, the law requires that a "public entity receive 'reasonably equivalent value' of the sale of public property." In the case of development rights held by the Town, it may be difficult to determine a value when the sale of development rights is not associated with the sale of real property. Further, the Transfer of Development Rights Ordinance provides that development rights held in the Development Rights Bank by the Town are counted on a unit basis and no dollar value shall be assigned by the Town until a withdrawal which shall be on any reasonable basis or value set by the Town. Therefore, absent a corresponding sale of real property, Town Council will need to negotiate the price of each unit of development right(s) sold on a case-by-case basis.

Additionally, as most of the development rights obtained by the Town have been acquired in conjunction with development agreement approvals or amendments, many Town-owned development rights are limited by the corresponding development agreement and may constitute a portion of the total development rights permitted within the area bound by the applicable development agreement. In the event development rights must be transferred out of their associated development agreement area to another area, Town Council is required to take additional action via ordinance to 1) reduce the overall total of allowed development rights from the currently associated Development Agreement, Concept Plan, and/or Master Plan, and 2) if development rights are being transferred to another Development Agreement Area, increase the overall total of allowed development rights for the receiving Development Agreement, Concept Plan, and/or Master Plan.

Purpose

To provide guidance to Town Staff and Town Council in disposing of development right interests owned by the Town.

Procedure

Step 1.	An individual or corporate entity may submit an ***Offer*** to request the purchase Town owned development rights to the Town Manager by completing and submitting the Town of Bluffton Transfer of Development Rights Application ("***TDR Application***"). In addition to the required TDR Application submittal items, the applicant shall also include the proposed purchase price per residential and/or commercial development right as part of the narrative.
Step 2.	Staff shall ***Confirm Availability*** of Town owned development rights within the requested Development Agreement Area, as applicable. If the request exceeds the available number of development rights, the Town Manager shall notify the requestor (i) of the number of available development rights within the Development Agreement Area, (ii) from which other Development Agreement Area the remaining development rights requested can be transferred, and (iii) of the process necessary to transfer the remaining development rights into a Development Agreement Area by concurrent amendment(s) to the Development Agreement(s), Concept Plan(s), and/or Master Plan(s) approved by Town Council per the procedures set forth in the current Unified Development Ordinance.
Step 3.	Upon receiving an ***Offer*** and confirmation of Town Owned Development Rights availability to fulfill the request, the Town Manager has the option of (i) rejecting the offer on behalf of the Town, (ii) negotiating with the prospective purchaser regarding the terms of the offer, with such negotiations being expressly contingent upon Town Council approval via ordinance, and/or (iii) presenting a proposed ***Purchase and Sale Agreement*** drafted and/or approved by the Town Attorney to Town Council in executive session pursuant to Section 30-4-70(2) of FOIA, which permits the "the discussion of…proposed sale or purchase of property" to occur in executive session. The Town Manager does not have the authority to accept or contract with the prospective purchaser unless authorized by ordinance adopted by Town Council.
Step 4.	If Town Council decides to ***Accept*** the offer, Town Council must act via ordinance. Section 5-7-270 of the Code says that "Every proposed ordinance shall be introduced in writing and in the form required for final adoption. Each municipality shall by ordinance establish its own rules and procedures as to adoption of ordinances. No ordinance shall have the force of law until it shall have been read two times on two separate days with at least six days between each reading."

Step 5.	***First Reading*** of the proposed Ordinance can occur in open session immediately following executive session, provided proper notice is given in the Agenda. The Ordinance shall include the following information: (i) transfer of property is in accordance with the Code of Ordinances for the Town of Bluffton and the South Carolina Code of Laws, 1976, as amended; (ii) the Receiving Zone property description and Beaufort County property identification number; (iii) the sales price per development right unit; (iv) enumeration of residential and/or commercial development rights to be transferred as part of the sale; (v) restriction on use of purchased development rights providing that they are specifically excluded and are not entitled to utilize any by-right transfer or conversion or divisions into fractional shares provisions that may be found in the Development Agreement applicable to the Receiving Zone as well as that residential units may not be transferred from the specific receiving zone to other areas within the receiving PUD or converted to commercial, or vice versa, without express approval of the Town Council; (vi) any other terms and/or restrictions that Town Council may deem necessary for the sale; and (vii) specific authorization for the Town Manager, Town Attorney, Town Clerk and other necessary personnel to take such action as necessary to complete the sale, including the drafting of appropriate documentation, execution of a Purchase and Sale Agreement in substantial conformity to the one provided to Town Council and the recording of an Assignment of Rights and Obligations.
Step 6.	Upon approval of First Reading of the Ordinance by Town Council, 1) the Town Manager shall finalize and execute the ***Purchase and Sale Agreement***, with an express contingency being that second reading must be obtained; and 2) the ***TDR Application*** shall be reviewed by the Town of Bluffton Planning Commission who shall review the TDR Application, and, after public notice and hearings, shall make findings of fact and recommendation regarding the issuance of a Transfer of Development Rights Permit to the Town Council for approval, approval with modifications or conditions, or denial, per the Transfer of Development Rights Ordinance 2007-19.
Step 7.	After receiving the affirmative vote of a majority of Town Council at First Reading, Town Council should have ***Second Reading*** at the next available Town Council Meeting. Concurrent with the Second Reading, Town Council should also consider the TDR Application for the issuance of a Transfer of Development Rights Permit including the findings and recommendation of the Planning Commission, and after notice and public hearing, shall approve, approve with modifications or conditions, or deny the application for a Permit by majority vote. Such approval shall be conditioned upon delivery to the County of an executed grant of a Transfer Permit, as approved in the application or as specified by Town Council, and recording copies of the Transfer Permit in the deed records for Beaufort County, and may include other reasonable conditions including, but not limited to, rezoning related to the transfer and vacation or change to existing plats.

Step 8.	Upon approval of the Ordinance by Second Reading, the Town Manager, Town Clerk, Town Attorney and any such other person as necessary under the circumstances may take all such action to effectuate and finalize the sale, including but not limited to ***Preparation of Closing Documents*** such as the Transfer of Development Rights Permit, assignment of development rights, certified copy of duly adopted Ordinance, easements and such other documents as necessary under the circumstances.
Step 9.	***Closing***. All proper documents shall be recorded and the proceeds from the sale shall be wired to the Town.
Step 10.	Copies of the recorded documents are forwarded to the ***Town Clerk*** for the official files. The Town Clerk will forward copies to the Town Manager, Finance Director, and Asset Manager.

Attachment 3

Proposed Motion

<u>Consideration of a Resolution Amending the Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton to Incorporate an Introduction Outlining Possible Considerations for Conveyances, a Real Estate Transaction Table and Checklist, and Add References to the Growth Framework Map as Appropriate.</u>

"I move to {approve, approve with amendments, or deny} a Resolution Amending the Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton to Incorporate an Introduction Outlining Possible Considerations for Conveyances, a Real Estate Transaction Table and Checklist, and Add References to the Growth Framework Map as Appropriate."

Amendment to the Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton

Presentation to Town Council

Heather Colin, AICP
Department of Growth Management

April 14, 2020

Request

Consideration of a Resolution Amending the Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton (the “Manual”) to Incorporate an Introduction Outlining Possible Considerations for Conveyances, a Real Estate Transaction Table and Checklist, and Add References to the Growth Framework Map as Appropriate

Background

- The general authority for the Town of Bluffton to acquire and sell real property and rights derives from the South Carolina Code of Laws, 1976, as amended, Section 5-7-40 which provides:

> *"All municipalities of this State may own and possess property within and without their corporate limits, real, personal or mixed, without limitation, and may, by resolution of the council adopted at a public meeting and upon such terms and conditions as such council may deem advisable, sell, alien, convey, lease or otherwise dispose of personal property and in the case of a sale, alienation, conveyance, lease or other disposition of real or mixed property, such council action must be effected by ordinance."*

Background (continued)

- Transactions follow procedures based upon State Law, Town Code, best practices, and any grant related or other special requirements.

- Town Council memorialized these processes via the adoption of a Resolution approving the Manual on April 11, 2017.

- The Town has since conducted numerous real estate transactions for things such as the construction of public projects, the creation and preservation of public open space, economic development, and growth management efforts through purchase, sale, donation, and condemnation of real property and rights.

- Staff proposes the inclusion of several revisions to incorporate additional guidance based upon these recent transactions.

Background (continued)

The proposed introduction outlines considerations for acquisitions and sales as follows:

- Creation, expansion, and/or enhancement of economic development pursuant to the Town's Comprehensive Plan which may also align with or support the strategy, vision, and goals of partner economic development organizations such as the Don Ryan Center for Innovation, Beaufort County Economic Development Corporation, SouthernCarolina Regional Development Alliance, and the South Carolina Department of Commerce.

- Furthers the Town's Affordable Housing initiatives.

- Reduction of future development levels in high-density areas which are located outside the Place Types identified by the Growth Framework Map.

Background (continued)

- Preserves open space.
- Creation of public access and/or view to the May River, New River, area creek(s), and/or cove(s).
- Furthers the goals and initiatives of the Town's Strategic Plan, Comprehensive Plan, May River Action Plan, Neighborhood Plan(s), and other planning documents.
- Provides an opportunity to enact restrictive covenants on real property for resale where appropriate.
- Furthers environmental, wildlife, and natural resources conservation and/or historic preservation efforts within the Town.

Background (continued)

- Creation, expansion and/or enhancement of public properties, facilities, and/or infrastructure, which include, but are not limited to the following:
  - Beautification;
  - Drainage;
  - Lighting;
  - Local Utilities;
  - Parks;
  - Pathways;
  - Public Safety Initiatives;
  - Recreation Areas and Facilities;
  - Right-of-Way;
  - Stormwater Mitigation; and
  - Vehicle Parking Areas.

Background (continued)

- Implementation of Town of Bluffton Capital Improvement Projects and/or to assist Beaufort County, local governments, regional governments, local utility providers and/or other partners fulfill their Capital Improvement Projects as deemed appropriate by Town Council.

- Results of Due Diligence activities.

- Any other purpose deemed necessary by the Town of Bluffton Town Council.

Background (continued)

Further additions include the Town of Bluffton Growth Framework Map, a Real Estate Transaction Table and Checklist, an Ordinance 2007-19 establishing the Town's transfer of development rights and development rights bank as appendices of the Manual.

Town Council Action

Town Council has the authority to take the following action:

- Approve the Resolution as presented;
- Approve the Resolution with revisions; or
- Deny the Resolution as presented.

QUESTIONS

Proposed Motion

"I move to {approve, approve with amendments, or deny} a Resolution Amending the Policy and Procedure Manual for the Acquisition and Disposition of Real Property by the Town of Bluffton to Incorporate an Introduction Outlining Possible Considerations for Conveyances, a Real Estate Transaction Table and Checklist, and Add References to the Growth Framework Map as Appropriate."

TOWN COUNCIL

STAFF REPORT
Growth Management Department

MEETING DATE:	April 14, 2020
PROJECT:	Pinecrest Master Plan Amendment
APPLICANT:	Willy Powell – Ward Edwards Engineering
PROJECT NUMBER:	PD-01-11-044
PROJECT MANAGER:	Kevin P. Icard, AICP Planning and Community Development Manager

REQUEST: The Applicant, Willy Powell, with Ward Edwards Engineering, on behalf of the owner, Pinecrest Property Owners Association, Inc., is requesting approval of a Master Plan Amendment to the Initial Master Plan for Pinecrest. The project proposes to convert the existing two-way traffic to one-way traffic flow of Pinecrest Way, from Masters Way to the last entrance into the amenity center parking area so as to restrict access from Masters Way (See Attachment 1).

INTRODUCTION: The project proposes to add the following improvements:

- Traffic arrow pavement markings along Pinecrest Way;
- One-Way signage along Pinecrest Way to direct Amenity-related movements; and
- "Do Not Enter" signage at the intersection of Pinecrest Way and Masters Way, visible from Masters Way.

The subject road is zoned Buckwalter Planned Unit Development (PUD) and is located within the Pinecrest Master Plan, which encompasses approximately 429 acres and identified as a portion of tax map number R610 030 000 0711 0000 (See Attachment 2).

PLANNING COMMISSION RECOMMENDATION: The Town of Bluffton's Planning Commission voted at their February 26, 2020 meeting to recommend to Town Council to approve the Master Plan Amendment request with the following condition.

1. The Applicant must provide proof via Certified Mail that the 13 affected single-family property owners on Pinecrest Way are notified of the request for a Master Plan Amendment.

BACKGROUND: This application is for an amendment to the Pinecrest Master Plan which is located within the Buckwalter PUD and is subject to the standards set forth in the Buckwalter PUD Concept Plan, Development Agreement and the Pinecrest Initial Master Plan. The subject roadway lies within the Pinecrest Initial Master Plan which was originally approved in January 2002 and further amended September 2002 (See Attachment 3). Town staff determined the proposed roadway change to be a major amendment to the master plan per the guide of Section 5.8.9(A) of the Town of Bluffton Planned Unit Development Ordinance referenced within the Buckwalter PUD.

Staff comments on the review of the Master Plan Amendment were reviewed at the June 25, 2019 meeting of the Development Review Committee (DRC) (See Attachment 4). The Applicant has provided a response to staff comments provided at the DRC (See

Attachments 5).

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.

   This Amended Master Plan proposes to convert Pinecrest Way, a two-way street, into one way traffic flow towards Masters Way. This would prevent unnecessary traffic coming from Masters Way through Pinecrest Way to access Bluffton Parkway. By eliminating cut-through traffic, it creates a safer environment for the residents along this street.

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 Buckwalter Concept Plan.

   This amendment does not propose to change the land uses or intensity of development.

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 Buckwalter Development Agreement.

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.

   Pinecrest Way was built as a local street to primarily provide access to the recreational amenities for the community and not to provide an alternate route to access Bluffton Parkway for non-residents of Pinecrest. The Pinecrest Golf Club is the only commercial use accessed by Pinecrest Way. The Pinecrest community pool and recreational courts are the only other uses accessed through this street.

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 can 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 Buckwalter Development Agreement and Concept Plan.

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 applicant proposes to use applicable signage to discourage wrong-way traffic and direct residents to amenities. By preventing off-site traffic from using the community's street as a bypass, there will be a reduction in traffic.

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 previously approved master plan found the plan to sufficiently accommodate the densities and land-uses proposed and no new development is planned with this application.

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.

CONDITIONS OF CONSIDERATION: Consideration of approval for the Pinecrest Master Plan Amendment to allow one-way traffic movement on Pinecrest Way.

All conditions of the Planning Commission have been satisfied (See Attachment 6).

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

- Approve the application as submitted by the Applicant;
- Approve the application with conditions; or
- Deny the application as submitted by the Applicant

NEXT STEPS:

Master Plan Procedure	Step Completed	Date Completed
Step 1. Pre-Application Meeting	✓	May, 2019
Step 2. Application Check-In Meeting	✓	May 29, 2019
Step 3. Review by UDO Administrator	✓	June 25, 2019
Step 4. Planning Commission Public Hearing and Recommendation	✓	February 26, 2020
Step 5. Town Council Consideration for Approval of Majority Vote	✓	April 14, 2020

ATTACHMENTS:

1. Application & Narrative
2. Road Segment
3. Pinecrest Initial Master Plan
4. DRC Staff Comments

5. Applicant's response to DRC Comments
6. Certified Mailing Receipts to Homeowners on Pinecrest Way
7. Proposed Recommended Motion

Attachment 1

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: Michael Hughes / Thomas & Hutton	Name: PINECREST PROP OWNERS ASSO INC
Phone: 912-234-5300	Phone: Linda Thompson -
Mailing Address: 50 Park of Commerce Way Savannah, GA 31410	Mailing Address: 2 CORPUS CHRISTI STE 302 HILTON HEAD ISLAND SC 29928
E-mail: hughes.m@tandh.com	E-mail: lthompson52@hotmail.com
Town Business License # (if applicable):	

Project Information		
Project Name: Pinecrest Master Plan Amend #2	☐ New	☒ Amendment
Project Location: Master's Way & Pinecrest Way	Acreage: n/a	
PUD Name: Buckwater PUD		
Tax Map Number(s): 610 030 000 0711		
Project Description: Amendment to the Master Plan to include traffic pattern plan.		

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: On behalf of PINECREST PROP OWNERS ASSO INC	Date: 5/28/19
Applicant Signature:	Date: 5/28/19

For Office Use

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

Attachment 1

TOWN OF BLUFFTON
PLANNED UNIT DEVELOPMENT (PUD) MASTER PLAN APPLICATION
PROCESS NARRATIVE

The following Process Narrative is intended to provide Applicants with an understanding of the respective application process, procedures and Unified Development Ordinance (UDO) requirements for obtaining application approval in the Town of Bluffton. While intended to explain the process, it is not intended to repeal, eliminate or otherwise limit any requirements, regulations or provisions of the Town of Bluffton's UDO. Compliance with these procedures will minimize delays and assure expeditious application review.

Step 1. Pre-Application Meeting	**Applicant & Staff**
Prior to the filing of a Planned Unit Development (PUD) Master Plan Application, the Applicant is required to consult with the UDO Administrator at a Pre-Application Meeting for comments and advice on the appropriate application process and the required procedures, specifications, and applicable standards required by the UDO.	
Step 2. Application Check-In Meeting	**Applicant & Staff**
Upon receiving input from Staff at the Pre-Application Meeting, the Applicant may submit the PUD Master Plan Application and required submittal materials during a mandatory Application Check-In Meeting where the UDO Administrator will review the submission for completeness.	
Step 3. Review by UDO Administrator & Development Review Committee	**Staff**
If the UDO Administrator determines that the PUD Master Plan Application is complete, it shall be forwarded to the Development Review Committee (DRC). The DRC shall review the application and prepare written comments for review with the Applicant.	
Step 4. Development Review Committee Meeting	**Applicant & Staff**
A public meeting shall be held with the Applicant to the review the DRC Staff Report and discuss the application. The Applicant will be directed to address any comments, if any, and resubmit the application materials. The application shall be forwarded to the Planning Commission (PC).	
Step 5. Planning Commission Meeting	**Applicant, Staff & Planning Commission**
The PC shall review the PUD Master Plan Application for compliance with the criteria and provisions in the UDO. The PC may recommend that Town Council approve, approve with conditions, or deny the application.	
Step 6. Town Council Meeting	**Applicant, Staff & Town Council**
Town Council shall review the PUD Master Plan Application for compliance with the criteria and provisions in the UDO. Town Council may approve, approve with conditions, table, or deny the application.	
Step 7. PUD Master Plan Approval	**Staff**
If Town Council approves the PUD Master Plan Application, the UDO Administrator shall issue an approval letter to the Applicant.	

Attachment 1

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.

Attachment 1

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.

Attachment 1

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

5/28/2019
Date

Michael S. Hughes, P.E.
Printed Name

Project: **Pinecrest Masterplan Amendment Narrative**
Town of Bluffton, SC
Coordinates: W 80° 53' 47" / N 32° 15' 23"

Date: November 22, 2019

Applicant: **Pinecrest POA Board of Directors**
Primary Contact: Linda Thompson
1 Pinecrest Way
Bluffton, SC 29910
E: LThompson52@hotmail.com

Agent: **Ward Edwards, Inc.**
Primary Contact: Willy Powell
P.O. Box 381
Bluffton, SC 29910
E: wpowell@wardedwards.com
P: 843-837-5250

Description

Pinecrest POA Board of Directors proposes to convert the existing two-way traffic flow of Pinecrest Way, from Masters Way to the last entrance into the amenity center parking area so as to restrict access from Masters Way. The project proposes to add the following improvements:

- Traffic arrow pavement markings along Pinecrest Way
- One-Way signage along Pinecrest Way to direct Amenity-related movements
- "Do Not Enter" signage at the intersection of Pinecrest Way and Masters Way, visible from Masters Way

The project proposes no changes to the existing roadway pavement or the subdivision.

According to the traffic study for Hilton Head Christian Academy, dated July 11, 2019, and prepared by BIHL Engineering, the projected AM Peak Hour trips shows 5 vehicles making turning movements onto Pinecrest Way, while the PM Peak Hour trips also shows 5 vehicles making turning movements onto Pinecrest Way. In addition, as mitigation for the general surrounding traffic, the report recommends installation of dedicated left-turn and right-turn lanes onto Bluffton Parkway from Masters Way. These improvements should be sufficient to account for the minimal increase to traffic on Masters Way by limiting movements onto Pinecrest Way.

Existing Conditions

The existing site is a two-lane road between Masters Way and Pinecrest Drive, with access from Masters Way.

Proposed Construction

The applicant proposes to add pavement marking, "One Way," and "Do Not Enter" signage to Pinecrest Way to discourage through-traffic from Masters Way towards Pinecrest Drive.

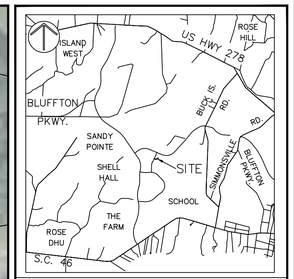
Tree Removal
No tree removal is required for this project.

Access
The applicant proposes to restrict access to Pinecrest Way from Masters Way, only permitting access from Pinecrest Way to Masters Way.

Parking
There will be no additional parking provided.

Phasing
The project is proposed to be completed in a single phase.

Site Maintenance
The overall site infrastructure will be operated and maintained by the Property Owners' Association.



VICINITY MAP
Not To Scale

EXHIBIT U
CONCEPTUAL TRAFFIC ROUTING PLAN

PINECREST MASTERPLAN AMENDMENT

BLUFFTON, SC

PREPARED FOR:
PINECREST POA BOARD OF DIRECTORS

DOCUMENT IS CONCEPTUAL AND SUBJECT TO CHANGE. WARD EDWARDS INC. ASSUMES NO LIABILITY FOR ACCURACY OR DECISIONS MADE BY THE USER BASED UPON INFORMATION CONTAINED HEREIN.

N
W E
S

0 80 160 Feet
SCALE: 1" = 80 '

Ward Edwards
ENGINEERING
P.O. BOX 381, BLUFFTON, SOUTH CAROLINA 29910
PH (843) 837-5250 / FAX (843) 837-2558
WWW.WARDEDWARDS.COM

PROJECT #:	190292
DATE:	11/20/19
PREPARED BY:	JCH
SHEET NUMBER:	1 OF 1

EXHIBIT - A

PINECREST

ILLUSTRATIVE MASTER PLAN

BUCKWALTER PUD
TOWN OF BLUFFTON, SOUTH CAROLINA

PREPARED FOR:
CENTEX HOMES CORP.
BLUFFTON, SOUTH CAROLINA

PREPARED BY:
THOMAS & HUTTON ENGINEERING CO.
SAVANNAH, GEORGIA

WOOD+PARTNERS, INC.
HILTON HEAD ISLAND, SOUTH CAROLINA

NOVEMBER 9, 2001

LEGEND

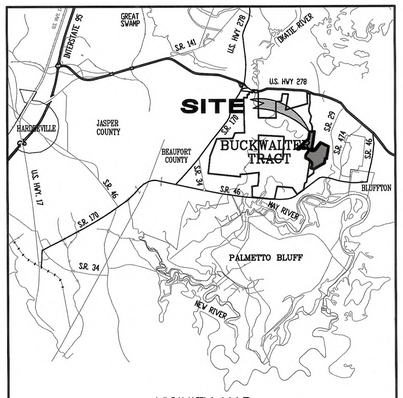
Trails By Centex
Trails By Others
Golf Cart Paths

DEVELOPMENT SUMMARY

Total Site Acreage	429.2
Right Of Way Acreage	28.2
Wetland Acreage	47.6
Golf Course, Lakes, Open Space Acreage	+/- 203
Golf Clubhouse Acreage	+/- 2
Recreation Site & Parking Acreage	+/- 4
Residential Development Acreage	+/-145

Lots (70'-130')	+/- 350
Villas	+/- 150
Total Dwelling Units (D.U.)	+/- 500

Total D.U. 500/ Net Acreage 401 = 1.25 D.U./ AC.
(Net Acreage = Total Site Acreage Minus Right Of Way Acreage)



VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE

400 0 200 400 800 1600

(IN FEET)
1 inch = 400 ft.

Attachment 4

PLAN REVIEW COMMENTS FOR PD.01.11.044

Town of Bluffton
Department of Growth Management
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910
Telephone 843-706-4522

PINECREST PHASE 4

Plan Type:	**NA**	**Apply Date:**	**10/16/2001**
Plan Status:	**Approved**	**Plan Address:**	**, SC**
Case Manager:	**Kevin Icard**	**Plan PIN #:**	**IMPORT-N/A-PERMIT**
Plan Description:	**11/28/2001 | 9/24/2002 PC MENTIONED**		

05/29/2019
The Applicant is proposing to amend the traffic flow through the Pinecrest community, my modify Pinecrest Way to one-way traffic, westbound only from Masters Way to the Pinecrest amenity parking field. The change is intended to reduce cut-through traffic from Buckwalter Parkway to Masters Way. Tax Map Number R610 030 000 0711 0000.
The Pinecrest Initial Master Plan documents were originally approved January 2002 and were further amended September 2002. The enclosed major amendment to the master plan application package is proposed as the second amendment, however, it is the first amendment since the completion and full development of the community.
The following documents are included and constitute the entire amendment:

- **Updated IMP Cover Referencing Amendment #2**
- **Updated list of exhibits include Exhibit "U"**
- **Exhibit U Titled Conceptual Traffic Routing Plan dated May 24, 2019**

No changes are proposed to Exhibits A, through T.

Amend Dev Review

Submission #: 1 Recieved: 06/18/2019 Completed: 06/21/2019

Reviewing Dept.	*Complete Date*	*Reviewer*	*Status*
Transportation Department Review	06/21/2019	Kevin Icard	Revisions Required

Comments:

1. Based on previous discussions, the proposed one-way street access for Pinecrest Way is to allow for traffic to exit the neighborhood and restrict traffic from entering. The Traffic Routing Plan 'Exhibit - U' is incorrectly labeled. Update the plan to have the arrow turned the other way to restrict access.
2. Update the Pinecrest Master Plan Narrative to reflect the change listed above.
3. No documentation has been provided from the Pinecrest POA, showing where this Master Plan Amendment request has been approved by a majority of the Pinecrest residents. Provide documentation.
4. No documentation has been provided justifying the impacts on traffic patterns with the access point being restrict to one-way.
5. No documentation has been provided to show how the road will be identified as being one-way access only.

Beaufort Jasper Water and Sewer Review	06/21/2019	James Clardy	Approved

Comments:
No comments provided by reviewer.

Building Safety Review	06/20/2019	Richard Spruce	Approved
Fire Department Review	06/21/2019	Dan Wiltse	Approved

Comments:
No comments have been provided by the reviewer, however, staff reserves the right to provide comments at resubmittal.

Planning Commission Review	06/21/2019	Kevin Icard	Approved

Comments:

No comments provided by the Planning Commissioners.

Planning Review - Address	06/21/2019	Nick Walton	Approved

Comments:

No comment provided by reviewer.

Planning Review - SR	06/21/2019	William Howard	Approved

Comments:

Comments are included in the Transportation comments.

Police Department Review	06/21/2019	Joseph Babkiewicz	Approved

Comments:

No comments have been provided by reviewer, however, staff reserves the right to provided comments at time of resubmittal.

Watershed Management Review DRC	06/21/2019	William Baugher	Approved

Comments:

No comment provided by reviewer.

Plan Review Case Notes:

System Administrator (10/16/2001 12:00:00AM): 11/28/2001 | 9/24/2002 PC MENTIONED

Attachment 4

PLAN REVIEW COMMENTS FOR PD.01.11.044

Town of Bluffton
Department of Growth Management
20 Bridge Street P.O. Box 386 Bluffton, South Carolina 29910
Telephone 843-706-4522

PINECREST PHASE 4

Plan Type:	**NA**	**Apply Date:**	**10/16/2001**
Plan Status:	**Approved**	**Plan Address:**	**, SC**
Case Manager:	**Kevin Icard**	**Plan PIN #:**	**IMPORT-N/A-PERMIT**
Plan Description:	**11/28/2001 | 9/24/2002 PC MENTIONED**		

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- **Updated list of exhibits include Exhibit "U"**
- **Exhibit U Titled Conceptual Traffic Routing Plan dated May 24, 2019**

No changes are proposed to Exhibits A, through T.

Amend Dev Review

Submission #: 2 Recieved: 01/03/2020 Completed: 01/03/2020

Reviewing Dept.	*Complete Date*	*Reviewer*	*Status*
Transportation Department Review	01/03/2020	William Howard	Approved with Conditions

Comments:

1. Comments may be provided at time of DRC meeting.

Attachment 5

Ward Edwards ENGINEERING

CIVIL ENGINEERING & LAND DEVELOPMENT CONSULTING

November 22, 2019

Mr. Will Howard
Principal Planner
Town of Bluffton
P.O. Box 386
20 Bridge Street
Bluffton, SC 29910

Subject: Town of Bluffton Masterplan Amendment Review
PINECREST / FILE #PD.01.11.044
Ward Edwards Project Number: 190292

Will:

In response to your comments dated May 29, 2019, regarding submittal for Masterplan Amendment, , please find the following:

Enclosures

1. IMP Exhibit U – Cocneptual Traffic Routing Plan
2. Masterplan Narrative
3. Traffic Report for Hilton Head Christian Academy

Comment Responses

1. Based on previous discussions, the proposed one-way street access for Pinecrest Way is to allow for traffic to exit the neighborhood and restrict traffic from entering. The Traffic Routing Plan 'Exhibit - U' is incorrectly labeled. Update the plan to have the arrow turned the other way to restrict access.
   Please find an updated Exhibit U showing proper traffic patterns and markings.

2. Update the Pinecrest Master Plan Narrative to reflect the changes requested.
   Please find an updated Master Plan Narrative addressing the requested changes.

3. No documentation has been provided from the Pinecrest POA, showing where this Master Plan Amendment request has been approved by a majority of the Pinecrest residents. Provide documentation.
   Attached please find meeting minutes from Pinecrest POA Board Meetings showing the requested road change has been approved by the Board.

4. No documentation has been provided justifying the impacts on traffic patterns with the access point being restrict to one-way.

Attached please find the traffic report for Hilton Head Christian Academy showing the projected peak hour traffic patterns for Pinecrest Way. This information has been added to the Narrative.

5. No documentation has been provided to show how the road will be identified as being one-way access only.
   Please find an updated Exhibit U showing proper traffic patterns and markings.

If you have any questions or comments during your review, please do not hesitate to contact me at (843) 837-5250 or wpowell@wardedwards.com.

Sincerely,
Ward Edwards Engineering

Willy Powell, PE
Project Manager

WP/jb
Cc: Doug Hill, Pulte Group

ATTACHMENT 6

Ward Edwards ENGINEERING

TRANSMITTAL LETTER

RECEIVED MAR 13 2020

DATE: Mar 13, 2020

WE PROJECT NUMBER:

PROJECT NAME: Pinecrest - Pinecrest Way and Masters Way

ATTN TO: Will Howard

COMPANY: Town of Bluffton

ADDRESS: 20 Bridge St

CITY: Bluffton STATE SC ZIP CODE: 29910

CC:

WE TRANSMIT: Herewith

FOR YOUR: Review and Approval

THE FOLLOWING:

COPIES	DATE	DESCRIPTION	ACTION
1	3/3/2020	Letter, Certified Mailing Receipts	

Remarks:

Willy Powell, PE
843-384-2944

119 Palmetto Way, Suite C (P.O Box 381), Bluffton, SC 29910
p: 843.837.5250 f: 843.837.2558
www.WardEdwards.com

Pinecrest, POA

Board of Directors

David De La Rosa, Charl Cilliers, Thomas Haight, Maureen Bageant, David Russo

DATE:	March 3, 2020
TO:	Pinecrest, POA Owners
FROM:	Pinecrest, POA Board of Directors
RE:	Pinecrest Way, One-Way Street Project

As you know, the Board has been working diligently to resolve traffic concerns related to *Pinecrest Way and Masters Way* especially in light of the construction of the Hilton Head Christian Academy. **The Board approved turning the section of road from Masters Way to the closest entryway of the amenity center parking lot into a one-way street, exiting onto Master's Way.**

The Town has reviewed the change and is in the final stages of approval – this is great news! The final review by the Planning Commission will occur at the April 14th Council Meeting. *There will be no inward traffic from Masters Way after this change takes effect.*

When approved, the necessary traffic signs and striping will be implemented and security will be on site during peak hours of traffic (i.e. when school lets out) until awareness has been made and risk of potential accidents has subsided. The Board is excited for this much needed change and hopes you are also looking forward to the completion of this one-way project for Pinecrest Way.

Thank you for your patience!

If you have any questions or concerns, please don't hesitate to reach out to our Association Manager, Tasha Ard.

Tasha may be reached at the following:
Phone: *(843) 785-4775 ext. 204*
Email: *Tasha@IMCHHI.com*

Pinecrest Way - One-Way Street Project
Mail certified

ATTACHMENT 6

(12)

1	2	3	4	5
47481	Parrish, Evan	Deanna Baker	23 Pinecrest Way	Bluffton, SC 29910
26474	Stabile, Elizabeth		43 Pinecrest Way	Bluffton, SC 29910
26466	Tibbetts, Knute		P.O. Box 579	Bonaire, GA 31005
26475	Molina, Maria V.		162 Pinecrest Drive	Bluffton, SC 29910
26467	Marino, Melinda		29 Pinecrest Way	Bluffton, SC 29910
31801	Malo, Jeremy & Rachael		37 Pinecrest Way	Bluffton, SC 29910
26469	Jenkins, James		33 Pinecrest Way	Bluffton, SC 29910
31806	Davis, Roland & Jennie		25 Pinecrest Way	Bluffton, SC 29910
26463	Haddow, McClain		5733 Yewing Way	Gainesville, VA 20155
34565	Adams, Chester & Linda		35 Pinecrest Way	Bluffton, SC 29910
47342	Blackmon , Kyle & Kimberly		31 Pinecrest Way	Bluffton, SC 29910
48182	Brown, Bobby S. & Jacqueline S.		39 Pinecrest Way	Bluffton, SC 29910
26473	Cizmaric, Sally		17 Nautilas Road	Hilton Head Island, SC 29928

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Proposed Recommended Motion

Consideration of approval for the Pinecrest Master Plan Amendment to allow one-way traffic movement on a portion of Pinecrest Way.

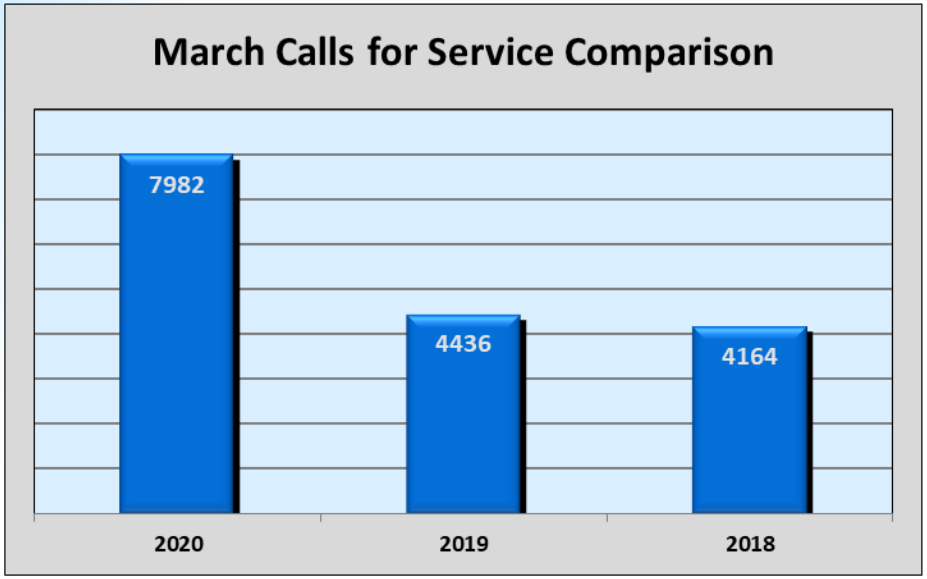
"I move to {approve, approve with conditions, or deny} the Master Plan Amendment for Pinecrest as presented."

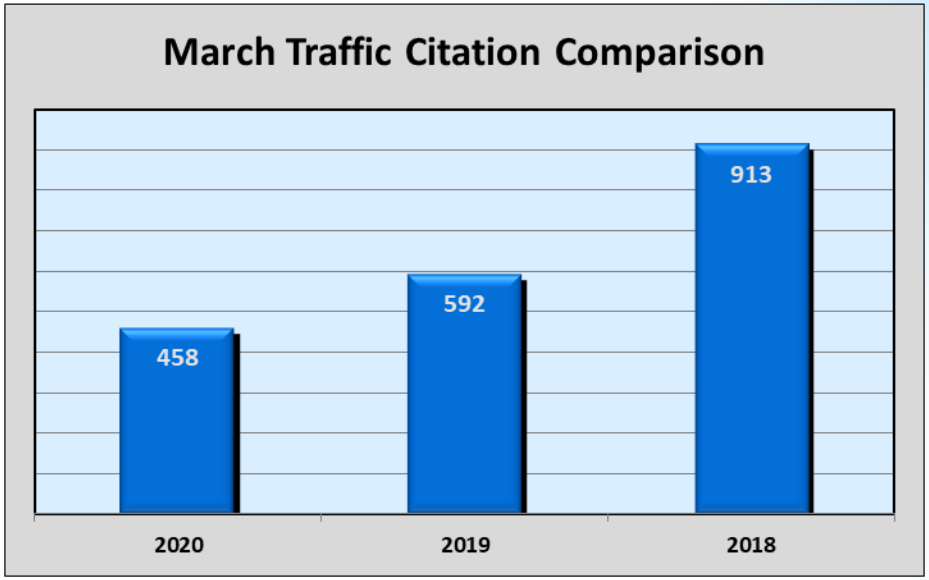
Bluffton Police Department
March 2020 Statistical Information

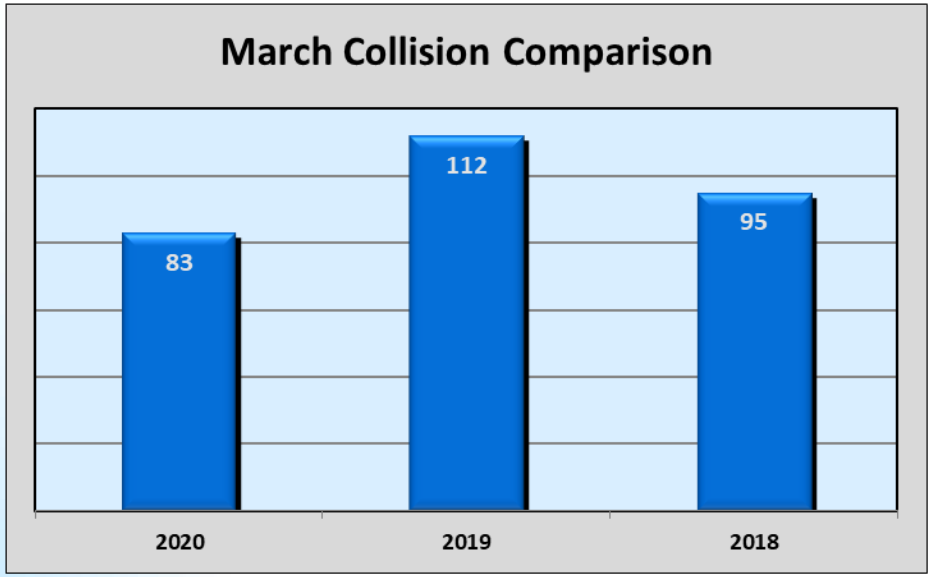
Presented by:
Chief Chris Chapmond

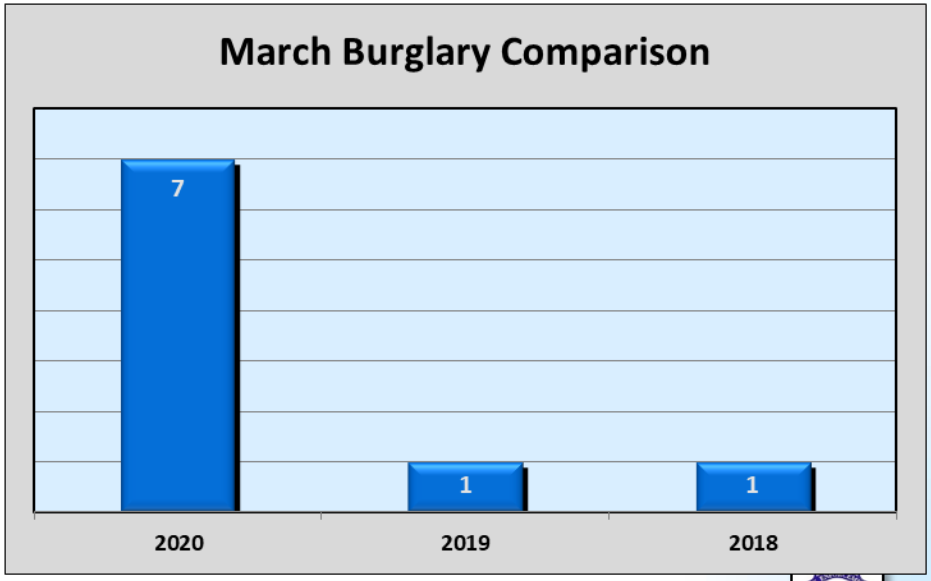
March 30, 2020

March Trends

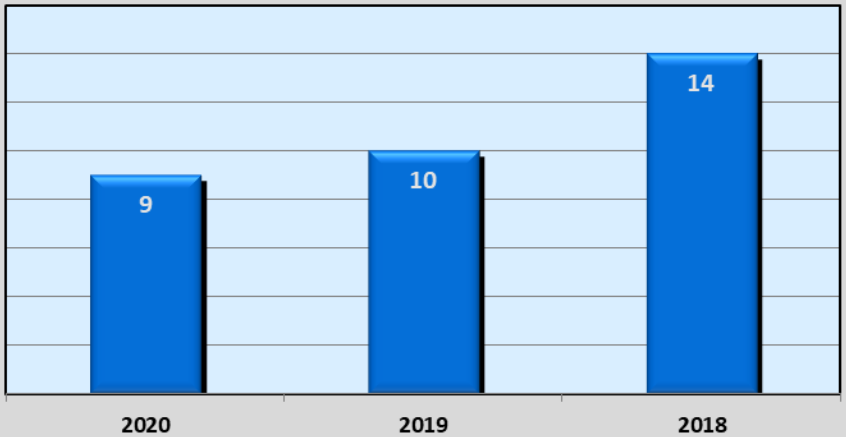




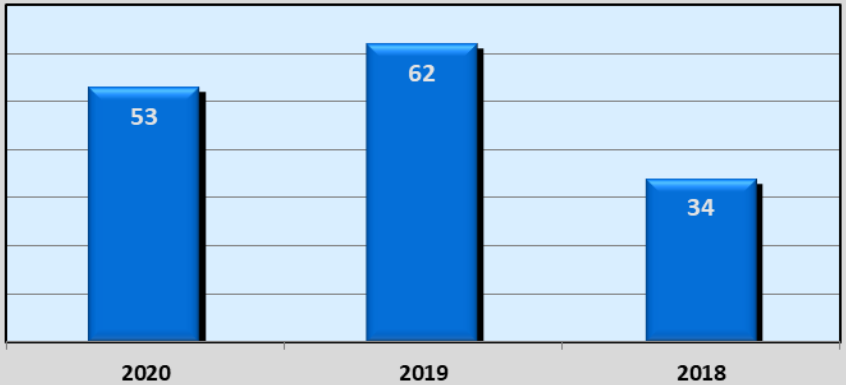




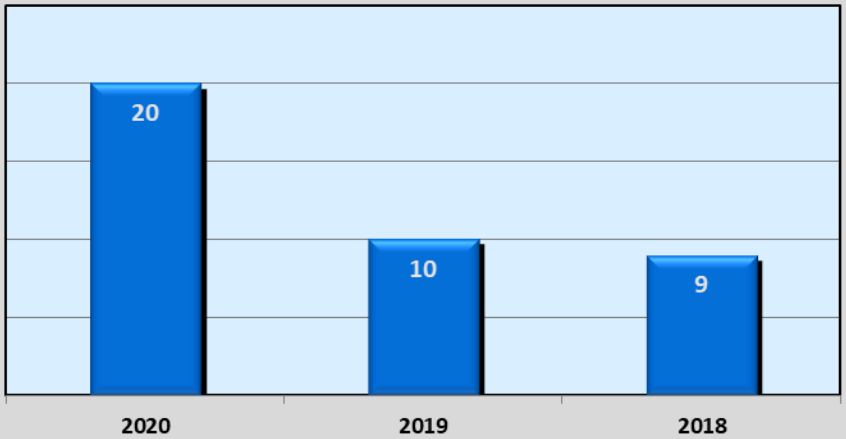
March Theft Comparison



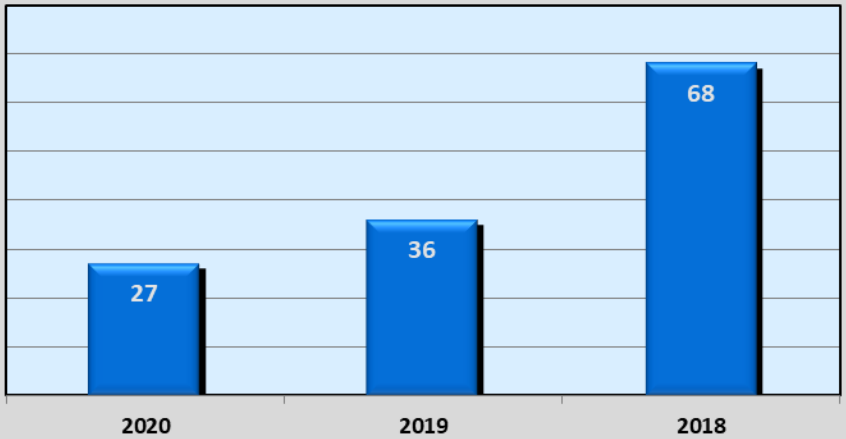
March Domestic Calls for Service Comparison



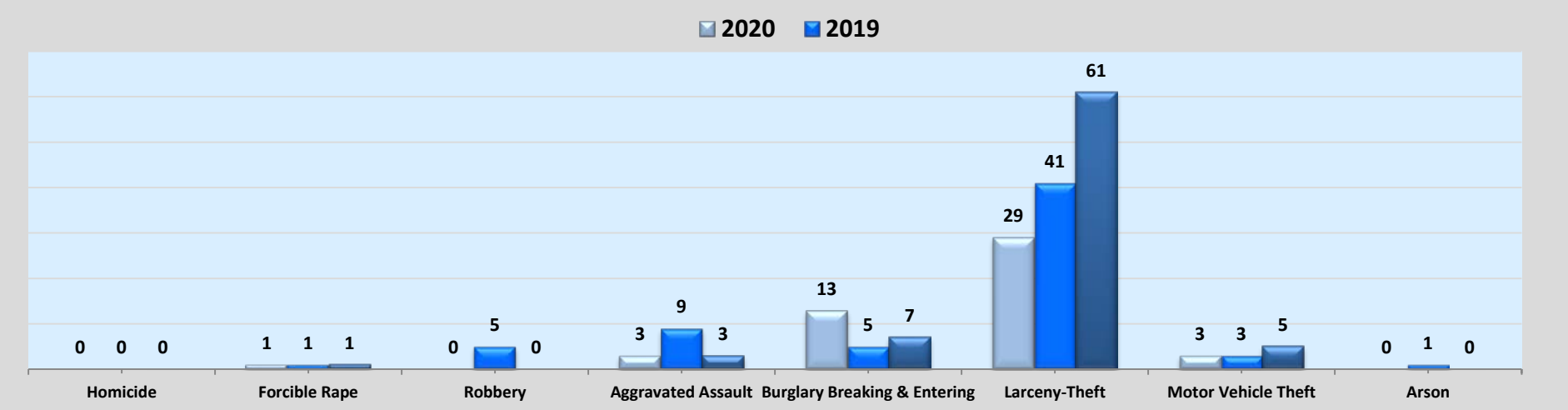
March Assault Comparison

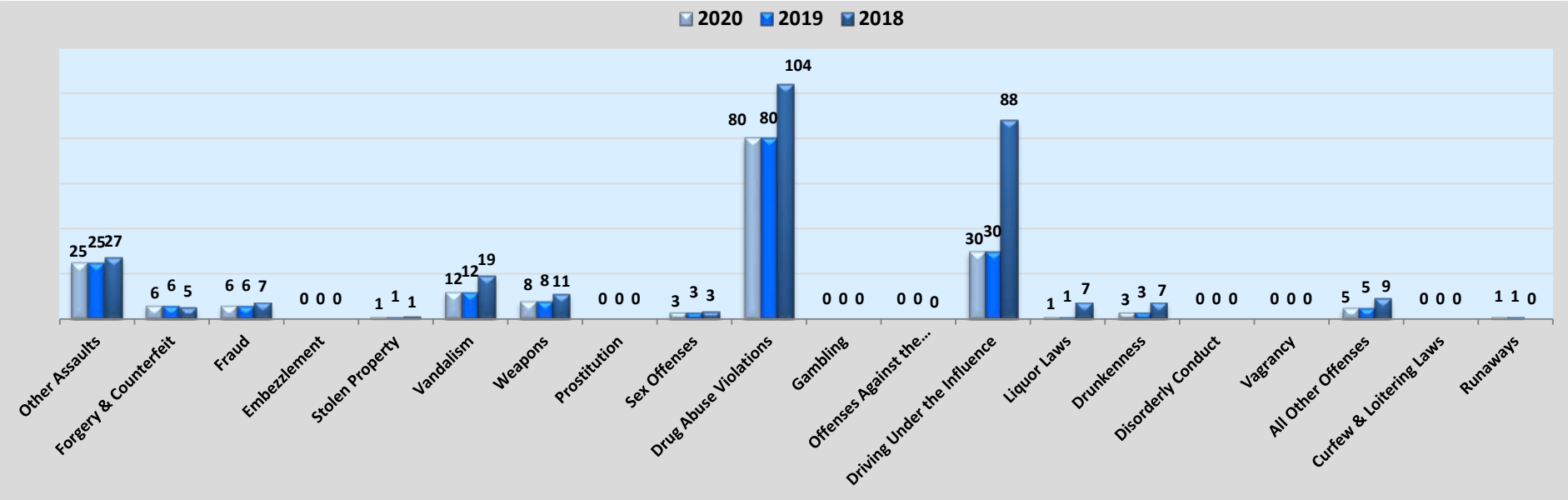


March Arrest Comparison



Part I and Part II Offenses





Department Highlights

Arrests
Adult Felony: 6
Adult Misdemeanor: 12
Juvenile: 3
DUI: 2

Complaints
No complaints received in March 2020

Commendations
Thank you card from Citizen

Girl Scout Troop #4104

Department Highlights

<u>Meetings Attended by Chief Chapmond</u>
Every Wednesday – Attended Senior Staff Communications Meeting

Mar 2nd – Attend EM Meeting at Town Hall
Mar 2nd – New River Trail Tour
Mar 2nd- Law Enforcement Advisory Committee Interview with WTOC
Mar 3rd – Attending meeting with Alston Homeowners Assoc.
Mar 3rd – Lunch meeting with Bluffton Citizen
Mar 3rd – Attend Private Transport Options for Mental Health Patients meeting
Mar 4th – Attend Lean Process Stakeholder Feedback luncheon
Mar 4th – Attend Boys-N-Girls Club meeting
Mar 5th – Attend Federal Reserve Leadership Round Table meeting
Mar 6th – Attend Coronavirus Discussion meeting
Mar 6th – Attend Lean Process Presentation
Mar 7th – Attend BPD Recruitment Expo
Mar 9th – Attending LCROA Dinner meeting
Mar 10th – Attend Chicken Salad Chick Grand Opening & Ribbon Cutting Ceremony
Mar 10th – Conduct CRASE training at International Junior Golf Academy
Mar 10th- Attending Alston Park Community Meeting
Mar 12th – Attending Boys-N-Girls Club meeting
Mar 13th – Attend Stake Holders meeting
Mar 13th – Covid-19 WebEx meeting
Mar 16th – Attend Continuity of Operations Planning meeting
Mar 16th – Covid-19 Conference call / BCSO
Mar 17th – Covid-19 State Conference update conference call
Mar 18th – BC Emergency Mgmt. Conference call
Mar 19th – Attending BCSO Press Conference
Mar 20th – Covid-19 WebEx meeting
Mar 20th – Attend Covid-19 Pandemic Town Operations meeting
Mar 24th – Facebook Live Storybook reading
Mar 25th – Attend lunch meeting with Fire Chief
Mar 26th – TOB Virtual Senior Staff meeting
Mar 26th – Meeting with County Administrator
Mar 27th – Covid-19 County WebEx meeting
Mar 27th – TOB Facebook Live video
Mar 27th – Facebook live Storybook reading
Mar 30th – Beaufort Memorial Hospital Covid-19 conference call
Mar 18th thru Mar 31st – Daily SCEMD Covid-19 update conference call

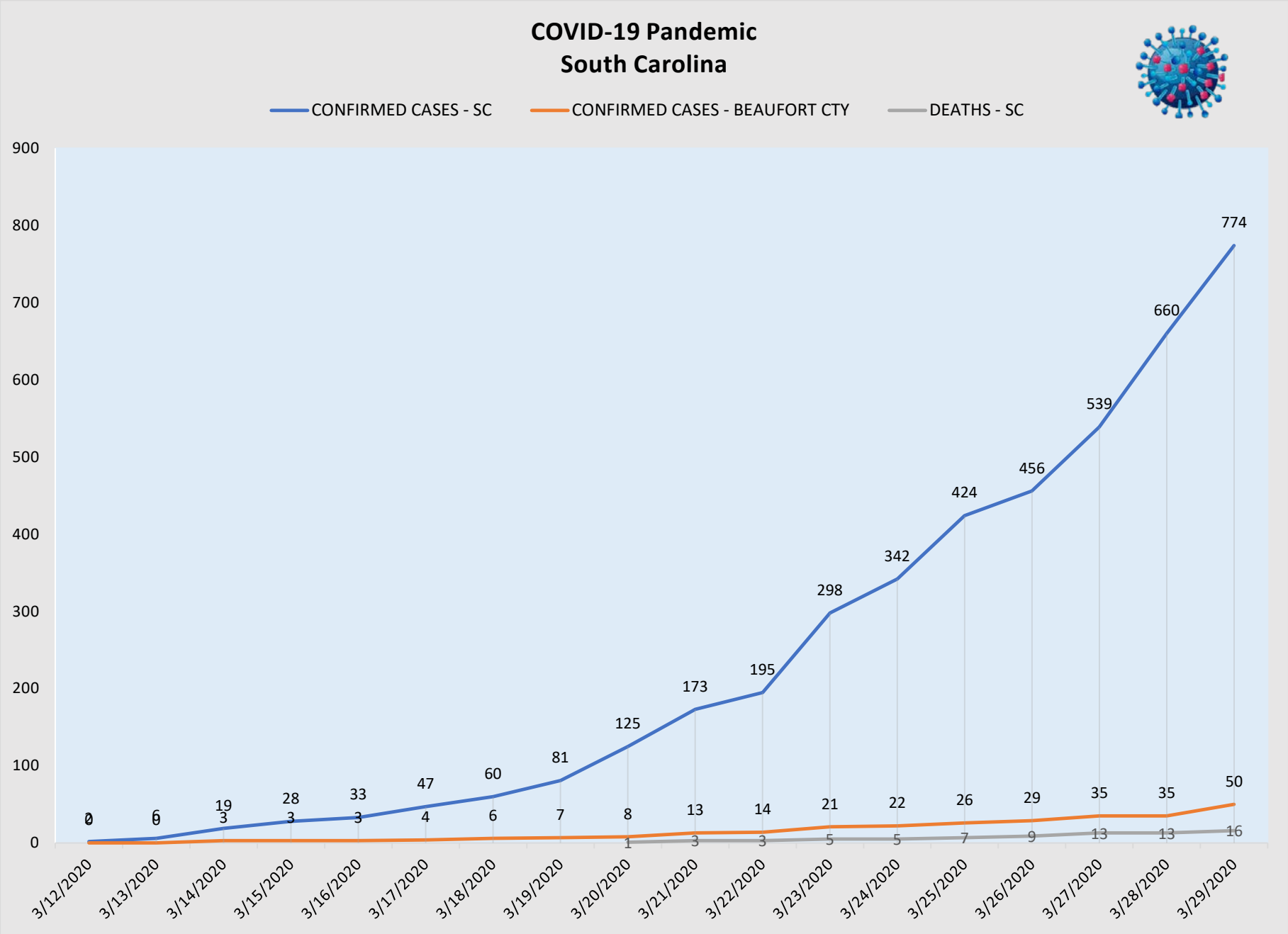
DO THE FIVE

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: 141,882
Recovered: 4,856
Deaths: 2520

South Carolina:
Confirmed Cases: 774
Deaths: 16
Beaufort County:
Confirmed Cases: 50
Deaths: 0


COVID-19 Pandemic
South Carolina
CONFIRMED CASES - SC
CONFIRMED CASES - BEAUFORT CTY
DEATHS - SC
900
800
700
600
500
400
300
200
100
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3/12/2020
3/13/2020
3/14/2020
3/15/2020
3/16/2020
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13
16

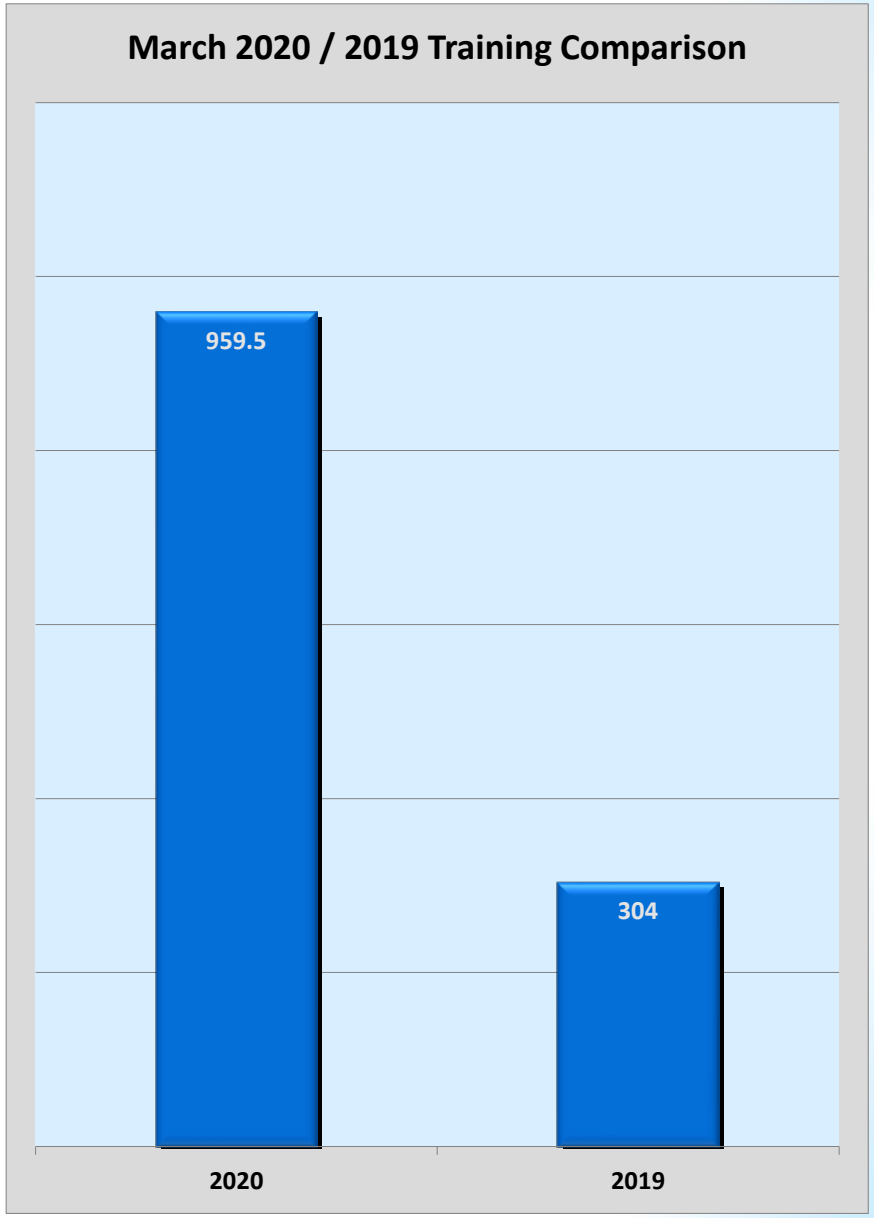
Department Highlights

Training – In-House
Police One Training:
- Bloodborne Pathogens – 32 hrs.
- All Hazmat -14 hrs.
- CISM Training – 108 hrs.
- Taser Training – 15 hrs.
- Recruit Pre- Service Training hours - 160 hrs.
- Police Explorers – 1 hr.

(ACADIS Training) – 16.5 hrs.
- Lineup Training 2020 (Jan-Feb)
- Legal 2019-2020
- CDV DV 2019

Training – Outside
FBI Carolina Command College – 40 hrs.
SC FBINA Refresher Training – 64 hrs.
SCCJA BLE #714 – 320 hrs.
Terrorist Screening Center – LE Encounter Overview – 189 hrs.

Marine Patrol
No marine patrol conducted during this month.

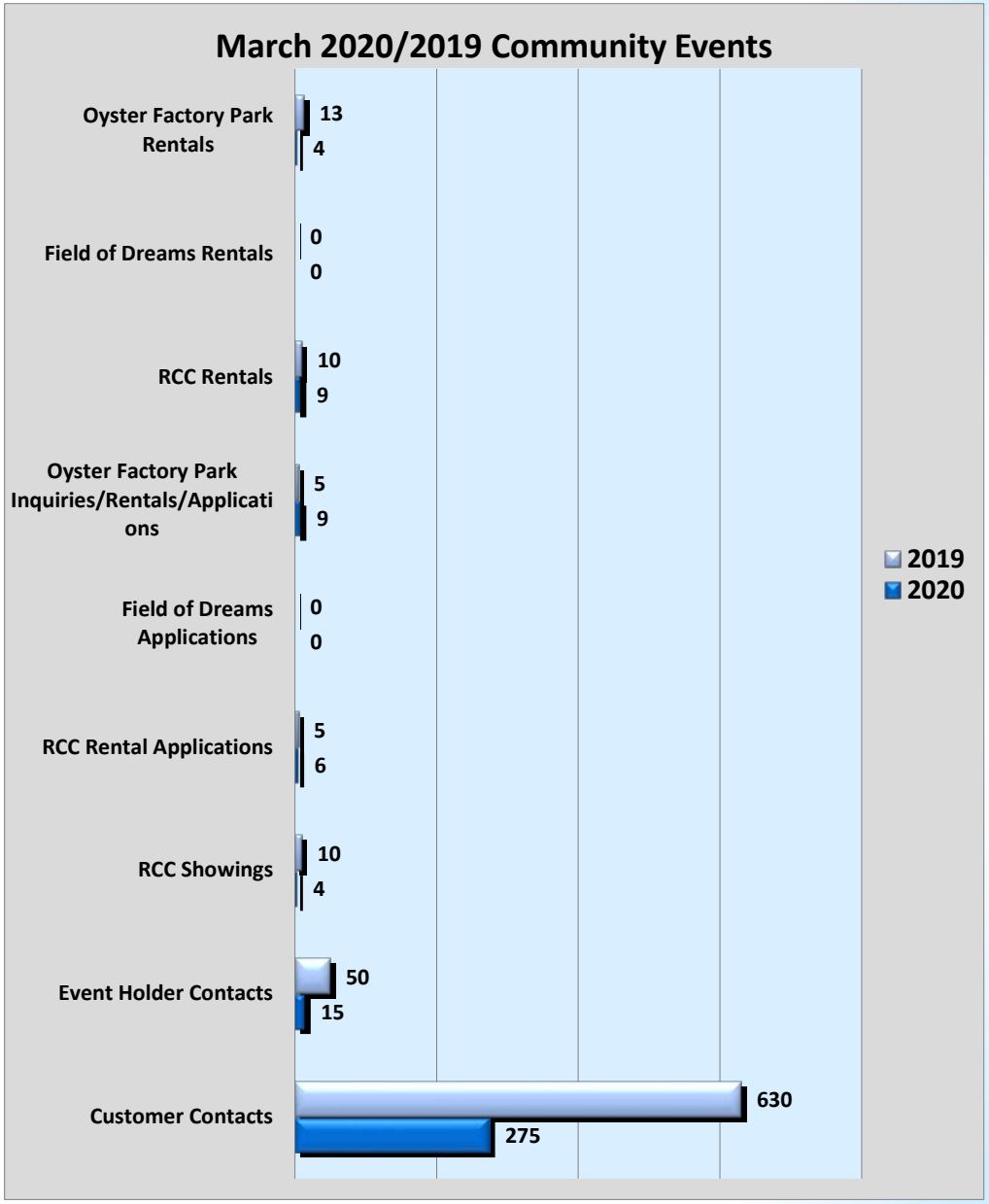


Department Highlights

Community Events
Customer Contacts: 375
Event Holder Contacts: 50
RCC Showings: 4
RCC Rental Applications: 10
Rotary Community Center (RCC) rentals: 14
Field of Dreams Applications: 0
Field of Dreams Rentals: 7
Oyster Factory Park Inquiries/Rentals/Applications: 11
Oyster Factory Park (OFP) rentals: 0
Community Events Applications Submitted: 7

Community Events
Mar 1st - NewSpring Church
Mar 1st - Cornerstone Church
Mar 1st - Church of the Cross - Old Town
Mar 1st - Church of the Cross – Buckwalter
Mar 1st - Campbell Chapel A.M.E. Church
Mar 4th - LCC Youth Group
Mar 5th - Farmers Market
Mar 7th - Leo's Legacy
Mar 8th - NewSpring Church
Mar 8th - Cornerstone Church
Mar 8th - Church of the Cross - Old Town
Mar 8th - Church of the Cross – Buckwalter
Mar 8th - Campbell Chapel A.M.E. Church
Mar 11th - LCC Youth Group
Mar 12th - Farmers Market
Mar 12th - Private Event @ OFP (Espy Lumber)
Mar 13th - Diocese Convention
Mar **13th** - Private Event @ OFP (Hunter)
Mar 14th - Private Event @ OFP (Hunter)
Mar 15th - Cornerstone Church
Mar 15th - Church of the Cross - Old Town
Mar **15th** - Church of the Cross – Buckwalter
Mar 15th - Campbell Chapel A.M.E. Church

Due to COVID-19 All other extra duties, and rentals were cancelled



Patrol Division

CALLS FOR SERVICE TOP 10 CALL TYPES	
Extra Pat Busin	4650
Extra Pat Resid	1779
Traffic Stop	390
Activated Alarm	134
911 Hang-Up	112
Case Follow Up	90
Disturbance	82
Reckless Drving	57
Domestic	54
Accident	51

Total Calls for Service: 7982

Avg per day: 272
Avg per day COVID-19 (as of Apr 14th): 321

UNIFORM TRAFFIC CITATIONS TOP 10 VIOLATIONS	
Speeding15mph-24mph & mor	50
Speeding 11mph-15mph & mo	17
DUS/notsuspforDUI-1st & m	15
Driving without a License	10
L/Plate;NoTag & more	10
Exp or Unreg Lice Plate &	10
Speeding25MphOrMore & mor	7
FailtoSurrendertag1st & m	6
Uninsured Vehicle & more	4
DisregardingTrafficContro	4
D/L;NotInPossession1st &	4
FLEEVING TO EVADE (ORD) &	4

Total Traffic Citations Issued: 182

WARNING CITATIONS TOP 10 VIOLATIONS	
Speeding	98
Speeding & more	34
Vehcle Licnse Viol	20
Defective Equipmnt	17
Disregrd Stop Sign	15
Defective Equipmnt & more	8
Other	8
Improper Lane Use	8
Disrgrd Traf Signl	6
Vehcle Licnse Viol & more	5

Total Warning Citations Issued: 276

WARRANTS SERVED	
MDP Drugs in Sch I b & c LSD Sch II-1st	1
MDP in Sch I(b) &(c) LSD & Sch II-1 st	1
Poss of cocaine-1st	1
Poss other controlled sub sched I-V-1st	2
DUS 2nd	1
Leaving Scene of Accident	1
A&B 3rd	1
Possession of Stolen Vehicle	1

Criminal Investigation Division

CRIMINAL INVESTIGATIONS	
Cases Assigned	24
Incident Reports Taken	1
Supplemental Reports	24
Cases Closed	22
Arrests Made	3
Arrest Warrants	13
Bond Court	4
Case Call Outs	1
Search Warrants	6

Main Cases March 2020:
20BP16012 Attempted Murder
20BP13187 Child Abuse
20BP12023 Child Abuse
20BP12847 CSC w/Minor

Case Call Outs March 2020:
20BP16012 – Attempted Murder

Training March 2020:
Recruitment – Det. Pouchprom / Officer Puryear
Career Day Bluffton Middle – Det. Fazekas

DRUG TASK FORCE	
Cases	13
Incident Reports	13
Supplements	6
Crime stoppers	1
BPD Vice/Drug Reports Assigned	0
Searches Vehicles	15
Search Warrants	0
Arrests	11
Arrest Warrants	8
Controlled Buys	0
Traffic Stops	19
UTT's – 9 County tickets – 4 Warnings - 13	26
Knock & Talks	1
Assist Other Agency	2
Weapons Offenses	1

Drugs Seized (grams):
Marijuana: 48.02
MDMA: 8 Pills
Methamphetamine: 6.6
RX / Other: 30

Charges:
PWITD Methamphetamine 1
PWITD Marijuana 1
Unlawful Carry of Pistol 1
Possession of Marijuana 3

Searches:
Vehicle - 15
Residence – 0

Money Seizure: $1,000

Weapons Seized: 2

CAREER CRIMINAL UNIT	
Cases Assigned	4
Incident Reports Taken	2
Supplemental Reports	5
Cases Closed	2
Arrests Made	
Arrest Warrants	
Bond Court	
Case Call Outs	
Search Warrants	1

CCU Ongoing Cases:
19BP52519 – Confidential Case (Conspiracy)
19BP52996- Attempted Murder
19BP62723- Murder
20BO16012-Attempted Murder

Digital Forensic Extractions:
20BP16012- X1

Community Action Team

Traffic Officer:
Cpl. Dickson
Tickets: 45
Warnings: 12
Total Citations: 57
Collision Reports: 11
Incident Reports: 1

Downtown Traffic Stats:
Tickets: 9
Warnings: 3
Truck Route: 0
Parking Tickets: 7

Code Enforcement:
Sign Violations: 0

Environmental / Zoning Violations: 0

Business License:
Extended Stay – Fraser Construction- HOLD on permit

Crowne at 170- LEC Properties- NOV for DLF Home Improvement

Requested applications from Palmetto Bluff – NOT RECEIVED

Bridgette Frazier – Chef B's Eatz - needs fire inspection for Permit.

**15 Bruin Rd- Joe's Ice Cream- waiting on legal opinion

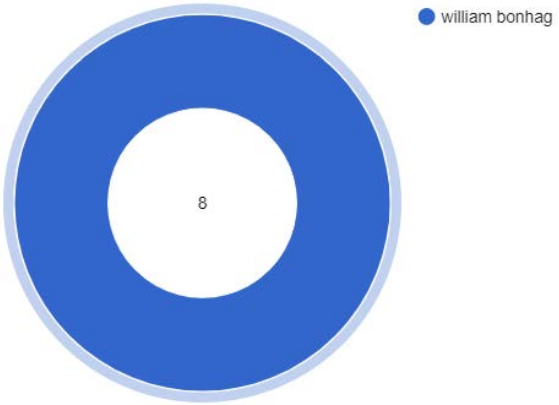
Noise Complaints: 0

Court:
5 Joe Lewis Lane – Moved to May

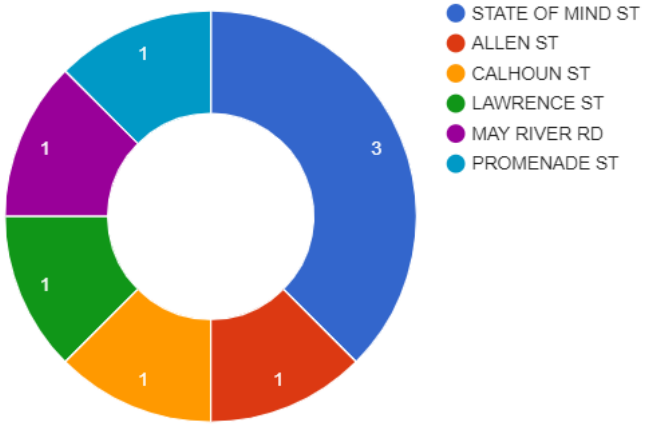
Pre- Construction Meetings: 0
Lockdown Drills: 0
Business License Check: 20

Community Service Assistants – March 2020

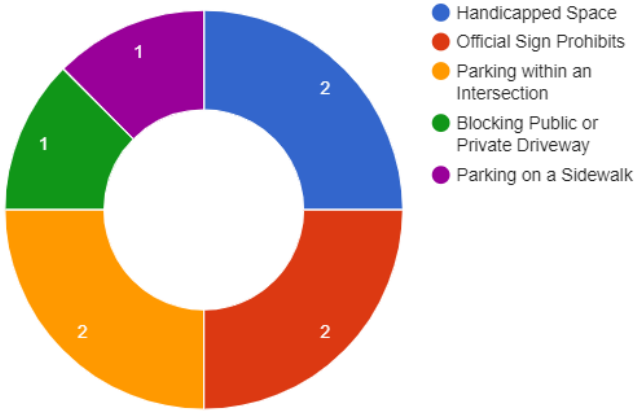
Tickets By Officer Month To Date



Tickets By Location Month To Date



Tickets By Violation Month To Date



Bluffton Community Contacts

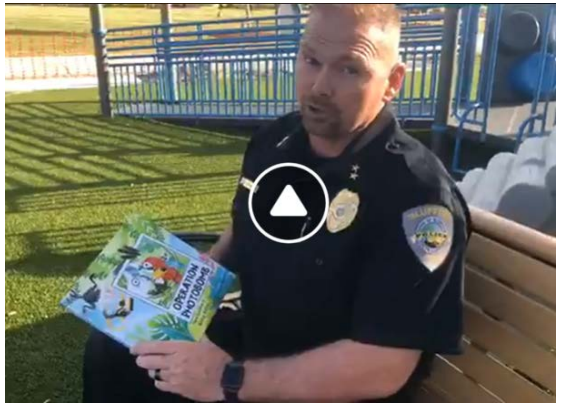
Mar 7th – Bluffton PD Hiring Expo where men and women of all ages registered and took the written and agility test

Bluffton Community Contacts cont. . .

Livestream Videos

Mar 23rd – School Resource Officer Lauren Lee reading "Brave"

Mar 25th – School Resource Officer Lauren Lee reading "Bark George"



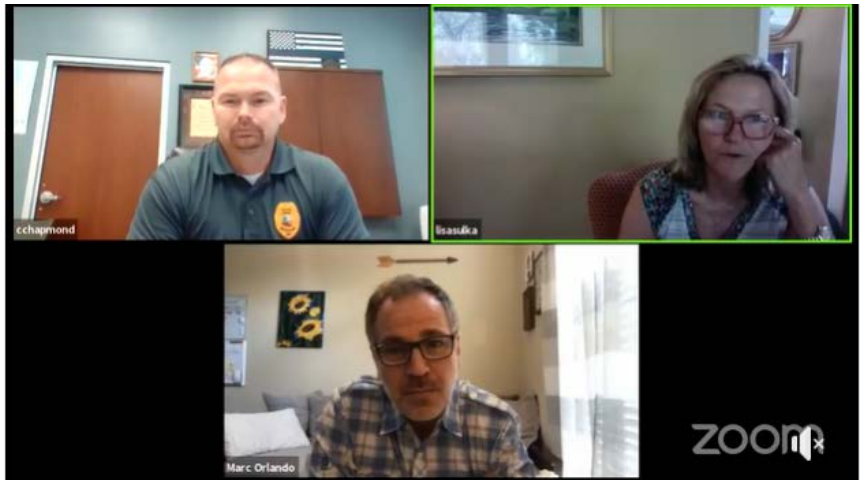
Mar 24th – Chief Chris Chapmond reading "Operation Photobomb"

Bluffton Community Contacts cont. . .

Livestream Videos

Mar 26th – Captain Babkiewicz and Captain Lee Levesque reading "The Book with No Pictures"

Mar 27th – Chief Chris Chapmond reading "Sock Story"



Mar 27th – Mayor Lisa Sulka, Town Manager Marc Orlando and Chief Chris Chapmond share Covid-19 updates to Bluffton residents.

Lutzie 43 Actions

Scholarship applications - applications for the Bluffton Lutzie 43 scholarship are coming in and still being promoted.

347 Lutzie 43 cards were handed out to motorists by Bluffton Police Officers.

Note: As a result of the COVID-19 state of emergency and possible cross contamination, the Lutzie 43 cards were not handed out.

Commendations . . .

Dear Chief Chapmond and to all the amazing Law Enforcement officers from the Bluffton PD:

We just wanted to take a moment and thank you all for serving your communities & beyond. For risking your lives every day, while on uniform and when you're off duty. For all sacrifices made by each of you & your loved ones.

Please know you're appreciated and loved! We support you and your brothers and sisters in blue from Bluffton.

Once again, thank you for everything you do! Be safe blue, you're in our thoughts & prayers.

Sincerely
Margie, Rafael, Nicole & Stephanie

If you ever need anything, my twitter Account is @mgarcia1701 and our address is in the envelope.

We're always here for you!

#BlueFamily♡

TOWN COUNCIL

STAFF REPORT
Municipal Court Department

MEETING DATE:	April 14, 2020
PROJECT:	February 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 February, 2020 a total of seven sessions were conducted which included four morning sessions and three afternoon session.

Municipal Court currently has 590 cases pending which is a combination of 479 criminal/traffic cases, 57 jury trial request, and 54 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 99 cases pending on the docket as of February 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 11 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 18 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 13 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 11 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.

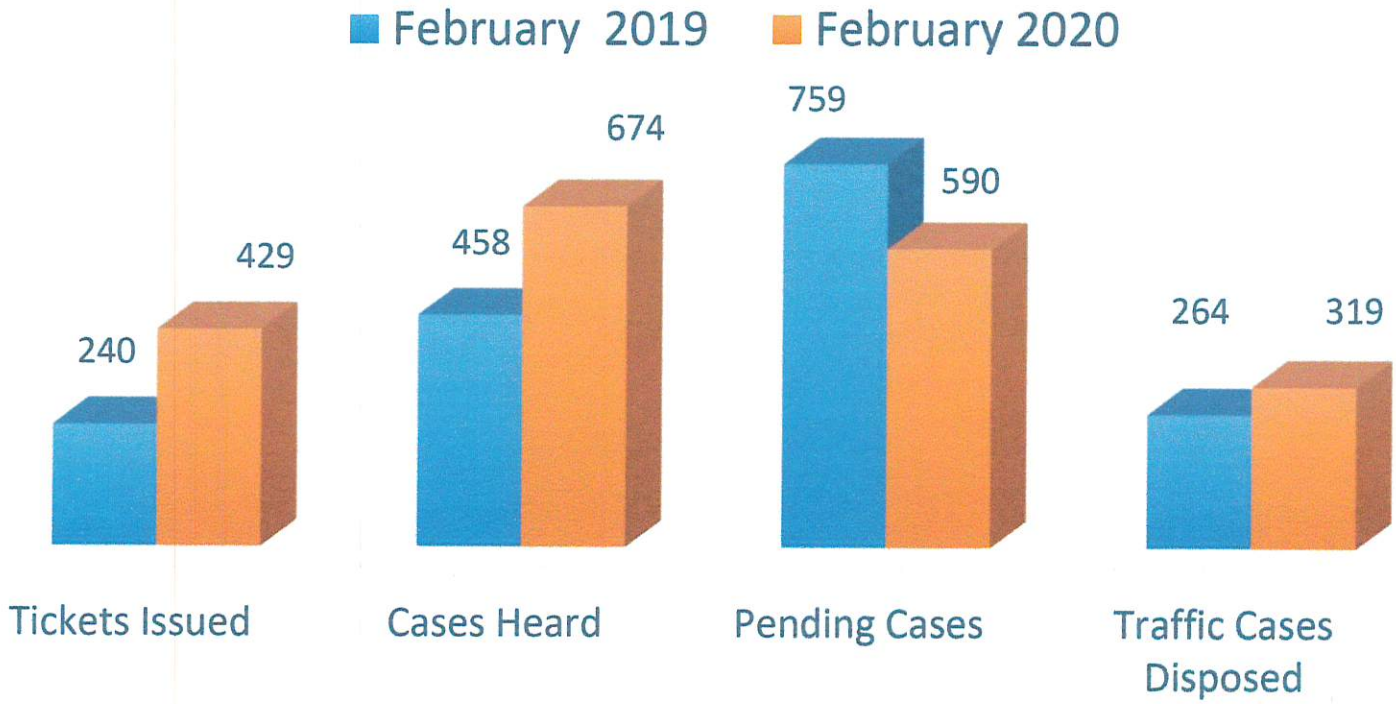
Town of Bluffton Municipal Court

Statistics for February 2020

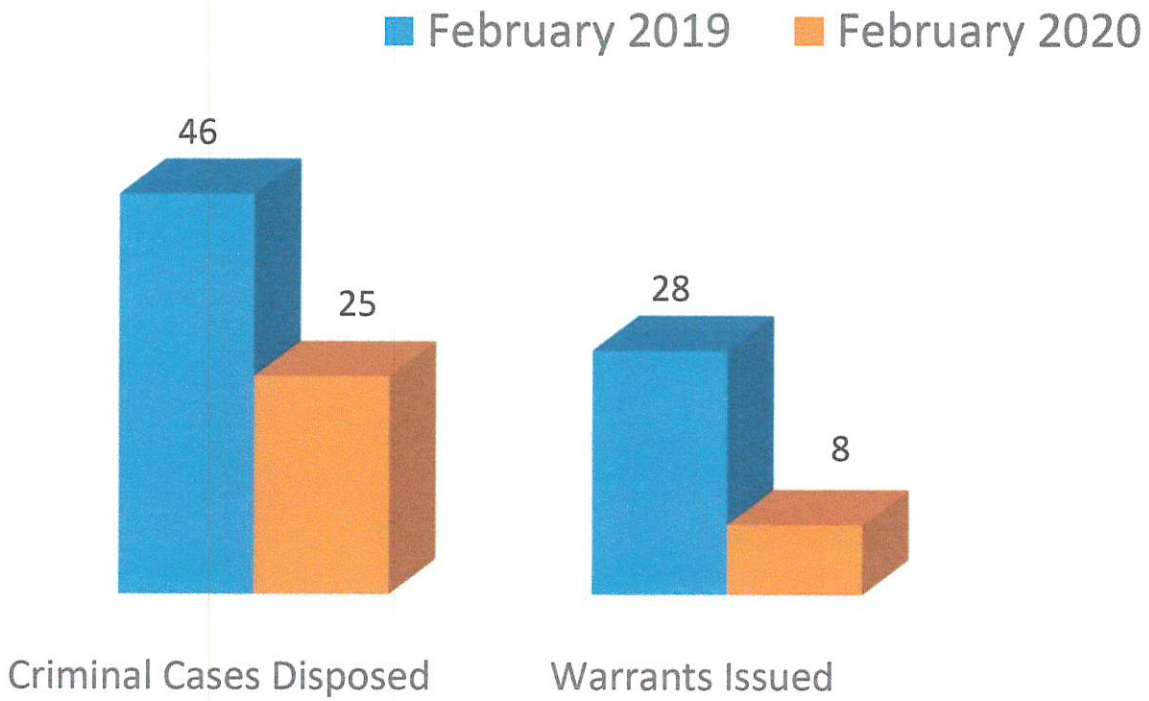
Presented by:

Lisa Cunningham, Clerk of Court

Town of Bluffton Municipal Court



Town of Bluffton Municipal Court



<u>Director's Report - DRCI</u>
March 2020

The Hub Construction Update

- Hub Scheduled to open first week of April
    - possible delay due to construction team shortage
- Receiving weekly updates from Project Manager on Hub building progress

Finance

- FY 2021 V1 budget submitted

Business Innovation Programs

- Signed "RightNowHelp" as new Innovator
- Signed "Beach Biscuit" as new Innovator
- Met with third potential Innovator, "Butterfly Back Pak". Anticipate signing in April
- Developing pipeline analysis conversion ratios
- Updating the Mentor Program to 2.0
- Creating LAUNCH Program 2.0 (Anticipate May start date)
- Using Basecamp for Innovation Program management

Membership

- 1 new Individual Members
- 8 Gross / 5 Net (63%) Individual renewals
- 3 Partner renewals (no losses)

Operations

- Developing new DRCI Website
- Upgrading member software to Proximity (needed functionality for The HUB)
- Minor revisions to DRCI by-laws
- New HubSpot CRM software being used for all contacts and Innovators

Marketing

- Smart Marketing publicizing all programs and coordinating HUB grand opening
- SESSIONS March networking event cancelled
- Feeding Innovation Program. First meeting held. Future meetings TBD

TOWN COUNCIL

STAFF REPORT
Engineering Department

MEETING DATE:	April 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 acquisition are underway.
- **Next Steps**
  - Complete easement acquisition, permitting and construction documents.
  - Begin construction in FY 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 awaiting SCDOT approval.
- Phase 5 (Kitty Road to 301 Buck Island Road) construction contract has been awarded to JS Construction.
- Phase 6 (along Simmonsville Road from Grayco northward to the existing New Mustang Road sidewalks) is under design.
- **Next Steps**
  - Phase 4 – SCDOT signoff of sidewalk construction.
  - Phase 5 – Construction (from Kitty Road to lot 310 Buck Island Road) anticipated to begin in late Spring 2020.
  - Phase 6 - Design and construction of the remaining Simmonsville Road sidewalks, Phase 6 to be completed in FY 2020 – 2021.

3. Bridge Street Streetscape

- Surveying, photometric plans and preliminary sidewalk alignment plans are complete.
- Submitted plans at the January TC Workshop for review and approval.
- **Next Steps**
  - Submit preliminary alignment to SCDOT for initial review and comment.
  - Complete engineering design, street lighting plans, permitting and easement plats in FY 2020.

- Easement acquisition and bidding are proposed for FY 2021 with construction in FY 2022.

4. New Riverside Linear Trail

- FY21 parking, trail and signage improvements are complete.
- **Next Steps**
  - Installation of new entry gate in March.
  - Begin planning and prepare a Conceptual Master Plan in FY 2021 pending budget approval.

SEWER & WATER

1. Buck Island-Simmonsville Sewer (Phases 5A-5E)

- Construction has started on Phase 5E (Poseys Court).
- **Next Steps**
  - Finalize the construction contract for Phase 5A-D.
  - Start house connections after the main line construction is complete.

2. Historic District Sewer Extension Phase 1 – Pritchard Street

- Received SCDHEC permit to construct.
- **Next Steps**
  - Obtain road ownership from SCDOT.
  - Issue documents for bidding

3. Historic District Sewer Extension Phase 2 – Bridge Street

- Received SCDHEC permit to construct.
- **Next Steps**
  - Present request for road ownership to Town Council.
  - Obtain road ownership from SCDOT.

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**
  - Complete construction and project closeout.

HISTORIC DISTRICT IMPROVEMENTS

1. Boundary Street Lighting

- Phase 2 photometric plans complete.
- Resubmitted Phase 2 street lighting for SCDOT encroachment permit.

- **Next Steps**
  - Obtain permits and agreements for the remainder of Boundary Street lighting in FY 2020.
  - Obtain easements as needed for Phase 2 street lighting.

2. 184 Bluffton Road Renovations

- Site work, landscaping, lighting and signage complete.
- **Next Steps**
  - Install parking lot rules signs.

3. Historic District Enhancements

- Town is evaluating survey data collected along Boundary Street and adjacent property.
- **Next Steps**
  - Implement Storm Water Management feature to address drainage issues in the area.

4. Calhoun Street Streetscape

- MKSK updated streetscape plans to incorporate alternate site furnishings and additional landscape at proposed Dominion Energy facilities
- Met with Spectrum and Hargray to locate underground utilities.
- **Next Steps**
  - Complete Streetscape Master Plans and illustrations and submit for review at the April Town Council Workshop.

PARK DEVELOPMENT

1. Oyster Factory Park

- Obtained Conceptual Master Plan and cost estimate updates from Witmer, Jones, Keefer**.**
- Garvin/Garvey interior signage is complete.
- **Next Steps**
  - Coordinate the relocation of salvaged Calhoun Street dock components to Oyster Factory Park once the dock permit is obtained.
  - Present progress plans at the April Town Council Workshop for review, comment and further direction.
  - Begin final design of next phase of improvements per Town Council direction provided at the Workshop.
  - Garvin/Garvey exterior signage to be installed June 2020.

2. 68 Boundary Street Park Renovations

- Retractable bollards complete.
- **Next Steps**
  - Replace detectable warning mats with pavers.

3. Calhoun Street Dock and Public Riverfront Access Improvements

- SCDHEC approved permit, awaiting USACOE approval.
- **Next Steps**
  - Prepare structural drawings and verify construction cost.
  - Construction start to be determined based on approval date of new permit application and contract negotiations. If approved, construction is anticipated to start in May.

4. Wright Family Park

- Bulkhead and boardwalk are complete.
- Site work construction began in January 2020. Parking area and utility construction is substantially complete.
- Hilton Head Landscape has begun sidewalk construction.
- Garage renovation, into restroom and kitchenette facility, is substantially complete and awaiting water meter approval to obtain the CO. FFE of warming kitchen to be complete within 60 days.
- Squire Pope Carriage House survey results received 1/31/20. Met with architects to kick-off stabilization plans and construction documents.
- Selected contactor for interpretive signage. Met with consultant on 3/11/20 to kick off project.
- **Next Steps**
  - Complete sidewalks, landscape, lighting and site furniture by mid-May.
  - Complete garage renovation.
  - Obtain formal proposal for Squire Pope Carriage House engineering and construction drawings.

5. Oscar Frazier Park

- Survey and design of perimeter sidewalks are complete.
- Obtained new bids for sidewalk construction on 2/24/20.
- **Next Steps**
  - Review revised bids, execute contract and install perimeter sidewalks.

6. Veterans Memorial

- Project is substantially complete.
- Minor hardscape construction and punch list items area underway with Southern Palmetto Landscape and Grand Oaks Construction.
- **Next Steps**
  - Install 200+ engraved bricks early May
  - Install brick borders to plaza planters
  - Install dedication plaque, tables and chairs

7. New Riverside Barn/Park

- Surveying and public input sessions are complete. Survey results were presented at January TC Workshop.

- Received initial Concept Plans from consultants, Staff provided comments and sent to Hart Howerton for additional review and comment
- **Next Steps**
  - Land planners and architects to complete initial Conceptual Master Plan alternatives and Conceptual Architectural Plans.
  - Present Plans to Council at the April Quarterly Workshop.

TOWN FACILITIES AND MISCELLANEOUS PLANNING

1. Buckwalter Place Multi-County Commerce Park

- Playground equipment, site furnishings and wayfinding signage have been installed.
- Site Development Plans for the LEC expansion are complete and sent to permitting agencies.
- Don Ryan is under construction. Project to be complete in April 2020.
- Executed contract for playground fence. Fence is being fabricated and scheduled for installation the third week of April.
- **Next Steps**
  - Complete construction of the Don Ryan Center for Innovation.
  - Continue construction documents and permitting for the LEC service yard expansion. Send out for bids by the end of March.
  - Continue infrastructure planning for the Town's future development parcels. Final design and construction pending FY 2021 budget approval.

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.

3. Ulmer Theater Improvements

- Renovation started on 8/5/2019 and was completed in February 2020.

4. Ghost Roads

- Surveying is underway for easement exhibits.
- Pritchard Street Quit Claim Deed exhibit is 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-five (35) CIP projects are currently in progress. Two new parks, one parking area, one sidewalk project, one street lighting project and several improvements to existing public facilities were completed prior to the end of 2019. Additional CIP projects including BIS Phase 5 sewer, BIS Phase 5 sidewalks and Jason Able Sewer extension are set to start construction in the first quarter of 2020. The LEC expansion, Pritchard Street sewer and Calhoun Street dock are expected to start construction in the third quarter 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.
- **Next Steps**
  - Final document delivery to jurisdictions for adoption 3/31/20, Municipal adoption by each jurisdiction will follow.

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.
- **Next Steps**
  - Bi-weekly 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 projected impacts of sea level rise.

2. Joint Councils Meeting for Watershed Management Initiatives

- BJWSA developed their CIP list for FY2020 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.
- **Next Steps**
  - Staff from BJWSA, Beaufort County and Town will meet to discuss long-term sewer extension strategy when operations return to normal.

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

- Staff was interviewed by Municipal Association of SC for the "Day in the Life of" article series. April's edition will feature a "A Day in the Life of a Stormwater Manager."
- Staff attended the monthly Beaufort County Stormwater Utility Board meeting on 3/11/20.
- Staff participated at Bluffton Middle School's Career Day on 03/12/20.
- Staff is working to secure partnerships and coordinate volunteer groups for the 20th Annual May River Cleanup which will be held 5/2/20.
- May River Watershed Action Plan Advisory Committee meeting was canceled due to Coronavirus 3/27/20. **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 conducted sampling on 03/16/20. MST samples collected in March were unable to be processed due to the Coronavirus.
  - Town staff collected MST samples in conjunction with quarterly MS4 sampling on 02/05/20. MST results were shared with Town Council and Senior Staff via email on 03/02/20 . Following these results, Town staff conducted investigations including surface effluent, septic tank inspections, and possible sanitary sewer overflow investigations. In addition, staff requested BJWSA smoke test the sewer infrastructure in the area of Huger Cove off Bridge Street. BJWSA personnel will be coordinating with Town staff as plans are made.
- 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 participated in Certified Erosion Prevention and Sediment Control Inspector training on 3/5/20. Certification notification is pending.

10. Citizen Drainage, Maintenance, and Inspections Concern Map – Attachment 7

11. Citizen Request for Watershed Management Services & Activities – Attachment 8

Public Works

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.

2. Beautification Program – Attachment 9

- Landscape Maintenance - ongoing routine

3. Facilities

- Facilities and Parks Maintenance - ongoing routine

4. Public Works Activities Report - Attachment 10

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. Beautification Committee Agenda
10. 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

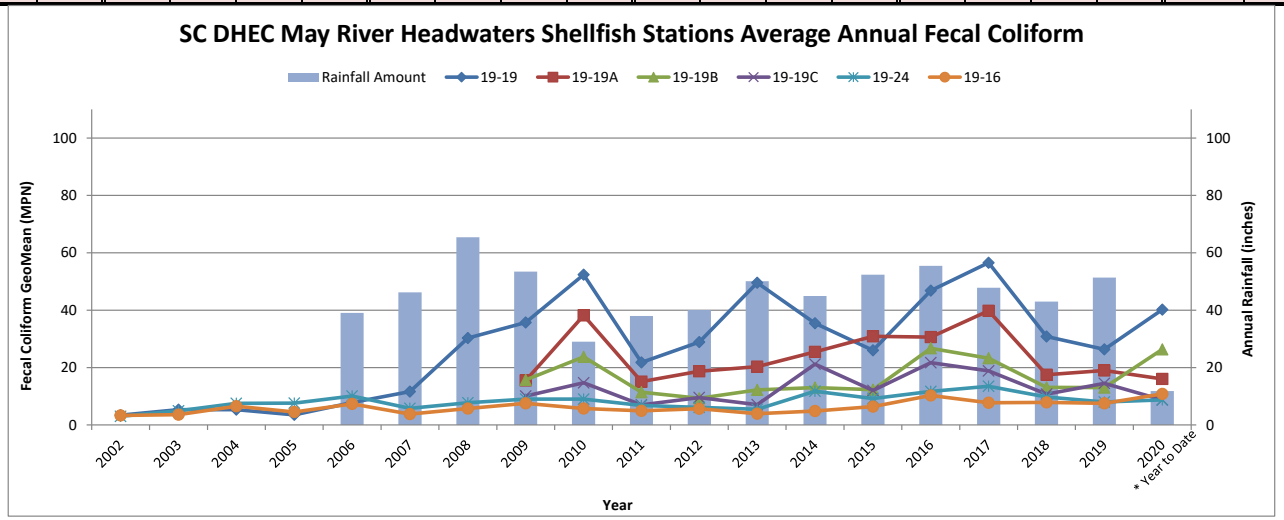
ATTACHMENT 1

	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		49.0	23.0	49.0		13.0	23.0	49.0		17.0	7.8	46.0		7.8	4.5	13.0		4.5	1.8	4.5	
May	17.0	17.0	7.8		23.0	33.0	9.2		7.8	17.0	7.8		2.0	13.0	2.0		23.0	23.0	6.8		4.5	13.0	4.5	
April	7.8	33.0	23.0		23.0	13.0	13.0		4.5	17.0	7.8		7.8	17.0	6.8		13.0	49.0	23.0		4.5	17.0	6.8	
March	350.0	22.0	23.0		11.0	21.0	23.0		33.0	4.5	6.8		13.0	11.0	13.0		13.0	7.8	7.8		33.0	9.3	4.5	
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	40.2	39.8	17.5	19.0	16.0	23.3	13.1	13.0	26.3	18.8	10.7	14.5	8.7	13.5	9.8	8.0	8.7	7.7	7.9	7.5	10.8
** 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

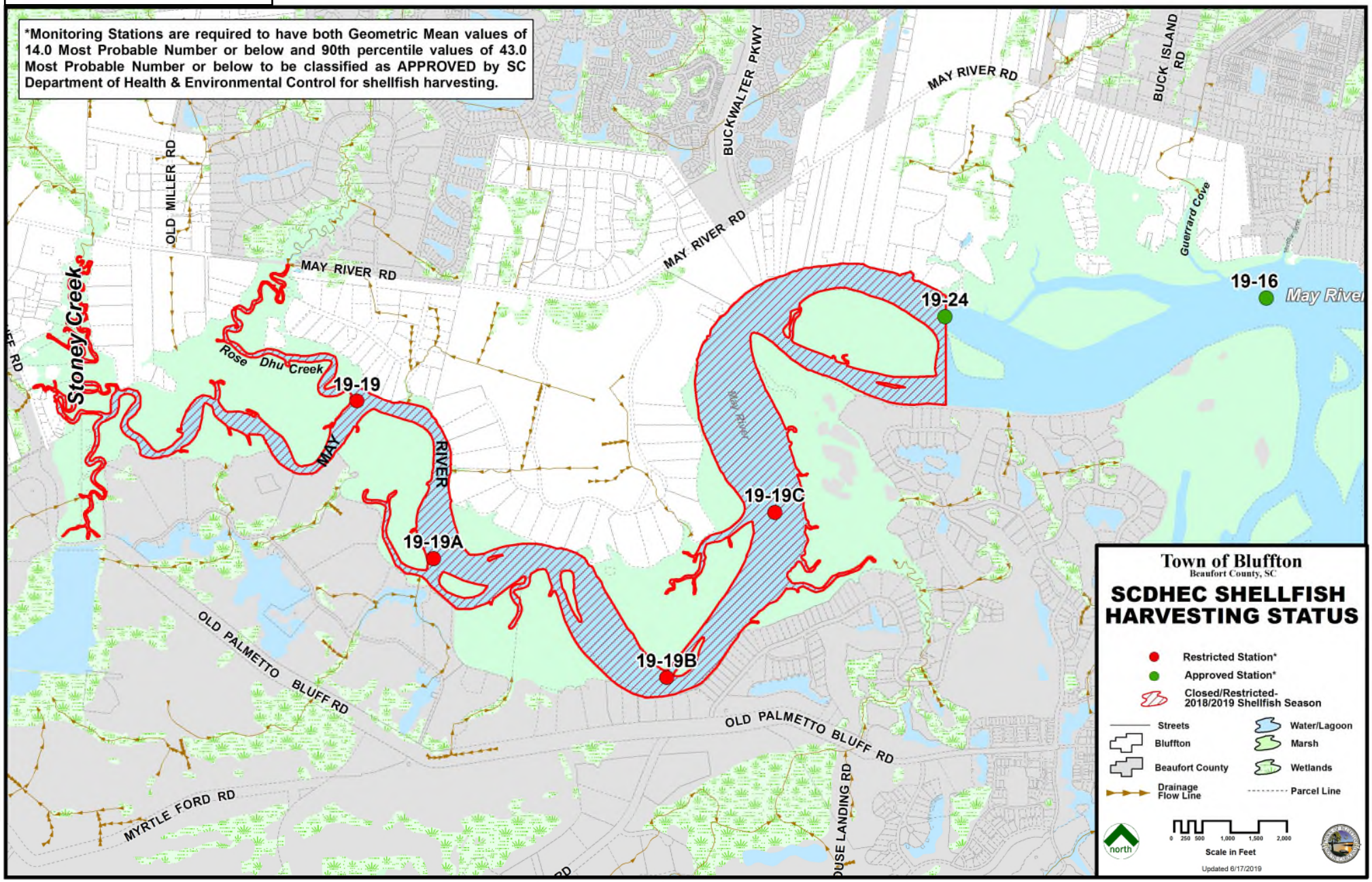
AS = Additional Samples

** Town staff calculations utilizing DHEC statistics



ATTACHMENT 1a

May River Headwaters



ACTIVITY - FINANCIAL	STATUS
Funding Opportunities	1/23/20 May River Watershed Action Plan Advisory Committee discussed a Stormwater Utility Fee increase for Tax Year 2020. Formal recomendation to Council to be considered at 2/27/20 WAPAC meeting. ***Staff submitted an initial proposal on 3/13/20 for May River 319 Grant Phase 5 - Bridge Street Retrofit for stormwater treatment. Notification is anticipated by 4/30/20.***
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 3/20.
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.***

ATTACHMENT 3

TOWN OF BLUFFTON
MAY RIVER WATERSHED ACTION PLAN ADVISORY COMMITTEE MEETING

Theodore D. Washington Municipal Building
Henry "Emmett" McCracken Jr. Council Chambers
20 Bridge Street, Bluffton, SC 29910
Thursday, March 26, 2020 | 9 AM

CANCELED

I. CALL TO ORDER

II. NOTICE REGARDING POSTING OF MEETING PER SOUTH CAROLINA FREEDOM OF INFORMATION (FOIA) REQUIREMENTS

III. ROLL CALL AND CONFIRMATION OF QUORUM

IV. ADOPTION OF AGENDA

V. ADOPTION OF MINUTES –February 27, 2020

VI. PUBLIC COMMENTS

Every member of the public who is recognized to speak shall address the Chairman and in speaking, avoid disrespect to the Committee, Town Staff, and other members of the meeting. For the record, state your name and address prior to speaking.

VII. PRESENTATIONS, CELEBRATIONS AND RECOGNITIONS:

VIII. NEW BUSINESS

1. May River Watershed Story Map

IX. OLD BUSINESS

1. Water Quality Monitoring Program (standing item)
   A. Weekly Sampling Update
   B. Microbial Source Tracking (MST) Update
   C. SCDHEC Shellfish Data Update

X. DISCUSSION

XI. ADJOURNMENT

NEXT MEETING DATE: Thursday, April 23, 2020

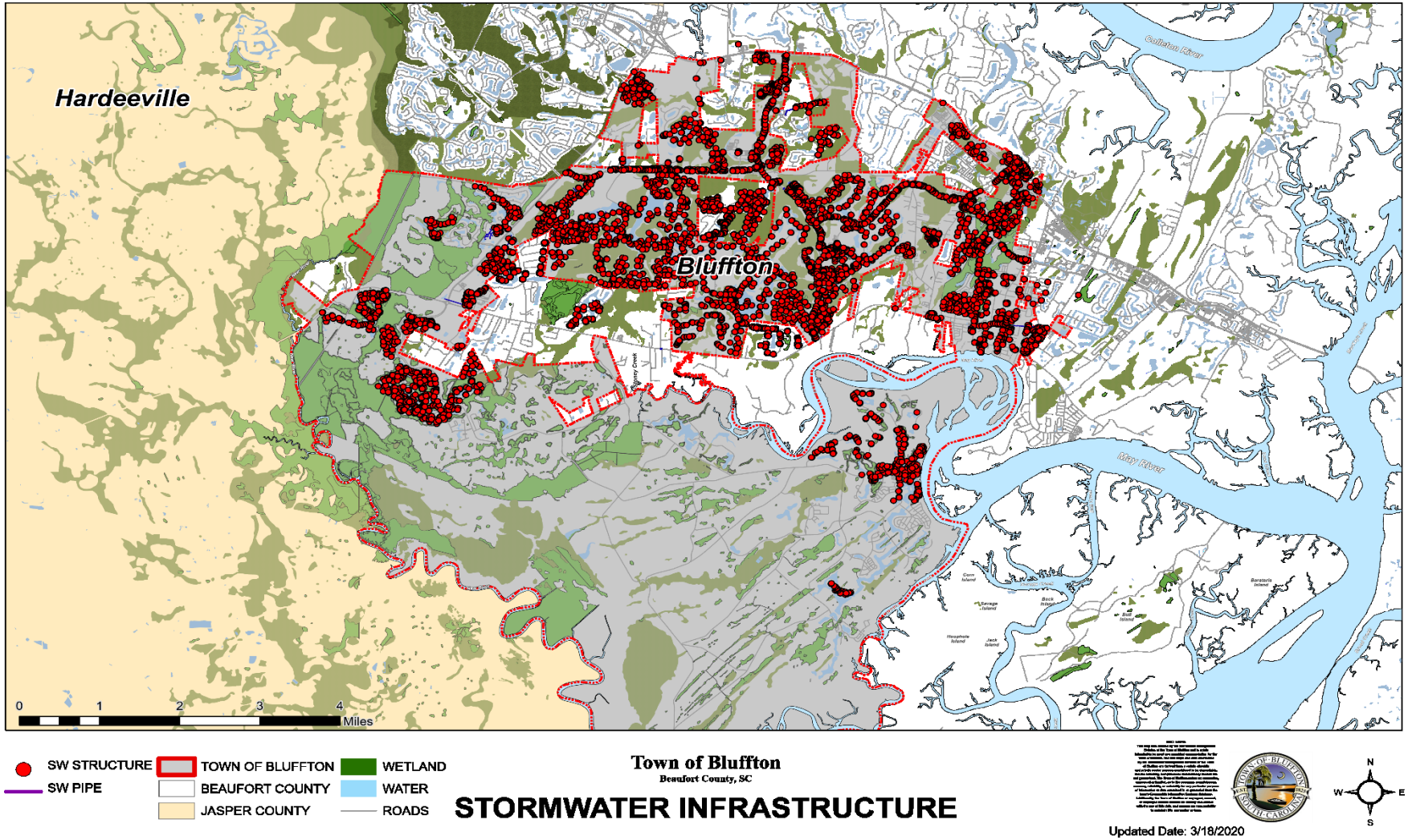
"FOIA Compliance – Public notification of this meeting has been published and posted in compliance with the Freedom of Information Act and the Town of Bluffton policies."

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 public comment session and a form must be filled out and given to Town Staff. Public comment must not exceed three (3) minutes.

ATTACHMENT 4a

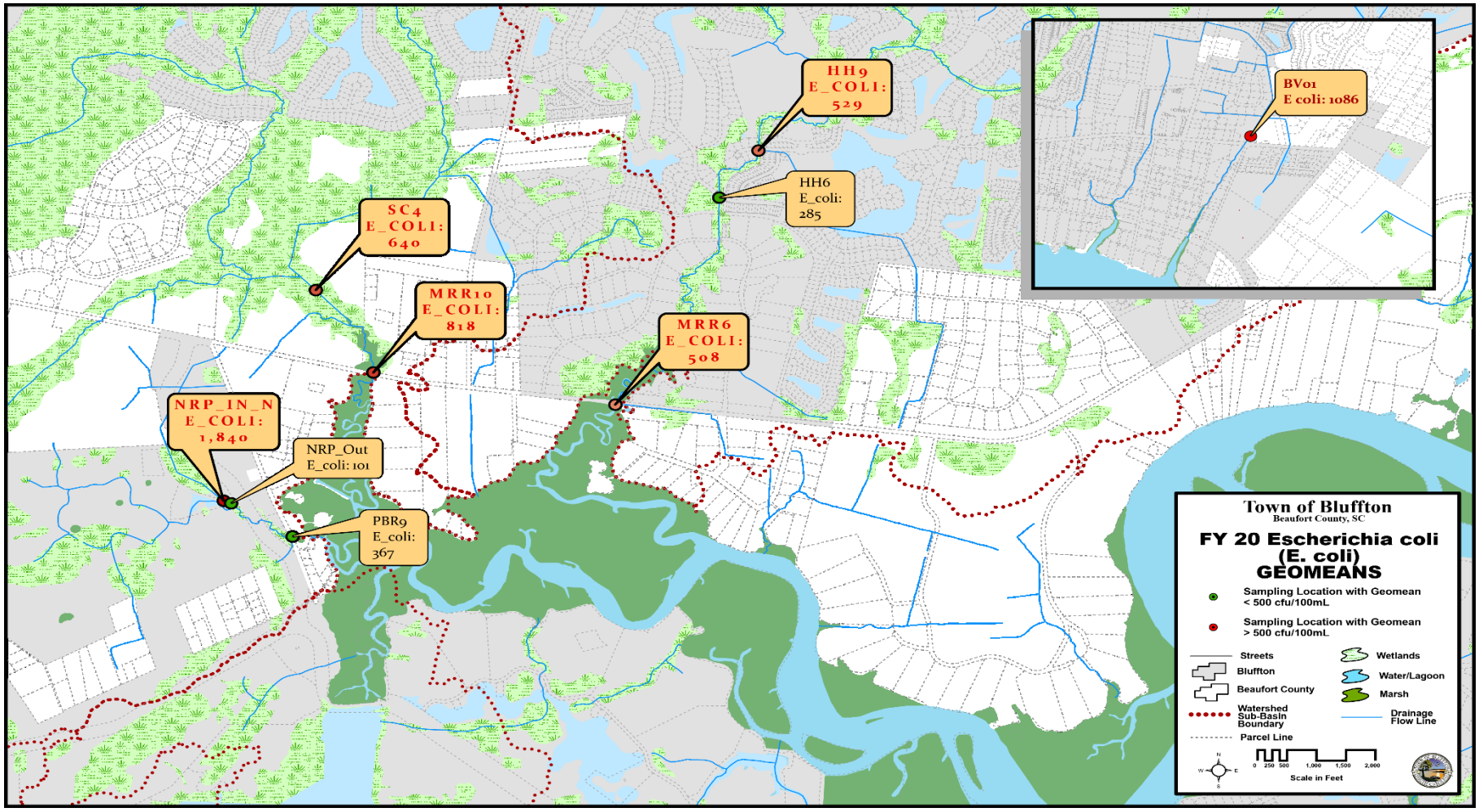
MS4 Minimum Control Measure #3 – IDDE (Illicit Discharge Detection & Elimination): Stormwater Infrastructure Inventory



Stormwater Infrastructure Inventory Collection Status	
FY 2020 YTD Collection Totals	3,699
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



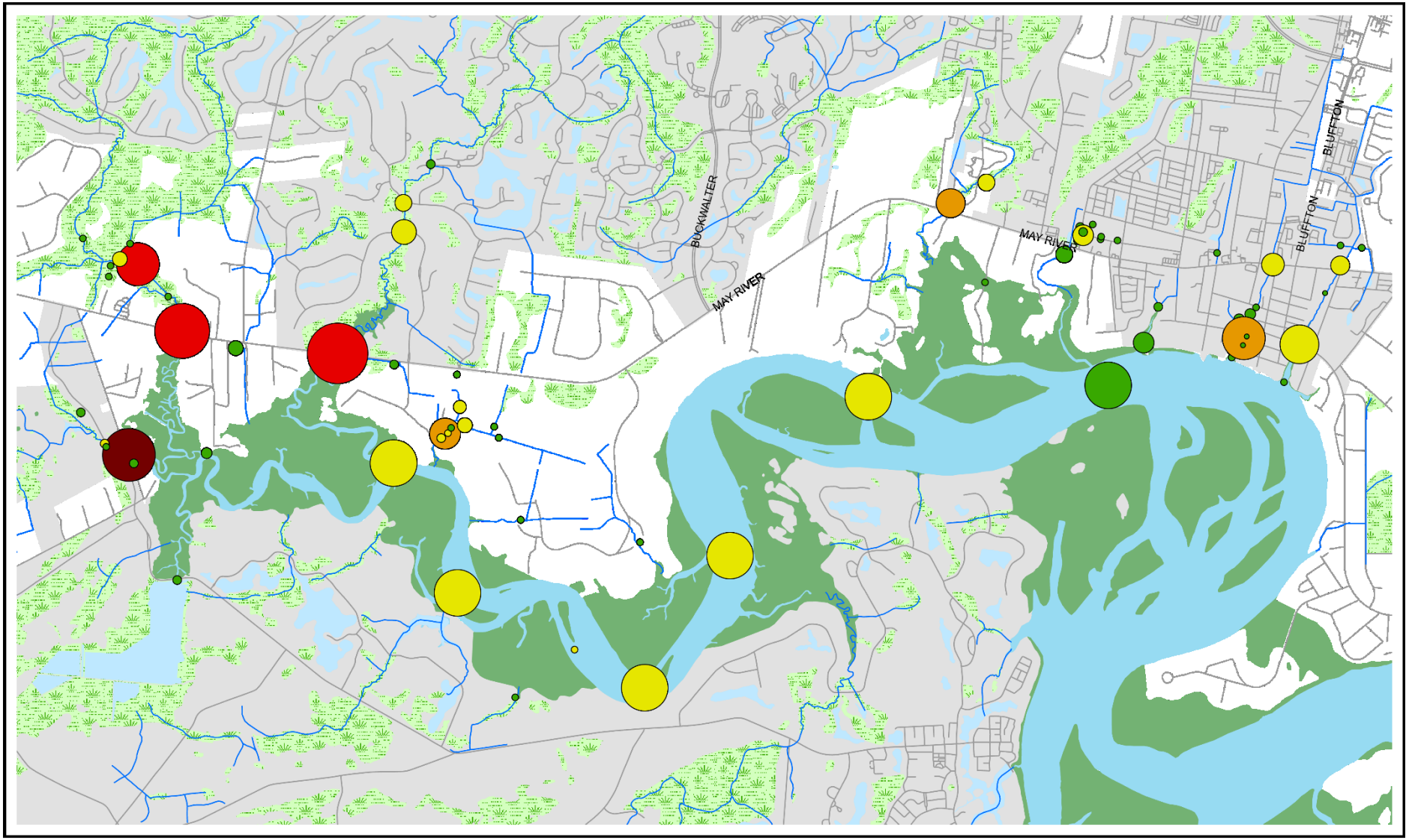
E coliform geomeans updated as of: 3/18/2020

	USCB Water Quality Samples	Microbial Source Tracking Samples	MS4 Quarterly Samples Collected
FY 2020 YTD Totals	135	95	96
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

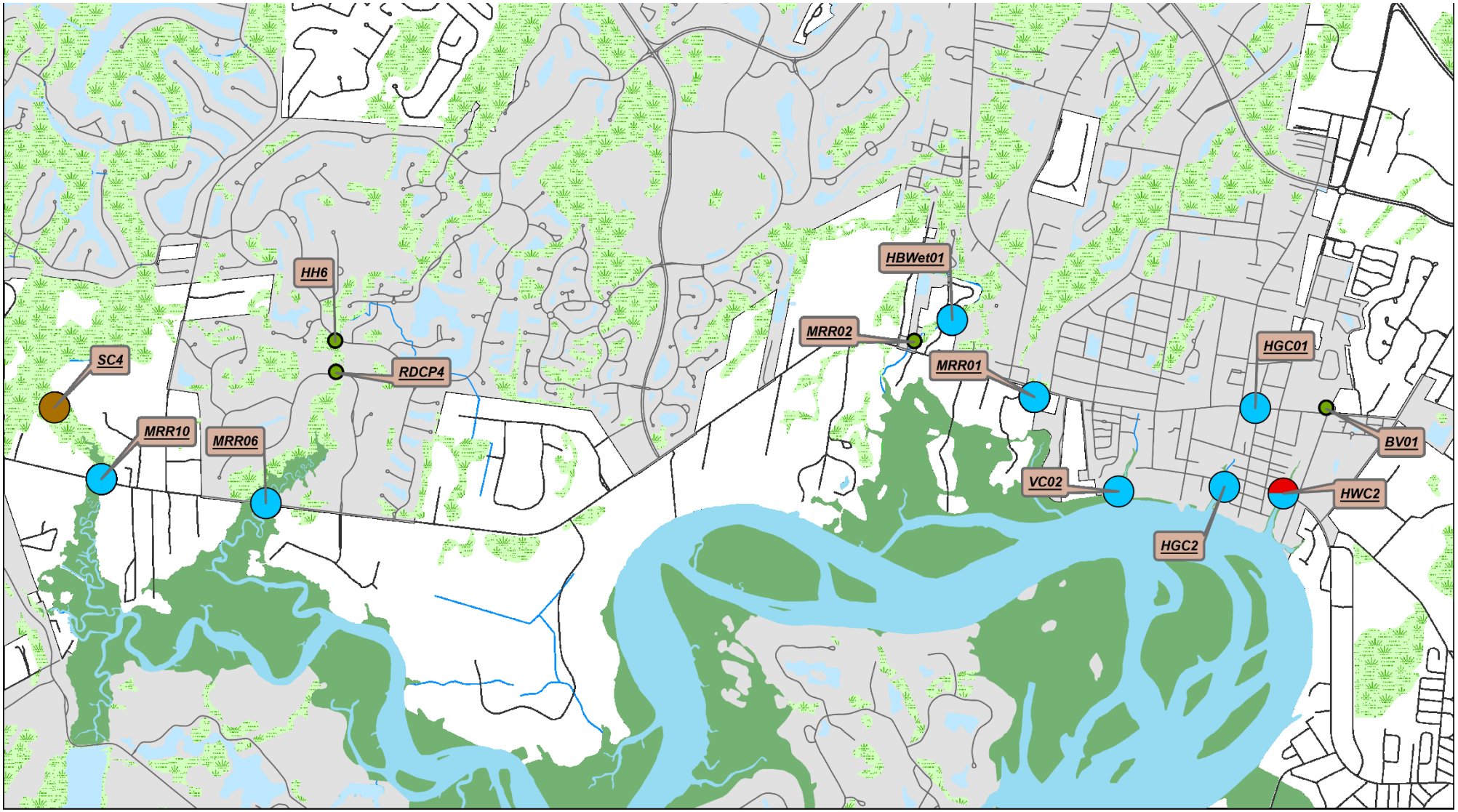
Size of dot correlates to # of times the site has been sampled.

Updated Date: 3/18/2020

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

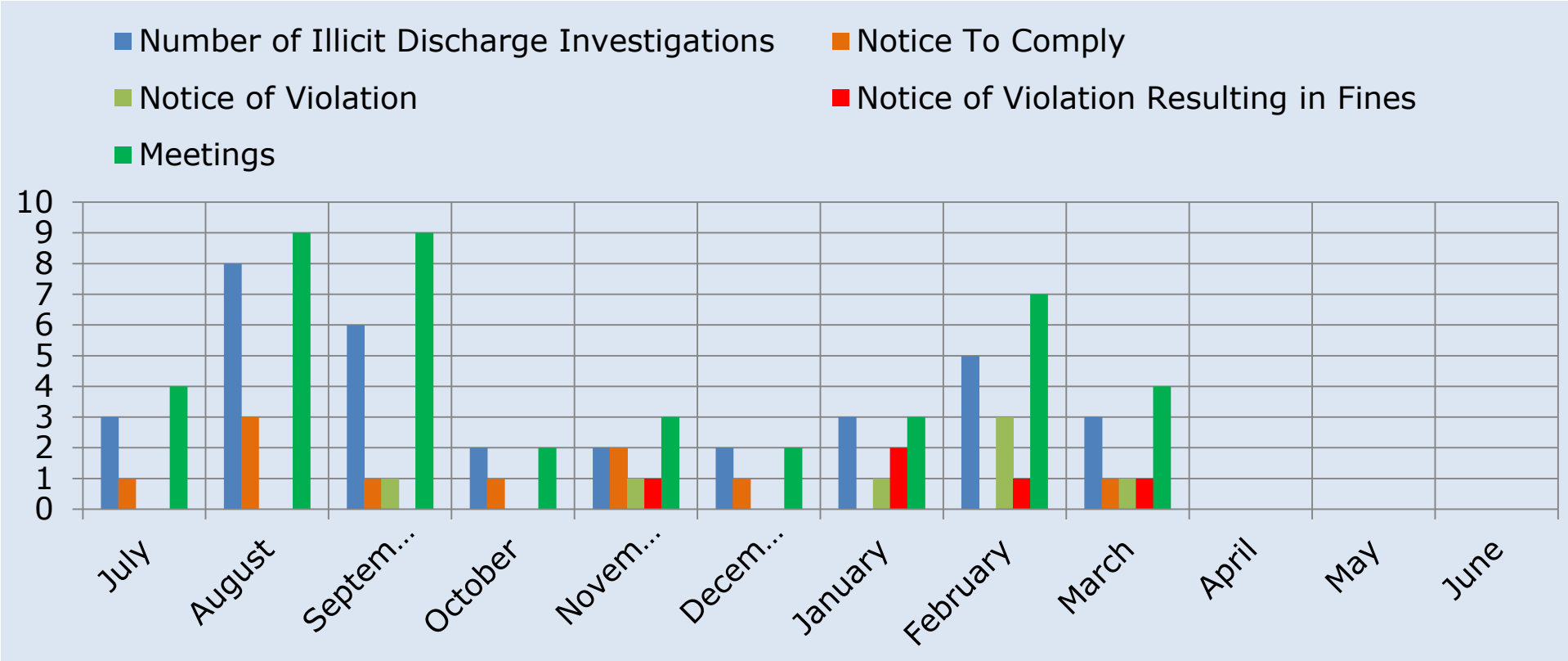
Sampling Date 2/26/2020

Town of Bluffton
Beaufort County, SC

N
W
E
S

ATTACHMENT 4e

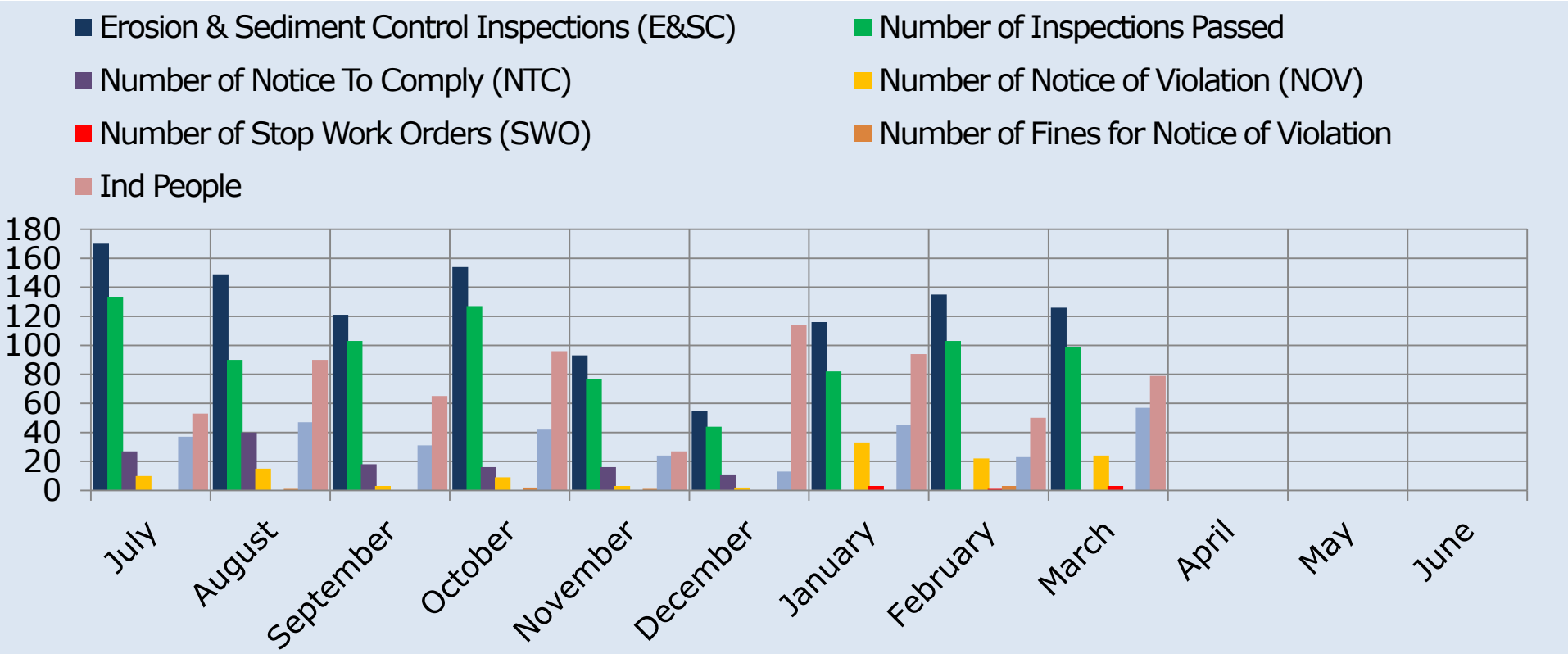
MS4 Minimum Control Measure #3 – IDDE: Illicit Discharge Investigations



	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	34	10	7	5	43
FY 2019 Totals	38	20	3	1	61
FY 2018 Totals	48	20	4	2	60

ATTACHMENT 5

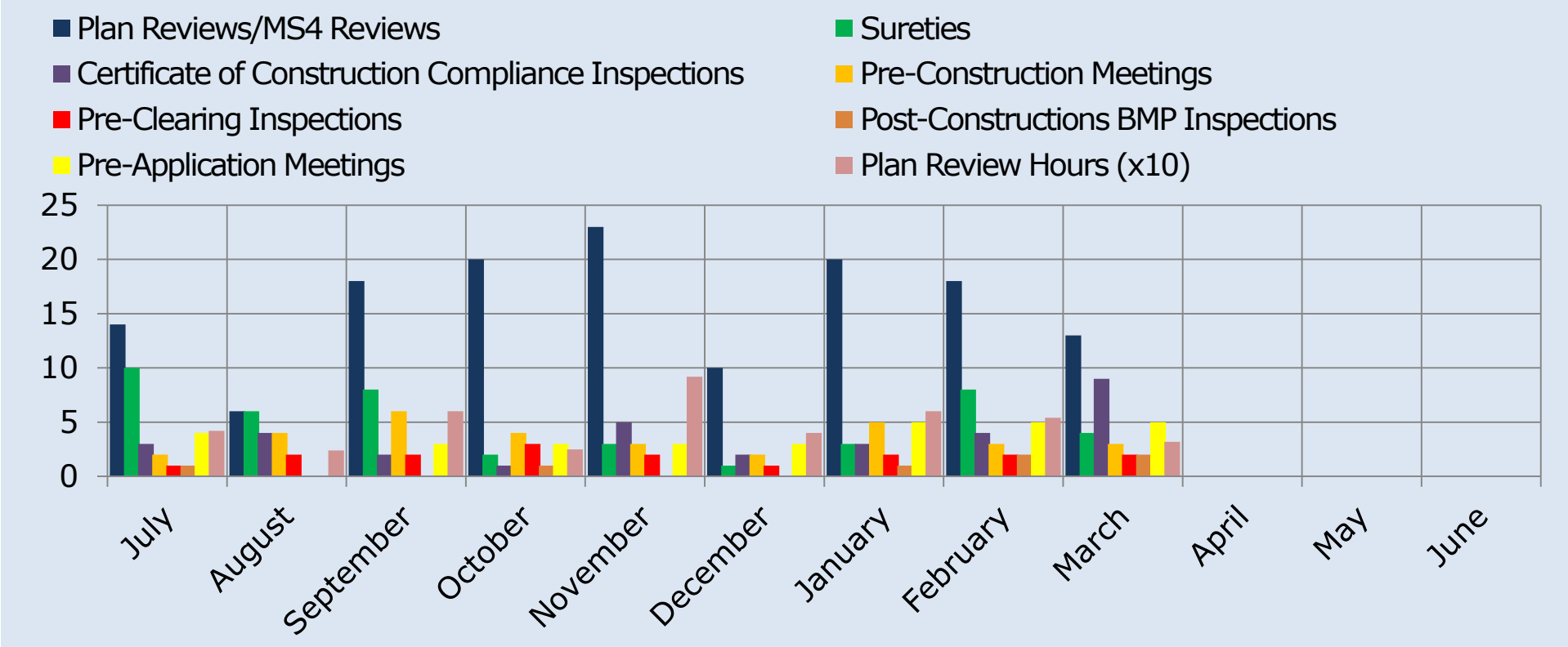
MS4 Minimum Control Measure #4 - Construction Site Stormwater Runoff Control



	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	1,119	858	128	121	7	7	319
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

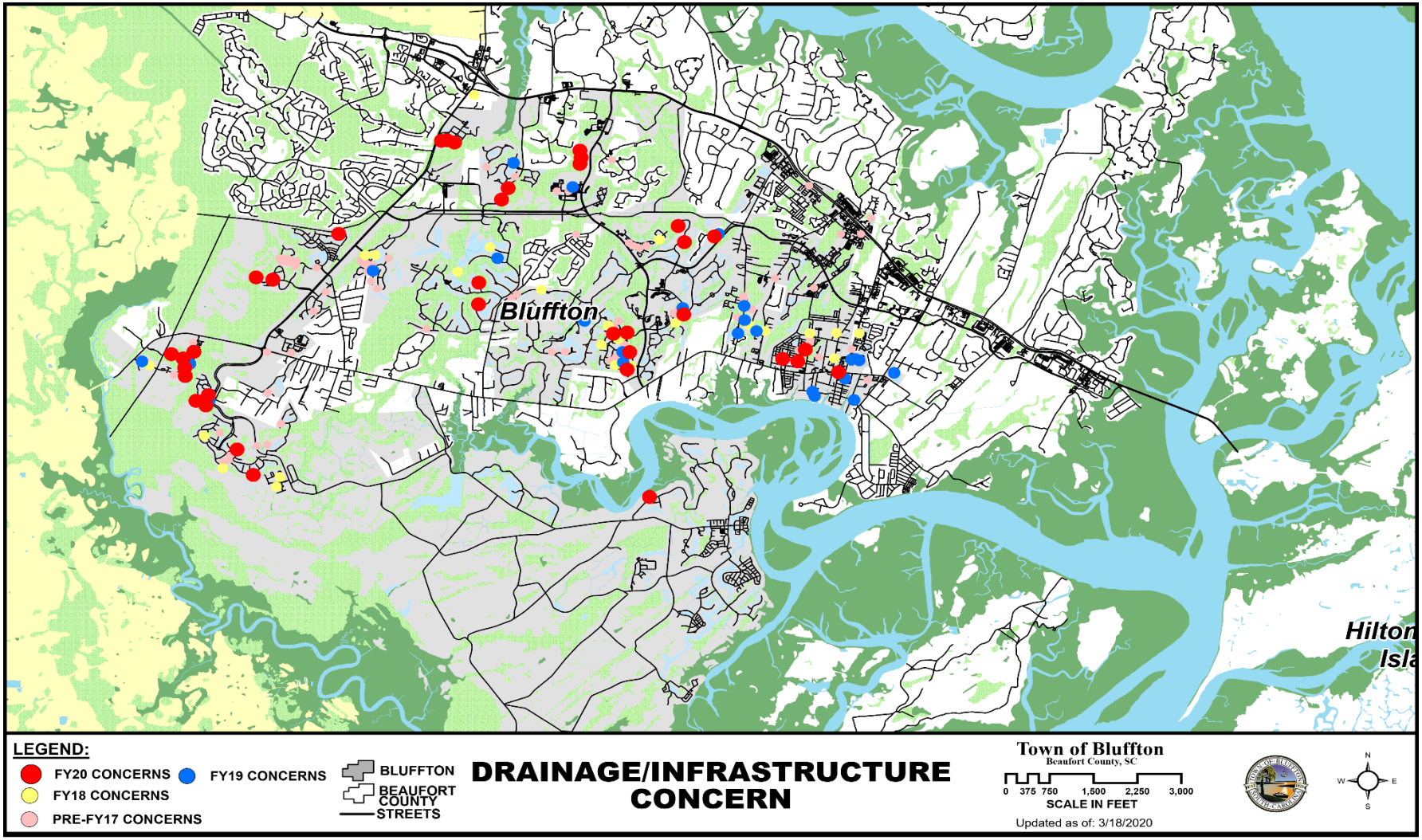
MS4 Minimum Control Measure #5
Stormwater Plan Review & Related Activity



	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	142	45	33	32	17	7	31	429 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

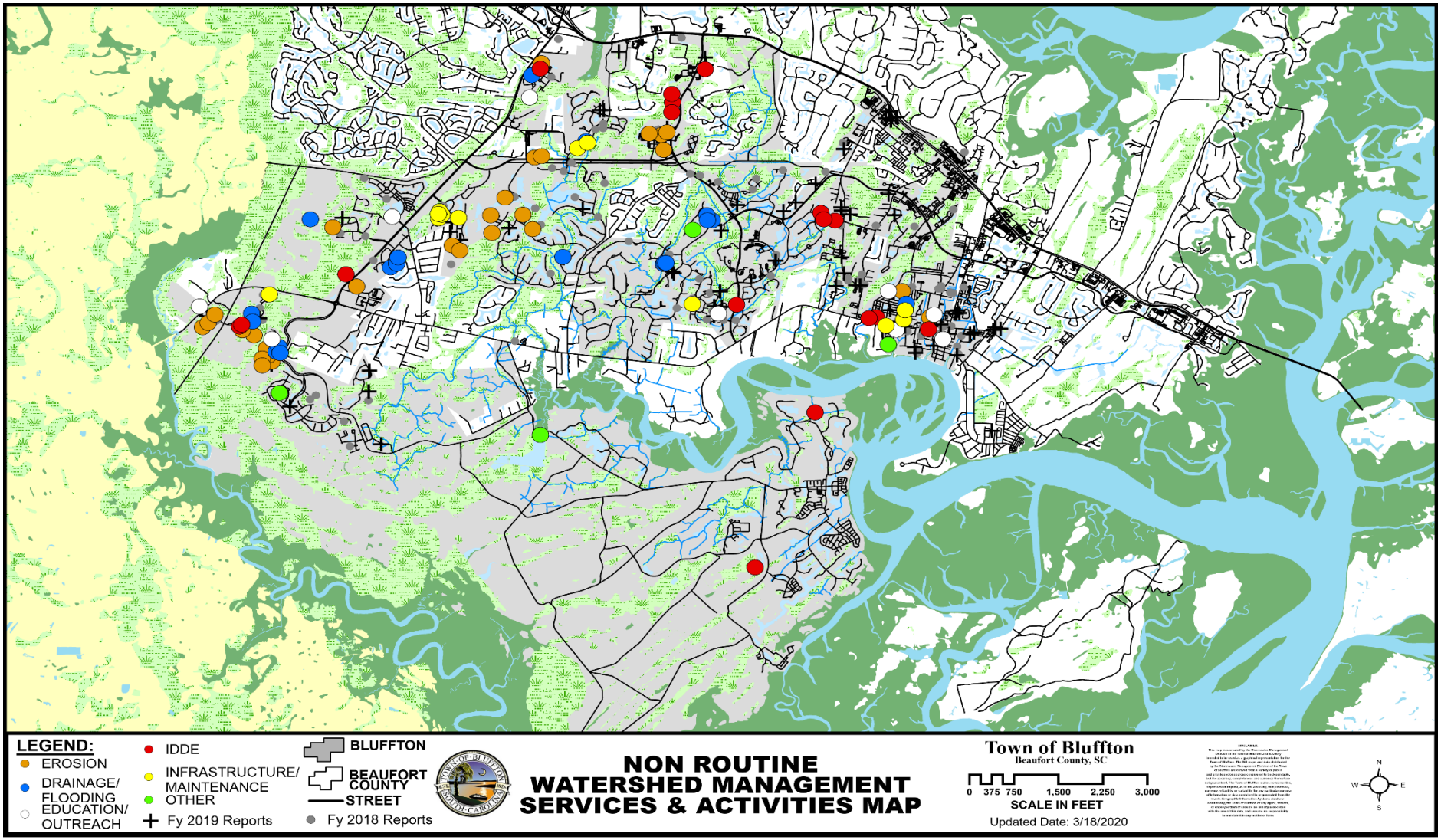
Citizen Drainage, Maintenance and Inspections Concerns Map



	Number of Drainage Concerns Investigated	Number of Meetings
FY 2020 YTD Totals	53	66
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	92	96
FY 2019 Totals	75	79
FY 2018 Totals	53	82

TOWN OF BLUFFTON
BEAUTIFICATION COMMITTEE MEETING AGENDA

Theodore D. Washington Municipal Building
Council Chambers Meeting Room
Thursday, March 19, 2020, 10:00 a.m.

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF THE AGENDA

IV. ADOPTION OF MINUTES – February 20, 2020

V. PUBLIC COMMENTS

VI. OLD BUSINESS

VII. NEW BUSINESS

Canceled

1. Discuss Bench/Brick Donation Memorial Program
2. Consideration of amending the Beautification Committee by-laws to add an alternate Member
3. Upcoming Special Project

VIII. DISCUSSION

IX. ADJOURNMENT

NEXT MEETING DATE: Thursday, April 16, 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.

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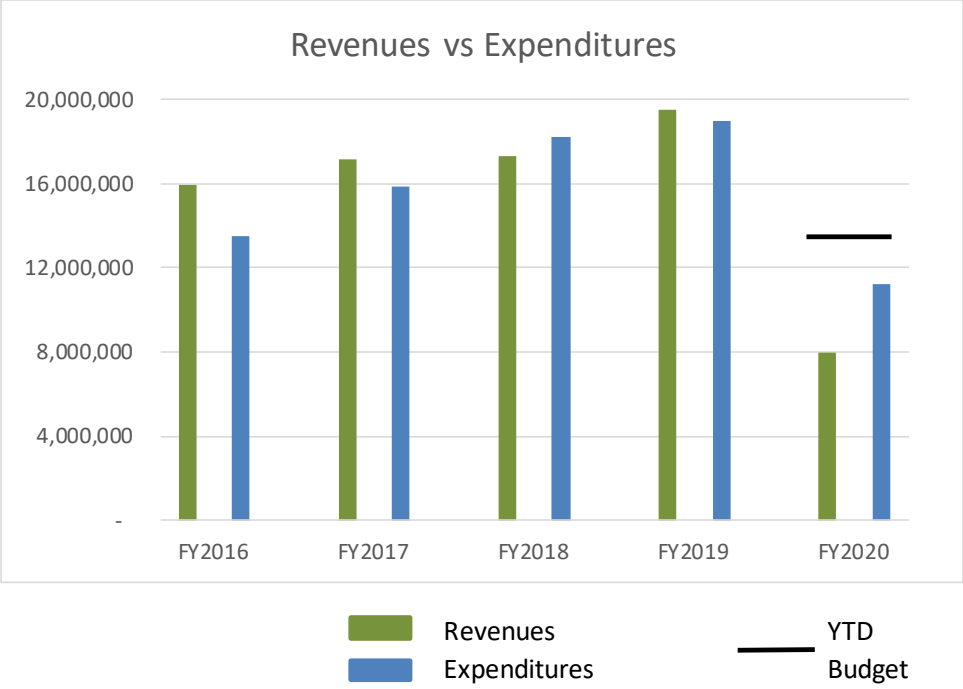
TOWN COUNCIL

STAFF REPORT
Finance & Administration Department

MEETING DATE:	April 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 February 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 February 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.

FY20 General Fund Financial Overview

Revenues		Expenditures
$7.9m		$11.2m
39.3%	*% of Budget*	55.5%
$13.5m	67%	$13.5m

The budget and actual reports for the period ending January 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 February 29, 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	$ 5,418,495	$ 3,542,511	$ 6,300,000	$ -	$ 6,300,000	$ (2,757,489)	56.2%
Licenses & Permits							
Business Licenses	525,287	568,177	2,100,000	-	2,100,000	(1,531,823)	27.1%
MASC Telecommunications	5	-	70,000	-	70,000	(70,000)	0.0%
MASC Insurance Tax Collection	76	-	2,200,000	-	2,200,000	(2,200,000)	0.0%
Franchise Fees (electric, gas, water, telephone, cable)	768,078	840,039	2,600,000	-	2,600,000	(1,759,961)	32.3%
Building Safety Permits	1,692,044	1,677,195	2,350,000	-	2,350,000	(672,805)	71.4%
Application Fees	60,285	44,667	80,000	-	80,000	(35,333)	55.8%
Administrative Fees	-	-	44,000	-	44,000	(44,000)	0.0%
Total Licenses & Permits	3,045,775	3,130,078	9,444,000	-	9,444,000	(6,313,922)	33.1%
Intergovernmental	292,555	171,499	721,395	111,670	833,065	(661,566)	20.6%
Service Revenues	789,251	552,381	965,000	-	965,000	(412,619)	57.2%
Fines & Fees	130,680	111,480	230,000	-	230,000	(118,520)	48.5%
Miscellaneous Revenues	179,483	145,322	180,000	-	180,000	(34,678)	80.7%
Total Revenues	9,856,239	7,653,271	17,840,395	111,670	17,952,065	(10,298,794)	42.6%
Other Financing Sources	-	-	524,735	(74,735)	450,000	(450,000)	0.0%
Transfers In	284,096	280,059	1,667,670	119,379	1,787,049	(1,506,990)	15.7%
Total Other Financing Sources & Tranfers In	284,096	280,059	2,192,405	44,644	2,237,049	(1,956,990)	12.5%
Total Revenues and Other Financing Sources	$ 10,140,335	$ 7,933,330	$ 20,032,800	$ 156,314	$ 20,189,114	$ (12,255,784)	39.3%
Expenditures							
Town Council	$ 105,829	$ 88,867	$ 219,905	$ -	$ 219,905	$ (131,038)	40.4%
Executive	500,638	579,651	938,218	9,155	947,373	(367,722)	61.2%
Economic Development	190,818	234,813	405,120	-	405,120	(170,307)	58.0%
Human Resources	195,236	226,672	384,295	3,386	387,681	(161,009)	58.5%
Police	2,963,708	4,608,663	7,270,955	64,504	7,335,459	(2,726,796)	62.8%
Municipal Judges	36,300	33,686	56,763	-	56,763	(23,077)	59.3%
Municipal Court	189,745	244,000	350,774	109	350,883	(106,883)	69.5%
Finance	580,700	547,733	957,355	3,613	960,968	(413,235)	57.0%
Information Technology	998,997	787,460	1,173,018	3,620	1,176,638	(389,178)	66.9%
Customer Service	127,332	118,995	296,140	(68,309)	227,831	(108,836)	52.2%
Planning & Community Development	667,705	628,032	1,142,640	141,378	1,284,018	(655,986)	48.9%
Building Safety	373,923	431,971	768,540	4,041	772,581	(340,610)	55.9%
Project Management	521,945	515,791	1,037,990	(70,043)	967,947	(452,156)	53.3%
Public Works	1,011,453	1,016,137	1,857,617	29,131	1,886,748	(870,611)	53.9%
Non-Departmental (Townwide)	887,494	1,092,459	2,181,800	(1,500)	2,180,300	(1,087,841)	50.1%
Total Expenditures	9,351,823	11,154,928	19,041,130	119,085	19,160,215	(8,005,287)	58.2%
Other Financing Uses							
Transfers Out to Capital Improvements Program Fund	-	59,756	991,670	37,229	1,028,899	(969,143)	5.8%
Total Transfers	-	59,756	991,670	37,229	1,028,899	(969,143)	5.8%
Total Expenditures and Other Financing Uses	$ 9,351,823	$ 11,214,684	$ 20,032,800	$ 156,314	$ 20,189,114	$ (8,974,430)	55.5%

Town of Bluffton
Budget and Actual - Stormwater Utility Fund
For Period Ending February 29, 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	$ 1,198,862	$ 780,795	$ 1,381,295	$ -	$ 1,381,295	$ (600,500)	56.5%
Total Licenses & Permits	1,198,862	780,795	1,381,295	-	1,381,295	(600,500)	56.5%
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	1,213,862	782,195	1,446,295	-	1,446,295	(664,100)	54.1%
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	$ 1,213,862	$ 782,195	$ 2,051,695	$ (28,943)	$ 2,022,752	$ (1,240,557)	38.7%
Expenditures							
Operating							
Watershed Management	$ 593,164	$ 552,686	$ 1,320,973	$ -	$ 1,320,973	$ (768,287)	41.8%
Total Operating Expenditures	593,164	552,686	1,320,973	-	1,320,973	(768,287)	41.8%
Total Expenditures	593,164	552,686	1,320,973	-	1,320,973	(768,287)	41.8%
Other Financing Uses							
Transfers Out							
Capital Improvements Program Fund	-	54,704	670,722	(28,943)	641,779	(587,075)	8.5%
General Fund	-	-	60,000	-	60,000	(60,000)	0.0%
Total Transfers	-	54,704	730,722	(28,943)	701,779	(647,075)	7.8%
Total Expenditures and Other Financing Uses	$ 593,164	$ 607,390	$ 2,051,695	$ (28,943)	$ 2,022,752	$ (1,415,362)	30.0%

Town of Bluffton
Budget and Actual - Capital Improvement Program Fund
For Period Ending February 29, 2020

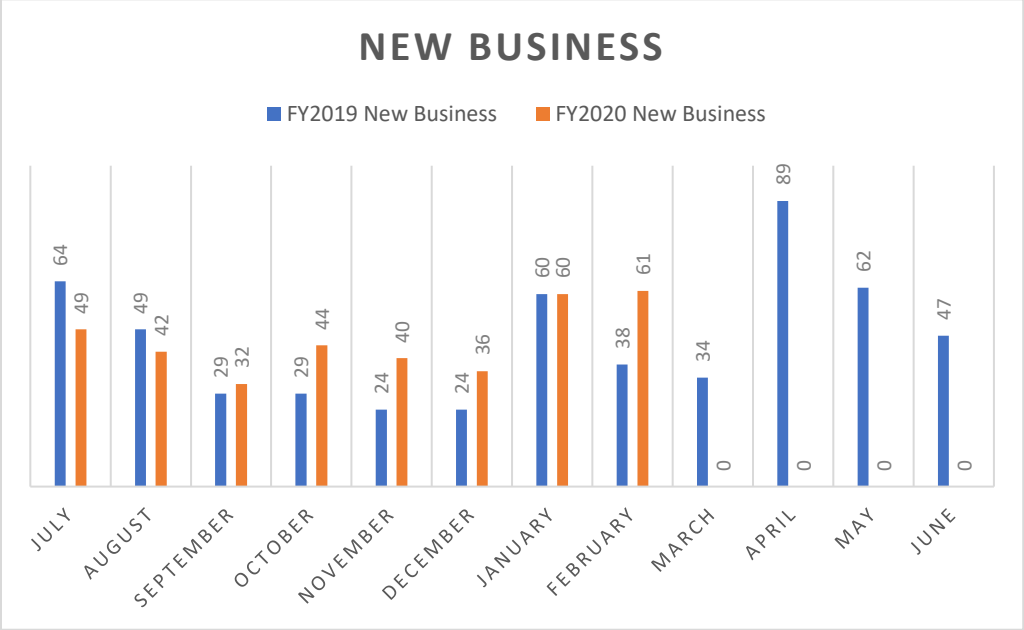
		YTD Actual	Adopted Budget	Budget Amendments and Transfers	Revised Budget	Actual vs Budget Difference	Actual as % of Budget
	Infrastructure						
00040	Buckwalter Place Multi-County Commerce Park	$ 20,555	$ 975,060	$ 109,238	$ 1,084,298	$ 1,063,743	1.9%
00042	Calhoun Street Streetscape	16,746	293,115	29,599	322,714	305,968	5.2%
00050	Historic District Lighting, Signage, Parking & Streetscape Enhancements	33,033	164,500	64,272	228,772	195,739	14.4%
00052	Watershed Management Facility Improvements	8,975	-	13,343	13,343	4,368	0.0%
00055	Goethe - Shults Neighborhood Improvements Phase 2	56,663	140,952	10,475	151,427	94,764	37.4%
00059	Oyster Factory Park	9,730	84,250	6,558	90,808	81,078	10.7%
00060	Don Ryan Center for Innovation Upfit	29,771	260,338	-	260,338	230,567	11.4%
00062	Calhoun Street Regional Dock	520	705,993	49,862	755,855	755,335	0.1%
00063	68 Boundary Street Park	660,957	528,957	274,819	803,776	142,819	82.2%
00064	184 Bluffton Road Parking Improvements	239,830	50,000	327,028	377,028	137,198	63.6%
00069	Boundary Street Lighting	804	-	116,118	116,118	115,314	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	16,349	21,900	7,489	29,389	13,040	55.6%
00082	Bridge Street Streetscape	21,158	67,848	-	67,848	46,690	31.2%
00085	New Riverside Park / Barn Site	38,038	100,000	-	100,000	61,962	38.0%
00088	Town Hall Improvements	65,399	71,300	-	71,300	5,901	91.7%
00089	Ulmer Auditorium Improvements	129,581	151,058	-	151,058	21,477	85.8%
00092	New River Trail	27,780	41,000	-	41,000	13,220	67.8%
00093	Ghost Roads	27,577	-	49,000	49,000	21,423	0.0%
	Total Infrastructure	**1,425,896**	**3,691,011**	**1,061,438**	**4,752,449**	**3,326,553**	**30.0%**
	May River & Surrounding Rivers and Their Watersheds						
00034	May River Watershed Action Plan	4,235	-	-	-	(4,235)	0.0%
00041	Buck Island - Simmonsville Sewer Phase 4		-	46,183	46,183	46,183	0.0%
00044	Buck Island - Simmonsville Sewer Phase 5	40,164	1,234,000	496,756	1,730,756	1,690,592	2.3%
00045	Jason-Able Sewer	657	-	191,739	191,739	191,082	0.3%
00054	Buck Island - Simmonsville Neighborhood Sidewalks & Lighting	111,267	393,185	139,189	532,374	421,107	20.9%
00061	Sewer Connections		281,384	-	281,384	281,384	0.0%
00070	Historic District Sewer Extension Phase 1	5,623	680,695	(13,414)	667,281	661,658	0.8%
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	**161,946**	**2,594,264**	**891,298**	**3,485,562**	**3,323,616**	**4.6%**
	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	681,581	1,174,717	199,897	1,374,614	693,033	49.6%
00066	Oscar Frazier Park	20,832	62,000	-	62,000	41,168	33.6%
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	43,797	166,610	-	166,610	122,813	26.3%
00086	Park Improvements	5,113	79,000	-	79,000	73,887	6.5%
00091	Community Safety Cameras Phase 5	47,549	50,350	9,277	59,627	12,078	79.7%
	Total Community Quality of Life	**877,005**	**1,626,195**	**235,524**	**1,861,719**	**984,714**	**47.1%**
	Total CIP Expenditures	**$ 2,483,410**	**$ 9,661,470**	**$ 2,233,801**	**$ 11,895,271**	**$ 9,411,861**	**20.9%**

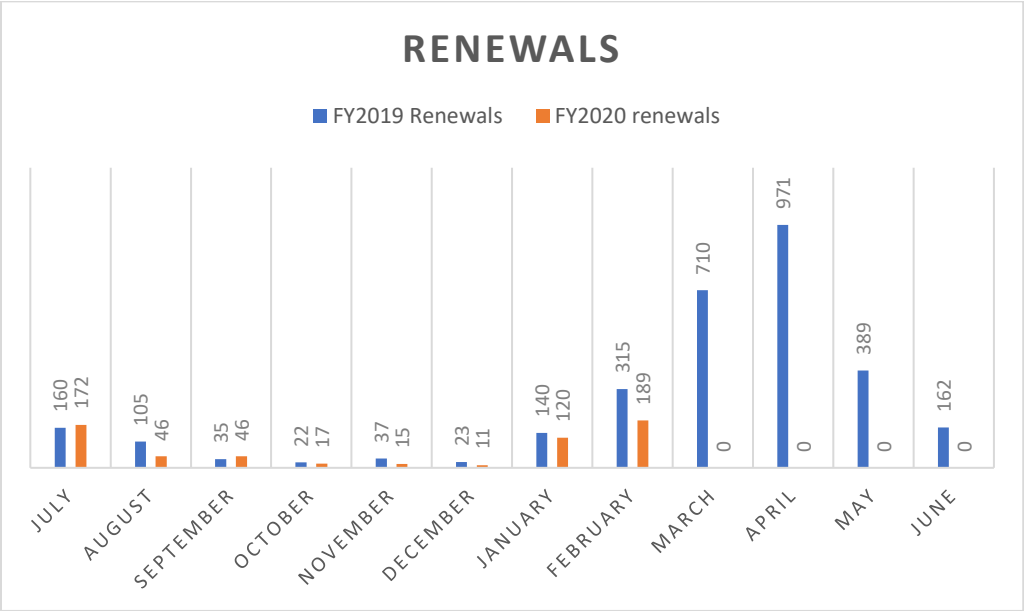
Town of Bluffton
Budget and Actual - Debt Service Fund
For Period Ending February 29, 2020

	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	$ 1,742,799	$ 1,504,794	$ 2,299,500	$ -	$ 2,299,500	$ (794,706)	65.4%
GO BABs	427,574	321,119	556,500	-	556,500	(235,381)	57.7%
Total Property Taxes	2,170,373	1,825,913	2,856,000	-	2,856,000	(1,030,087)	63.9%
Licenses, Permits & Fees							
MID Fee	210,512	207,227	245,175	-	245,175	(37,948)	84.5%
Intergovernmental							
Federal Interest Rebate	100,401	47,274	92,300	-	92,300	(45,026)	51.2%
Miscellaneous							
Interest	1,095	2,730	2,000	-	2,000	730	136.5%
Total Revenues	2,482,381	2,083,144	3,195,475	-	3,195,475	(1,113,061)	65.2%
Other Financing Sources							
Prior Year Fund Balance	-	-	-	-	-	-	0.0%
Proceeds from Bond Issuance	-	100,000	-	-	-	100,000	100.0%
Total Other Financing Sources	-	100,000	-	-	-	100,000	100.0%
Total Revenues and Other Financing Sources	$ 2,482,381	$ 2,183,144	$ 3,195,475	$ -	$ 3,195,475	$ (1,012,331)	68.3%
Expenditures							
Series 2014 TIF Bonds Debt Service							
Principal	$ 748,268	$ 787,895	$ 787,895	$ -	$ 787,895	$ -	100.0%
Interest	96,533	76,975	143,786	-	143,786	(66,811)	53.5%
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	1,387,426	1,398,485	1,465,346	-	1,465,346	(66,861)	95.4%
Other Financing Uses							
Transfers Out							
Capital Improvements Program Fund	49,976	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	49,976	136,790	1,730,129	-	1,730,129	(1,593,339)	7.9%
Total Expenditures and Other Financing Uses	$ 1,437,402	$ 1,535,275	$ 3,195,475	$ -	$ 3,195,475	$ (1,660,200)	48.0%

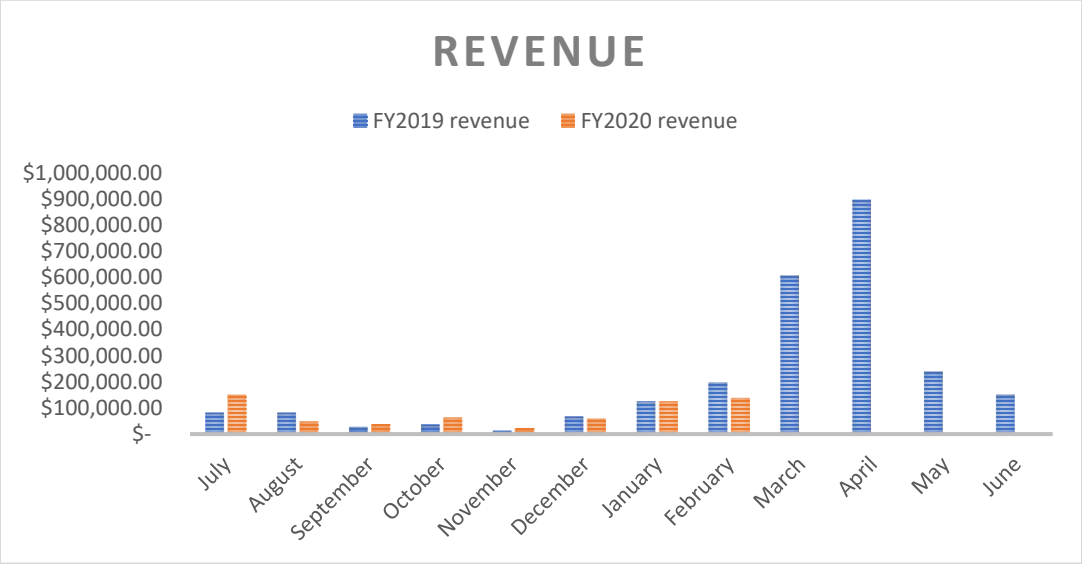
Business License Statistics:

Business License applications for FY2020 through February total 980 (364 new business and 616 renewals) compared to FY2019's total of 1,154 (317 new business and 837 renewals).





Business license renewals have decreased by 40% and revenue collections declined by 31% for the month of February when comparing to last year. The Town did see an increase in new businesses due to the efforts of Code Enforcement performing site visits to ensure all subcontractors were licensed.



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 February, fifteen (15) businesses qualified for the Town's incentives, with one of those businesses qualifying for more than one, for a total revenue reduction of $9,577 in fiscal year 2020.

Incentive	Number of Businesses	Gross Income Deducted	Total Incentive Amount
10%	5	$ 4,464,309	$ 4,507
20%	5	77,800	78
40%	4	142,780	150
CAP	1	4,842,112	4,842
2+	0	0	0
Grand Total	**15**	**$ 9,527,001**	**$ 9,577**

Rate Class	Number of Businesses	Total Incentive Amount
1	2	$ 12
2	3	305
3	2	32
4	0	0
5	0	0
6	1	15
7	0	0
8.1	4	128
8.5	3	9,086
8.6	0	0
Grand Total	**15**	**$ 9,577**

GROWTH MANAGEMENT UPDATE

April 14, 2020

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

    a. **Planning Commission:** March 25, 2020 cancellation notice attached. Next meeting scheduled for Wednesday, April 22, 2020.

    b. **Historic Preservation Commission:** March 4, 2020 cancellation notice attached. Next meeting scheduled for Wednesday, May 6, 2020.

    c. **Board of Zoning Appeals:** April 7, 2020 cancellation notice attached. Next meeting scheduled for Tuesday, May 5, 2020.

    d. **Development Review Committee:** March 4 &11 meeting agendas attached and cancellation notices for Wednesday, March 18 & 25, 2020. Next meeting scheduled for Wednesday, April 22, 2020.

    e. **Historic Preservation Review Committee:** March 2, 9, 16, 23 & 30, 2020 cancellation notice attached. Next meeting scheduled for Monday, April 20, 2020.

    f. **Construction Board of Adjustment and Appeals:** Tuesday, March 10, 2020 meeting agenda attached. Next meeting scheduled for Tuesday, May 26, 2020.

    g. **Affordable Housing Committee: Community Development / Affordable Housing Committee Work Program:** March 5, 2020 meeting agenda attached. Next meeting scheduled for Thursday, May 7, 2020.

2. **Community Development / Affordable Housing Committee Work Program:**

    a. **Neighborhood Assistance Program.** The total available budget for this FY20 Town Council funded program is $123,356.00 Town Staff is continuing to process applications for assistance. As of March 24, 2020, $56,384.00 (includes households in progress) has been spent to assist Town of Bluffton residents through the Neighborhood Assistance Program. These include ceiling, door, roof, and floor repairs.

ATTACHMENTS:

1. Planning Commission meeting cancellation notice for Wednesday, March 25, 2020.
2. Historic Preservation Commission cancellation notice for Wednesday, March 4, 2020.
3. Board of Zoning Appeals cancellation notice for Tuesday, March 3, 2020.

4. Development Review Committee meeting agenda for Wednesday, March 4 & 11 and cancellation notices for Wednesday, March 18 & 25, 2020.
5. Historic Preservation Review Committee cancellation notice for Monday, March 2, 9, 16, 23 & 30, 2020.
6. Construction Board of Adjustments and Appeals meeting agenda for Tuesday, March 10, 2020.
7. Affordable Housing Committee meeting agenda for Thursday, March 5, 2020.
8. Building Permits and Planning Applications:

    a. Building Permits Issued 2010-2020 (to March 23, 2020).
    b. Building Permits Issued Per Month 2010-2020 (to March 23, 2020).
    c. Value of Construction 2010-2020 (to March 23, 2020).
    d. New Single Family/Multi-Family Residential Building Permits Issued Per Month 2010-2020 (to March 23, 2020).
    e. New Single Family/Multi-Family Residential Building Permits Issued by Neighborhood 2010-2020 (to March 23, 2020).
    f. New Single Family/Multi-Family Certificates of Occupancy Issued by Neighborhood 2010-2020 (to March 23, 2020).
    g. New Commercial Construction/Additions Heated Square Footage 2010-2020 (to March 23, 2020).
    h. Planning and Community Development Applications Approved 2010-2020 (to March 23, 2020).

9. Planning Active Application Report

Attachment 1

PUBLIC NOTICE

The Planning Commission (PC)
meeting scheduled for

Wednesday, March 25, 2020, at
6:00 P.M.

Has been CANCELED
due to "COVID-19"

The next meeting is scheduled for
Wednesday, April 22, 2020

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

Attachment 2

TOWN OF BLUFFTON
HISTORIC PRESERVATION COMMISSION

Theodore D. Washington Municipal Building
Henry "Emmett" McCracken Jr. Town Council Chambers
Wednesday, March 4, 2020 6:00p.m.

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 – February 12, 2020

VII. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

VIII. OLD BUSINESS

FOR ACTION

A. Certificate of Appropriateness Amendment: A request by Michael Fekete, to amend a Certificate of Appropriateness to allow the reduction in size with associated architectural modifications to the approved 2-story mixed use building (restaurant/office use) of approximately 4,650 SF located at 1258 May River Road in the Old Town Bluffton Historic District, and zoned Neighborhood General-HD. (COFA-02-19-01831) (Staff – Katie Peterson)

IX. NEW BUSINESS

FOR ACTION

A. Certificate of Appropriateness: A request by James Guscio, on behalf of the owner, Riverside Retreats, LLC, for approval of a Certificate of Appropriateness to allow the construction of a new 2-story single-family residential structure of approximately 2,243 SF located at 36 Tabby Shell Road (Lot 19) in the Tabby Roads development in the Old Town Bluffton Historic District, and zoned Neighborhood General-HD. (COFA-01-20-013886) (Staff – Katie Peterson)

X. DISCUSSION

XI. ADJOURNMENT

NEXT MEETING DATE– Wednesday, April 1, 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 Committee. Public comment must not exceed three (3) minutes.

Attachment 3

PUBLIC NOTICE

The Board of Zoning Appeals (BZA)
Meeting scheduled for

Tuesday, March 3, 2020 at 6:00 p.m.

Has been CANCELED
due to lack of agenda items

The next meeting is scheduled for Tuesday, April 7, 2020

If you have questions, please contact
Growth Management at: 843-706-4522

Attachment 4

TOWN OF BLUFFTON
DEVELOPMENT REVIEW COMMITTEE MEETING AGENDA

Theodore D. Washington Municipal Building, 20 Bridge Street
Henry "Emmett" McCracken Jr. Council Chambers
Wednesday, March 4, 2020 1:00 p.m.

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. OLD BUSINESS

V. NEW BUSINESS

1. **Heritage at New Riverside Phase 5 (Subdivision):** A request by Michael Hughes of Thomas & Hutton on behalf of LSSD New Riverside, LLC, for approval of a Subdivision Application. The property is zoned New Riverside PUD consisting of 34 single-family lots and infrastructure. It is located west of the SC HWY 46/170 intersection and has a tax map number of R614 035 000 1008 0000 & R614 035 000 1116 0000. (SUB-01-20-013925) (Staff – Alan Seifert)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, March 11, 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."

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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 4

TOWN OF BLUFFTON
DEVELOPMENT REVIEW COMMITTEE MEETING AGENDA
Theodore D. Washington Municipal Building, 20 Bridge Street
Henry "Emmett" McCracken Jr. Council Chambers
Wednesday, March 11, 2020 1:00 p.m.

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENTS

IV. OLD BUSINESS

V. NEW BUSINESS

1. Hampton Lake Phase 9 (Subdivision): A request by Rusty Windsor of Thomas & Hutton on behalf of Ali Seabaugh of HL Development, LLC for approval of a Subdivision Application. The project is requesting a subdivision of 62 single family and related infrastructure lots. The property is zoned Buckwalter PUD and consist of 40.270 acres. It is located on Bluffton Parkway and has a tax map number of R614-029-000-2050-0000. (SUB-02-20-013987) (Staff – Alan Seifert)

2. Washington Square Speyside (Subdivision): A request by Fred J Calugiuri Jr. on behalf of Speyside Partners, LLC for the approval of a Subdivision Application. The project is requesting the approval of a 6-lot commercial subdivision and right of way. The project is zoned Buckwalter PUD and consists of 34.797 acres and is located on the Buckwalter Parkway and has a tax map number of R614-022-000-0894-0000. (SUB-02-20-013962) (Staff – Alan Seifert)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, March 18, 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."

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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 4

PUBLIC NOTICE

The Development Review Committee (DRC)
meeting scheduled for

Wednesday, March 18, 2020, at 1:00 P.M.

Has been CANCELED due to "COVID-19"

The next meeting is scheduled for Wednesday, April 22, 2020

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

Attachment 4

PUBLIC NOTICE

The Development Review Committee (DRC)
meeting scheduled for

Wednesday, March 25, 2020, at 1:00 P.M.

Has been CANCELED due to "COVID-19"

The next meeting is scheduled for Wednesday, April 22, 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, March 2, 2020 at 4:00 P.M.

has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Monday, March 9, 2020

If you have questions, please contact
Growth Management at: 843-706-4522

Attachment 5

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)
Meeting scheduled for

Monday, March 9, 2020 at 4:00 P.M.

has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Monday, March 16, 2020

If you have questions, please contact
Growth Management at: 843-706-4522

Attachment 5

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)
Meeting scheduled for

Monday, March 16, 2020 at 4:00 P.M.

has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Monday, March 23, 2020

If you have questions, please contact
Growth Management at: 843-706-4522

Attachment 5

PUBLIC NOTICE

The Historic Preservation Review Committee (HPRC)
meeting scheduled for

Monday, March 23, 2020, at
4:00 P.M.

Has been CANCELED
due to "COVID-19"

The next meeting is scheduled for
Monday, April 20, 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, March 30, 2020, at
4:00 P.M.

Has been CANCELED
due to "COVID-19"

The next meeting is scheduled for
Monday, April 20, 2020

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

Attachment 6

TOWN OF BLUFFTON
Construction Board of Adjustments and Appeals

Theodore D. Washington Municipal Building, 20 Bridge Street
Henry "Emmett" McCracken Jr. Council Chambers
Tuesday, March 10, 2020, 6:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. NOTICE REGARDING ADJOURNMENT
The Construction Board of Adjustments and 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 a special 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 Board, 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. ELECTION OF CHAIR & VICE CHAIR

VII. ADOPTION OF MINUTES – November 7, 2019

VIII. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

IX. OLD BUSINESS

1. Approval of Orders

"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.

A. **1282 May River Road:** The Board approved the Town to make all necessary repairs to the unsafe structure, located at 1282 May River Road which has been declared unsafe by the Town of Bluffton's Chief Building Official. The property is zoned Neighborhood Core – HD and is identified by Beaufort County tax map number R610-039-00A-0037-0000.

B. **4 Calhoun Street:** The Board approved the Town to make all necessary repairs to the unsafe structure, located at 4 Calhoun Street, which has been declared unsafe by the Town of Bluffton's Chief Building Official. The property is zoned Neighborhood Core – HD and is identified by Beaufort County tax map number R610-039-00A-0037-0000.

X. NEW BUSINESS

XI. DISCUSSION

XII. ADJOURNMENT

NEXT SCHEDULED MEETING DATE: Tuesday, April 28, 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 Committee. Public comment must not exceed three (3) minutes.

Attachment 7

TOWN OF BLUFFTON
AFFORDABLE HOUSING COMMITTEE MEETING AGENDA

Theodore D. Washington Municipal Building
Henry "Emmett" McCracken Jr. Town Council Chambers
Thursday, March 5, 2020, 10:00 a.m.

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF AGENDA

IV. ADOPTION OF MINUTES – January 9, 2020

V. PUBLIC COMMENTS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Neighborhood Assistance Program Budget Update
2. Regional Affordable Housing Update
3. Request for Proposal 2020-24 Update
4. FY 2021 Budget Review & Recommendation

VIII. PUBLIC COMMENTS

IX. DISCUSSION

1. Reschedule the April 2, 2020 meeting date

X. ADJOURNMENT

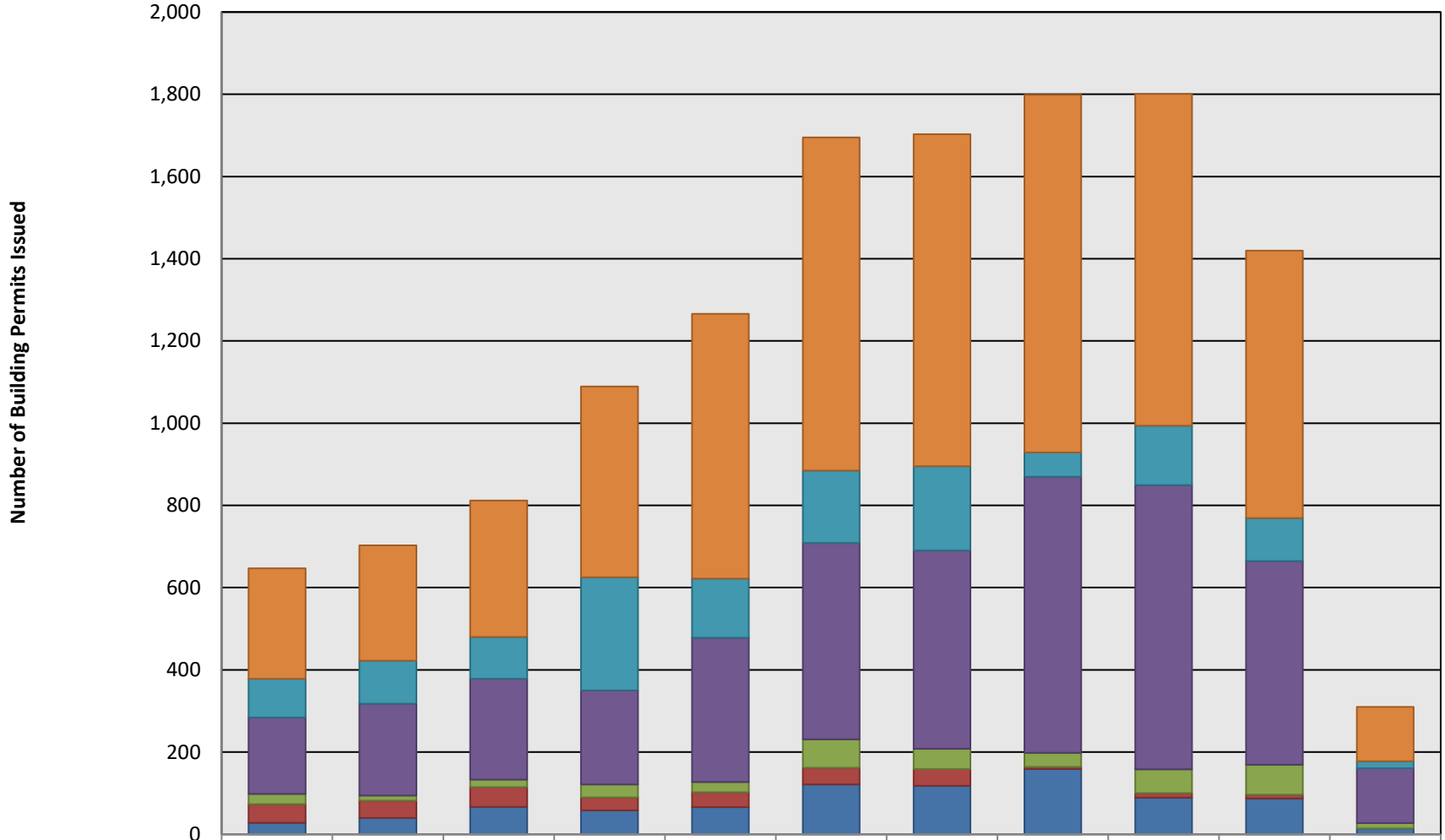
"FOIA Compliance – Public notification of this meeting has been published and posted in compliance with the Freedom of Information Act and the Town of Bluffton policies."

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.

Town of Bluffton
Building Permits Issued
2010-2020

Attachment 8a

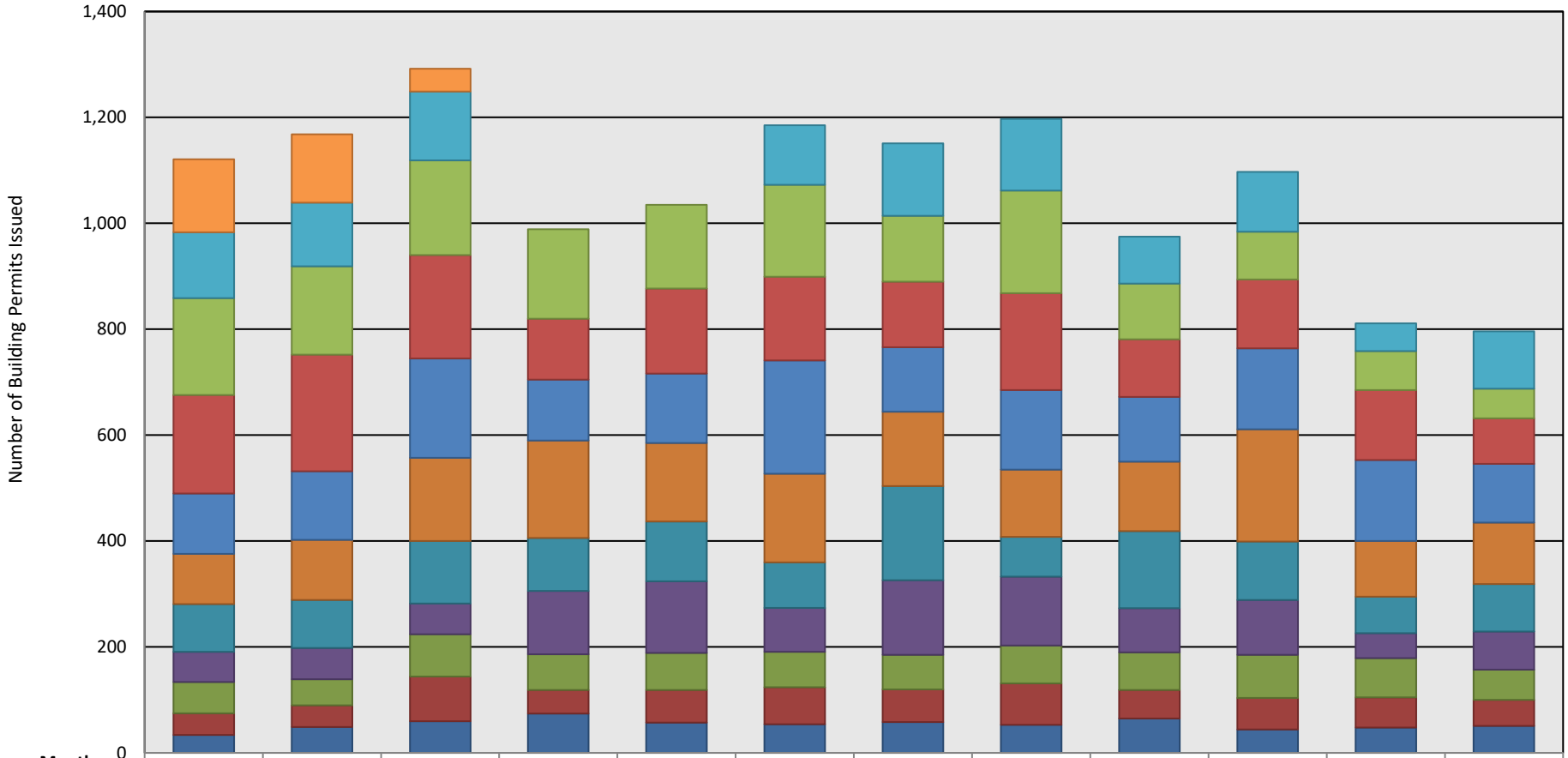


Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 To Date
New Single Family/ Multi-Family Residential	269	281	332	464	644	810	808	870	807	651	132
Residential Addition	94	104	102	275	144	176	205	59	145	104	17
Other Residential	186	224	245	229	351	478	482	672	691	496	134
New Commercial Construction/ Tenant Upfit	25	12	18	31	25	69	49	34	58	73	13
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	14

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

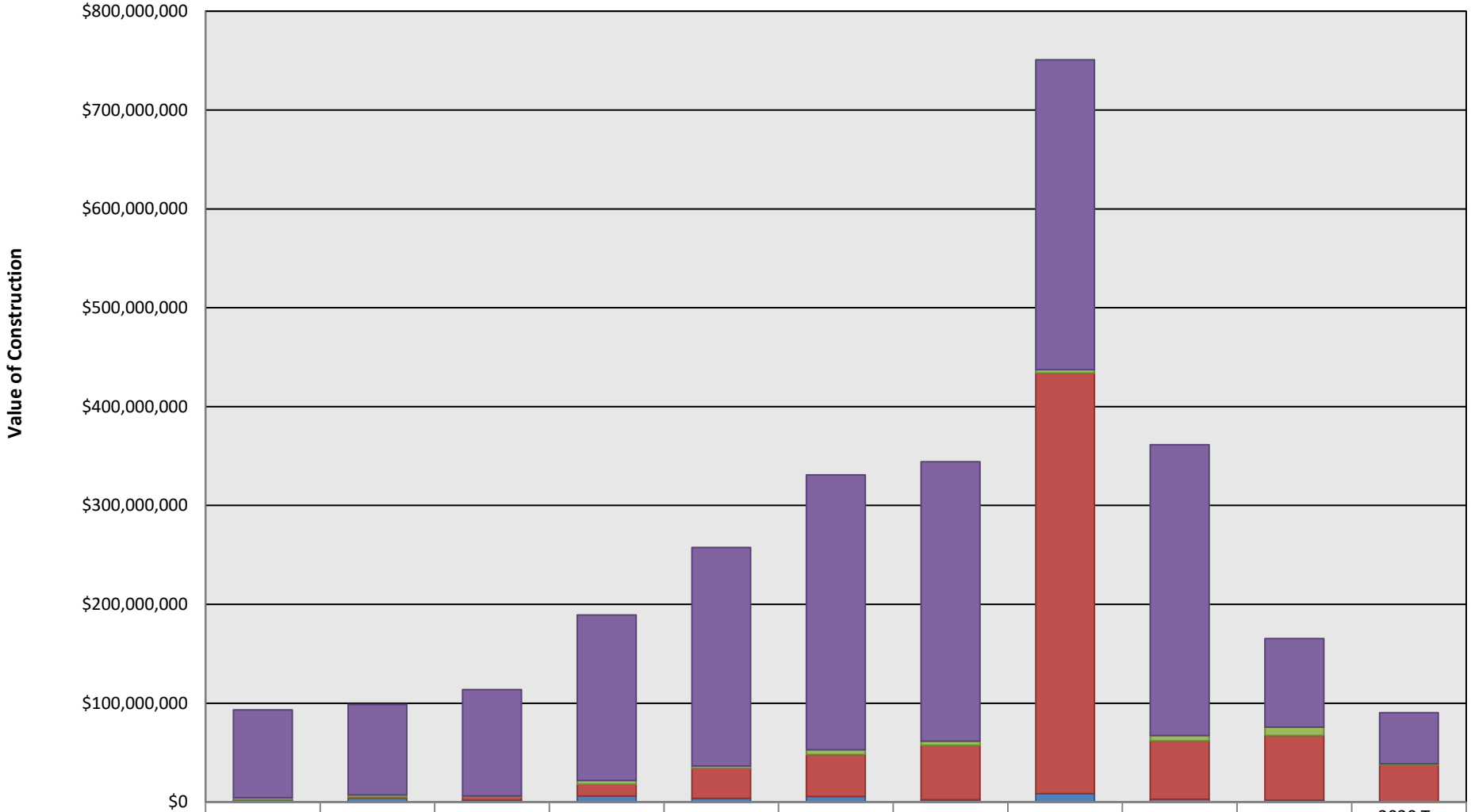


Month	January	February	March	April	May	June	July	August	September	October	November	December
2020	138	129	43									
2019	124	120	130			112	137	135	89	113	52	108
2018	183	167	179	169	158	174	124	194	105	90	74	56
2017	186	220	195	115	161	158	124	183	109	130	132	86
2016	114	130	188	115	131	214	122	150	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

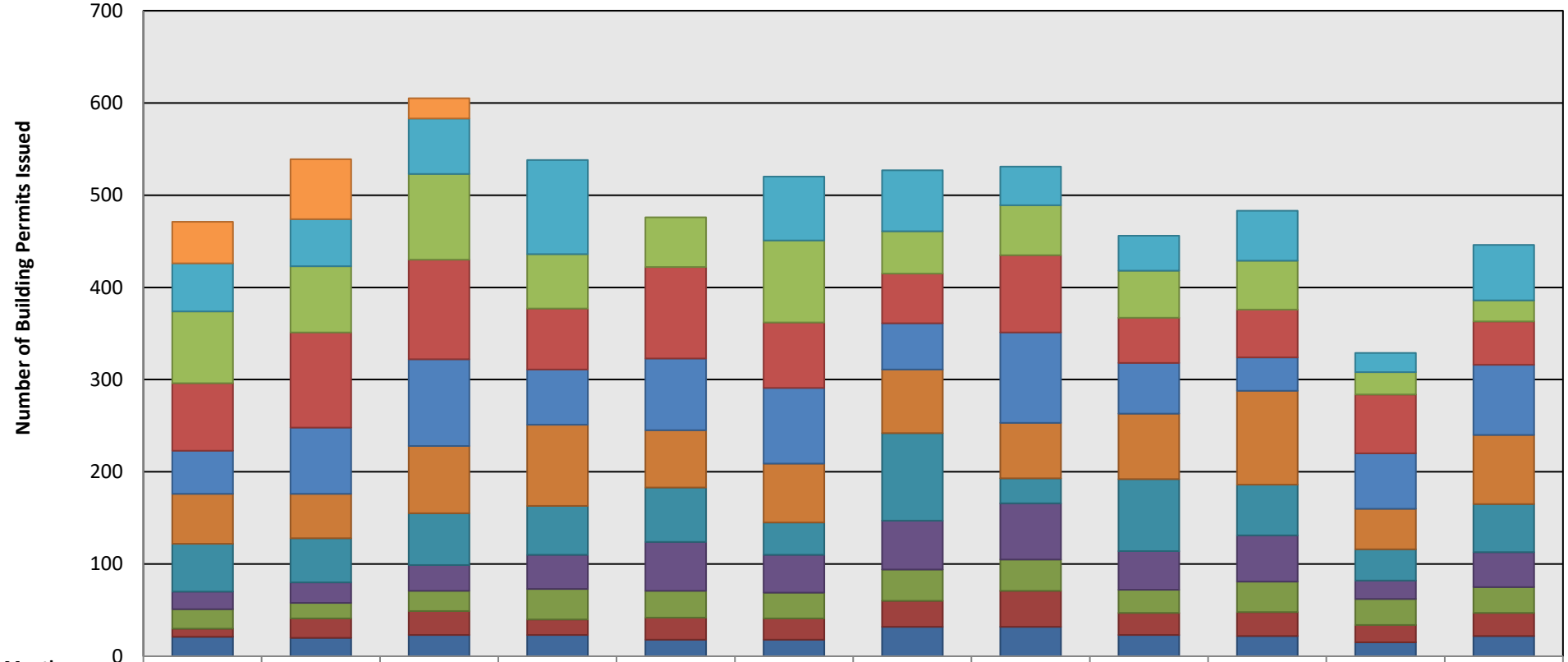


Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020 To Date
New Single Family/ Multi-Family	$88,820,755	$91,316,936	$107,490,51	$167,435,31	$220,887,21	$278,078,70	$282,548,60	$313,502,14	$294,166,94	$89,627,180	51,711,922
Residential Additions/ Renovations	$2,129,051	$2,279,051	$1,115,065	$3,729,782	$2,519,255	$4,652,929	$4,241,365	$3,563,611	$5,461,103	$8,346,412	1,292,055.8
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	$37,500,05
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	0

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

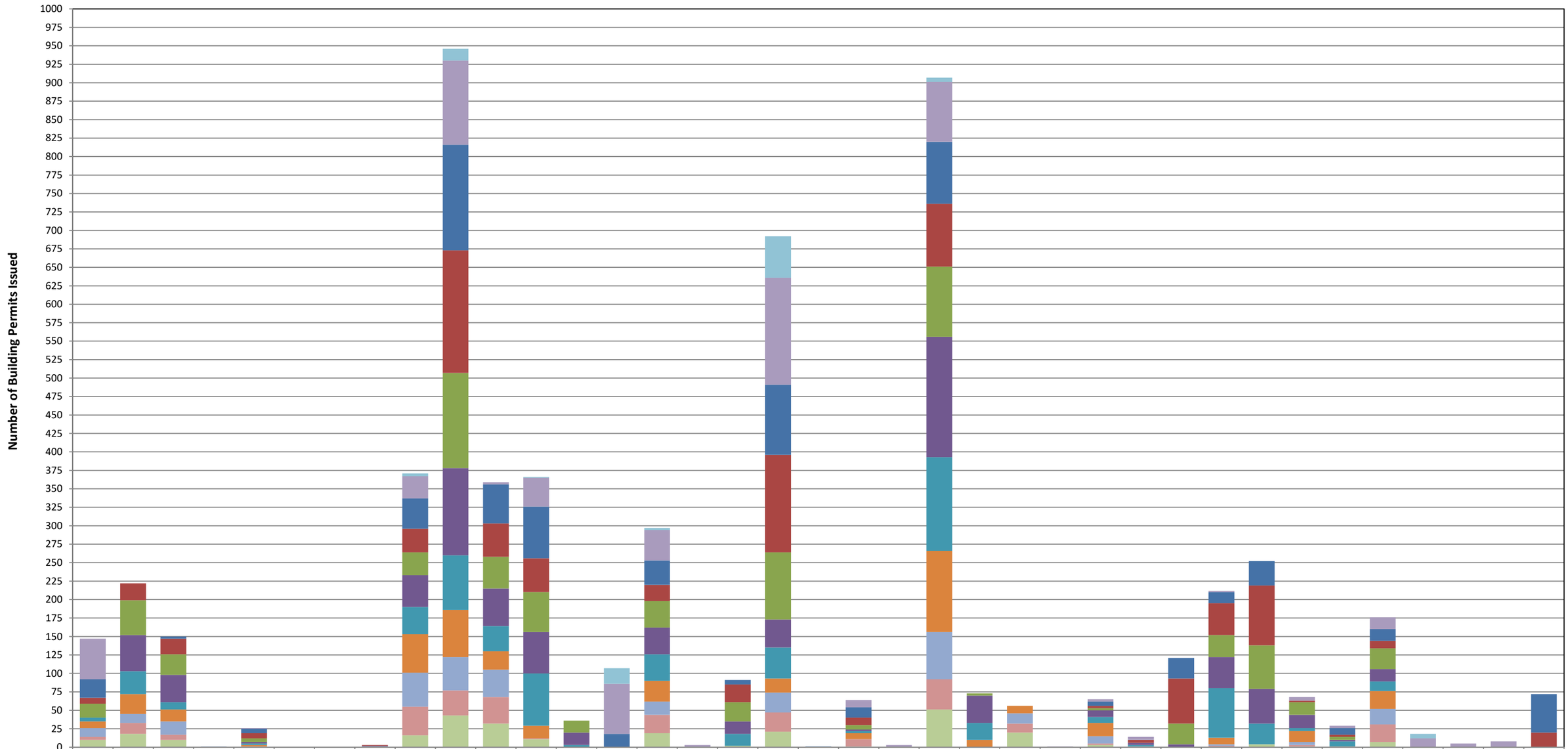


Month	January	February	March	April	May	June	July	August	September	October	November	December
2020	45	65	22									
2019	52	51	60	102		69	66	42	38	54	21	60
2018	78	72	93	59	54	89	46	54	51	53	24	23
2017	73	103	108	66	99	71	54	84	49	52	64	47
2016	47	72	94	60	78	82	50	98	55	36	60	76
2015	54	48	73	88	62	64	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

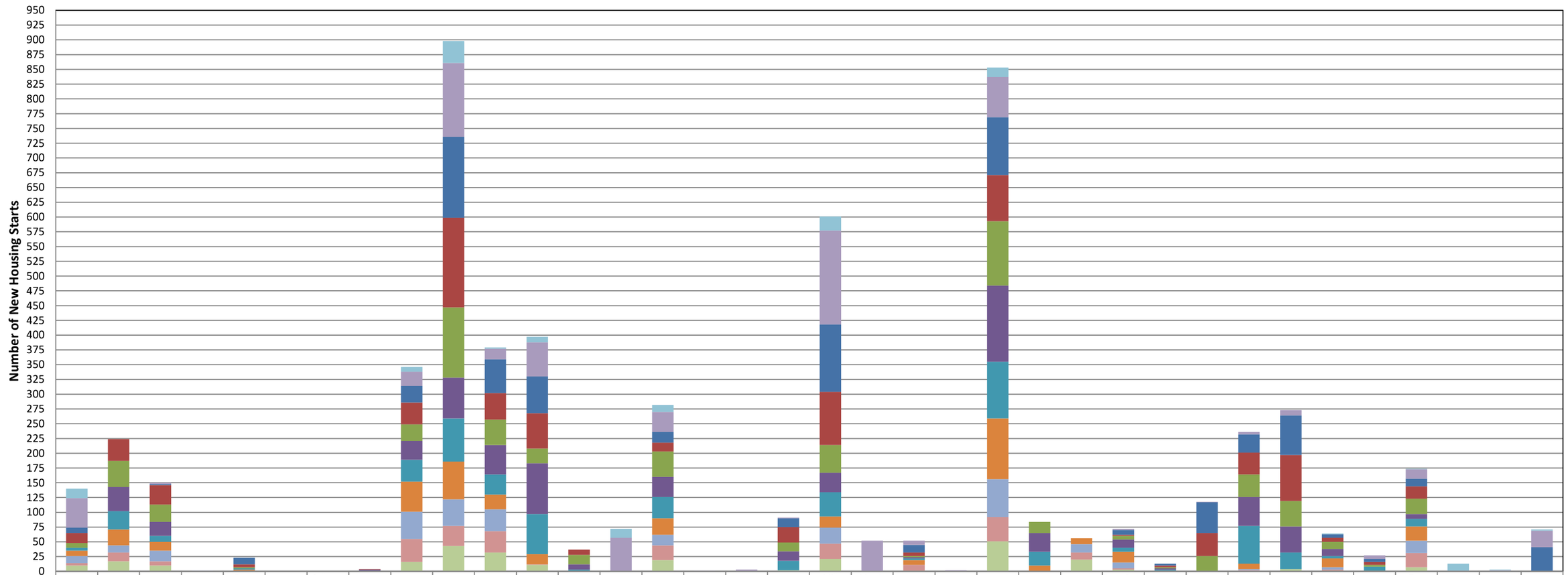


Neighborhood	Alston Park	Baynard Park	Bluffton Park	Brendan Woods	Buck Island/ Simmonsville	Buckwalter Place	Calhoun Street Promenade	Giddy Up	Hampton Hall	Hampton Lake	Haven at New Riverside	Heritage at New Riverside	Kirks Bluff	Landings at New Riverside	Lawton Station	Lot 26 Able St	Midpoint	Mill Creek 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	0	0	0	0	0	0	0	0	4	16	0	1	0	21	3	0	0	56	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	6	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

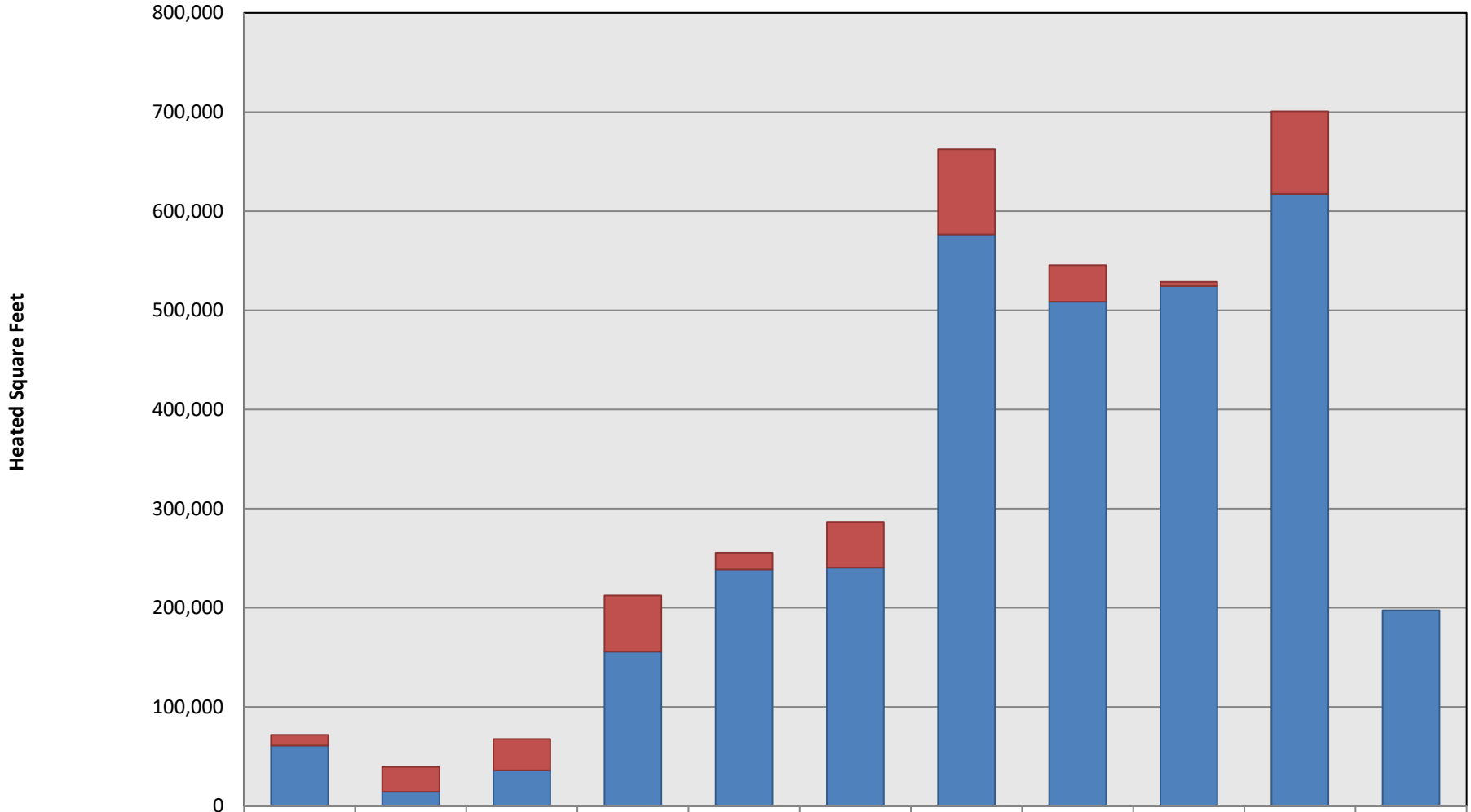
Attachment 8f



	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	8	37	2	9	0	15	12	0	0	0	24	0	0	0	16	0	0	0	0	0	0	0	1	0	1	12	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	197,373

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	Kevin Icard

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: The Applicant, Enmark Stations Inc. c/o Walter J. Nester, III is requesting approval of an Annexation petition for the 1.076 acres (Parcel B) into the Buckwalter PUD to supplement development of Robertson Site.

PROJECT NAME: ROBERTSON SITE

Total Annexation Petition Cases: 2

Certificate of Appropriateness

Highway Corridor Overlay District

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-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.

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.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Historic District

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-07-18-012226	07/20/2018	55 BRIDGE ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Pearce Scott Architects, Inc. **Owner:** Pearce Scott Architects, Inc.

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 application was submitted and approved with conditions at the November 6, 2019 HPC Meeting. Staff is awaiting resubmittal addressing conditions.

PROJECT NAME: OLD TOWN

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 3-23-2020: 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 April 17, 2020 meeting.

PROJECT NAME: OLD TOWN

COFA-07-18-012210	07/16/2018	223 GOETHE RD	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Howard & Alison Schwab **Owner:** Court Atkins Architects, Inc.

PLAN DESCRIPTION: A request by Court Atkins Group on behalf of Alison Schwab, for review of a Certificate of Appropriateness to allow the construction of a 3 story mixed-use building of approximately 10,540 SF located at 223 & 225 Goethe Road (Lots 10 & 11) in the May River Road Subdivision in the Old Town Bluffton Historic District and zoned Neighborhood Core – HD.
STATUS: The application was reviewed at the July 23rd 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

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-03-17-010651	03/06/2017	43 VERDIER COVE RD	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: James Kyser **Owner:** James & Angela Kyser

PLAN DESCRIPTION: A request by James R. Kyser, for review of a Certificate of Appropriateness to construct a new 1-story single family residence of approximately 1,940 SF and a detached accessory structure of approximately 1,185 SF. The property is identified by tax map number R610 039 00 0324 0000, and is located at 43 Verdier Cove Road in the Old Town Bluffton Historic District and zoned as Neighborhood Conservation-HD.
STATUS: The application was reviewed at the March 20th HPRC meeting and at the May 3rd 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: MCCRACKEN PROPERTY

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: 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 March 30, 2020 meeting.

PROJECT NAME:

COFA-06-18-012081	06/06/2018	42 WHARF ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Absolute Island Management **Owner:** Two Old Dogs, LLC

PLAN DESCRIPTION: A request by Kevin Quat, for review of a Certificate of Appropriateness to allow the development of a Bungalow Court consisting of 6 residential cottages of approximately 415 SF each and a pavilion amenity of approximately 475 SF located at 42 and 44 Wharf Street in the Old Town Bluffton Historic District and zoned Neighborhood General – HD.
STATUS: The application was reviewed at the June 18th HPRC meeting and the December 5th 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: 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

Certificate of Appropriateness

COFA-04-16-009606	04/19/2016	34 TABBY SHELL RD	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Sean Lewis **Owner:** Dagmara Sakowicz

PLAN DESCRIPTION: A request by Sean Lewis, on behalf of Dagmara Sakowicz, for review of a Certificate of Appropriateness to allow the construction of a new single family residence of approximately 2,333 SF and a detached carriage house of approximately 1,199SF on the property identified as 34 Tabby Shell Road in the Tabby Roads Development, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.
STATUS: The application was reviewed at the April 25th HPRC meeting and the June 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.

PROJECT NAME: TABBY ROADS PHASE 1

COFA-12-16-010398	12/20/2016	1263 MAY RIVER RD	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Ansley Hester Manuel Architect **Owner:** May River Grill

PLAN DESCRIPTION: A request by Ansley Manuel on behalf of Charlie Sternburgh, for review of a Certificate of Appropriateness to enclose an existing porch creating approximately 230 SF of additional seating and a waiting area located on the property identified as 1263 May River Road in the Old Town Bluffton Historic District and zoned as Neighborhood General-HD.
STATUS: The application was reviewed at the January 9th 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

COFA-03-20-014097	03/09/2020	32 TABBY SHELL RD	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Southern Coastal Homes **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 March 30, 2020 meeting.

PROJECT NAME: TABBY ROADS PHASE 1

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-04-15-009182	04/20/2015	95 GREEN ST	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Storm Solutions of the Low Country, LLC **Owner:** Glenda Mikulak

PLAN DESCRIPTION: The applicant is requesting a Certificate of Appropriateness for new construction at 95 Green Street.
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.

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 March 23, 2020 meeting.

PROJECT NAME:

COFA-04-19-013036	04/08/2019	6 WATER ST	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Collins Group Realty **Owner:** Kent Collins

PLAN DESCRIPTION: A request by Chip Collins, on behalf of Kent Collins, for review of a Certificate of Appropriateness to allow the renovation of an existing carport of approximately 465 SF to enclose the structure into an unconditioned garage space to include wood siding, paint, lighting improvements and new roofing material located at 6 Water Street in the Old Town Bluffton Historic District, and zoned Riverfront Edge – HD.
STATUS: The application was reviewed at the April 15th HPRC meeting and comments were provided to the Applicant. A final application was submitted and was Approved with Conditions by the HPC at the June 5th meeting. Staff is awaiting submittal of revised plans. Once submitted, they will be reviewed to ensure conformance with the HPC approval and a Certificate of Appropriateness granted.

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-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 addre4ssing HPC Conditions.

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:The applicationw as heard at the December 9th meeting of the HPRC and comments provided to the Applicant. A final application was submitted and it will be heard at the February 5, 2020 HPC meeting.

PROJECT NAME: TABBY ROADS PHASE 1

COFA-10-14-8424	10/10/2014	Various	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Town of Bluffton **Owner:** owner

PLAN DESCRIPTION: A submittal of Town of Bluffton Home Series Plans for review by the HPC so that they may be utilized in the HD zoning districts
STATUS: The project was reviewed at the October 20th HPRC meeting and comments provided to the applicant. Staff is awaiting a final application to be presented to the full HPC for final review.

PROJECT NAME: TOWN OF BLUFFTON HOME SERIES

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-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 has been submitted and is being reviewed for conformance with the UDO and is scheduled for review by the full HPC at the April 1, 2020 meeting.

PROJECT NAME: OLD TOWN

COFA-07-17-011186	07/27/2017	23 GUERRARD AVE	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Narissa Grant **Owner:** Narissa Grant

PLAN DESCRIPTION: The Applicant is requesting a Certificate of Appropriateness for the placement of a manufactured home of approximately 1,792 SF on the property identified as 23 Guerrard Avenue in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.
STATUS: The application was reviewed at the August 7th 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

COFA-03-16-009546	03/04/2016	15 CAPTAINS CV	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: SC Land Development Inc **Owner:** SC Land Development Inc

PLAN DESCRIPTION: A request by Thomas Viljac, for the review of a Certificate of Appropriateness to allow the construction of a trellis of approximately 835 SF along the western elevation of the Dispensary and another 240 SF at the north elevation on the property identified as 15 Captains Cove in the Carson Cottages Development and zoned Neighborhood Center-HD.
STATUS: The application was reviewed at the March 14th HPRC meeting and the June 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.

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

Certificate of Appropriateness

COFA-04-17-010840	04/18/2017	77 BRIDGE ST	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Manuel Studio, LLC **Owner:** Sara Harwell Kelly

PLAN DESCRIPTION: A request by Manuel Studio, LLC, on behalf of Sara Kelly, for review of a Certificate of Appropriateness to construct a new kitchen addition of approximately 230 SF and a screened porch addition of approximately 190 SF to the existing single family residence. The property is identified by tax map number R610 039 00A 161A 0000 and located at 77 Bridge Street in the Old Town Historic District and zoned as Neighborhood Conservation-HD.
STATUS: The application was reviewed at the May 1st HPRC meeting and the August 2nd 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: OLD TOWN

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 has been submitted and is being reviewed for conformance with the UDO and is scheduled for review by the full HPC at the April 1, 2020 meeting.

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.

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

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: 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 will be heard at the March 4, 2020 meeting of the HPC.

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.

PROJECT NAME: OLD TOWN

COFA-03-17-010669	03/10/2017	71 BRIDGE ST	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Manuel Studio, LLC **Owner:** LOUISA HARRISON

PLAN DESCRIPTION: A request by Ansley Hester Manuel on behalf of Louisa Harrison, for approval of a Certificate of Appropriateness to allow the construction of a single family residence of approximately 3,170 SF and an accessory carriage house of approximately 1,125 SF, located on the property identified as 71 Bridge Street in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.
STATUS: The application was reviewed at the March 20th HPRC meeting and the October 4th 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: 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

Certificate of Appropriateness

COFA-07-19-013357	07/22/2019	22 PRITCHARD ST	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Paul Dobos **Owner:** Gemma Dobos

PLAN DESCRIPTION: A request by Paul and Gemma Dobos, for review of a Certificate of Appropriateness to allow the construction of an addition to the primary structure of approximately 615 SF and the construction of a Carriage House of approximately 800 SF on the property located at 22 Pritchard Street in the Old Town Bluffton Historic District, and zoned Neighborhood General-HD.
STATUS: The Application was reviewed by Staff and was heard at the July 29th HPRC Agenda. A Final Application was submitted and the item was approved with conditions at the November 6th HPC. Staff is awaiting resubmittal documents addressing HPC Conditions.

PROJECT NAME: OLD TOWN

COFA-06-15-009255	06/10/2015	181 BLUFFTON RD	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Cash Back Corporation **Owner:** David Heller

PLAN DESCRIPTION: The Applicant is requesting a Certificate of Appropriateness - HD to place a roof over an existing porch.
STATUS: The application was reviewed at the June 22nd HPRC meeting and comments were provided to the Applicant. Staff is awaiting the submission of a final application for full HPC review.

PROJECT NAME: MAGNOLIA VILLAGE BUSINESS PARK PHASE 2

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.

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

Certificate of Appropriateness

COFA-05-18-012024	05/21/2018	72 BRIDGE ST	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Court Atkins Architects, Inc. **Owner:** Dona Cross

PLAN DESCRIPTION: A request by Court Atkins Architects, Inc. for review of a Certificate of Appropriateness to allow the construction of a new Carriage House of approximately 450 SF and the rehabilitation of the existing Contributing Structure, known as the Sarah Riley Hooks Cottage, located at 76 Bridge Street in the Old Town Bluffton Historic District and zoned Neighborhood General – HD.
STATUS: The application was reviewed at the May 29, 2018 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

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.

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: 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.

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

Certificate of Appropriateness

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 has been submitted and is being reviewed for conformance with the UDO and is scheduled for review by the full HPC at the April 1, 2020 meeting.

PROJECT NAME: OLD TOWN

COFA-12-17-011514	12/06/2017	104 PRITCHARD ST	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Vernon and Ansley Manuel **Owner:** Vernon and Ansley Manuel

PLAN DESCRIPTION: A request by Ansley Manual, for review of a Certificate of Appropriateness to renovate the existing accessory shed structure of approximately 360 SF, located on the property identified as 104 Pritchard Street in the Old Town Historic District and zoned as Neighborhood Conservation-HD.
STATUS: The application was reviewed at the December 18th 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

COFA-07-19-013369	07/25/2019	181 C101 BLUFFTON RD	Certificate of Appropriateness	Active	Katie Peterson

Applicant: Burt Skye **Owner:** Burt Skye

PLAN DESCRIPTION: A request by Burt Sky, for review of a Certificate of Appropriateness to allow the construction of an addition of a patio to the existing porch of approximately 176 SF on the property located at 181 Bluffton Road Suite C101 in the Magnolia Village Business Park development in the Old Town Bluffton Historic District, and zoned Neighborhood Core-HD.
STATUS: The Application was reviewed and was placed on the August 5th HPRC Agenda where comments were provided to the applicant. Staff is awaiting the submittal of a Final Application to be heard by the full HPC.

PROJECT NAME: MAGNOLIA VILLAGE BUSINESS PARK

Historic District - Demolition

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-04-19-013053	04/10/2019	75 BRIDGE ST	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Kingfisher Construction **Owner:** Lori Guscio

PLAN DESCRIPTION: 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.
STATUS: An application has been submitted and has been determined to be incomplete. The application will not be reviewed or placed onto an agenda until the following information is provided.
- Signature Missing

The last page of the application is missing a signature acknowledging that all of the minimum submittal requirements have been included.
- Missing Structural Report

The submittal does not include a report provided by a structural engineer, although one is expected, the letter from the pest management company simply states that they were unable/unwilling to inspect the house and could not gain access to the underside of the house due to the lattice underpinning and the insulation.
- Payment for the Application ($250)

Customer Service Staff accept payments.

PROJECT NAME:

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.

PROJECT NAME: OLD TOWN

Total Certificate of Appropriateness Cases: 37

Comprehensive Plan Amendment

Comprehensive Plan Amendment

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

Comprehensive Plan Amendment

COMP-07-19-013329	07/10/2019	Comprehensive Plan Amendment	Active	Kevin Icard

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

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

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: Addition of 1.076 acres (Parcel B) to Buckwalter PUD to supplement development of Robertson Site.

PROJECT NAME: ROBERTSON SITE

Total Concept Plan Amendment Cases: 2

Dev Agreement Amendment

PUD

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

Dev Agreement Amendment

DAA-02-18-011652	02/05/2018	105 PALMETTO WAY	Dev Agreement Amendment	Active	Heather Colin

Applicant: Manuel Studio, LLC **Owner:** CJBB International LLC

PLAN DESCRIPTION: The Applicant is requesting to amend the Development Agreement to convert 4 townhome units (lots) to 2 mixed-use buildings. The request includes reducing the number of townhome units from 38 to 34 and increasing the total allotted commercial square footage.

STATUS: 8/23/2018 Awaiting additional information regarding an application for a concurrent zoning map amendment.

PROJECT NAME: BLUFFTON VILLAGE

DAA-03-20-014068	03/02/2020		Dev Agreement Amendment	Active	Aubrie Giroux

Applicant: Enmarket **Owner:** Grande Oaks II, LLC

PLAN DESCRIPTION: Addition of 1.076 acres (Parcel B) to Buckwalter PUD to supplement development of Robertson Site.

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:

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

Total Dev Agreement Amendment Cases: 3

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 meeting of the DRC. Awaiting Final Development Plan.

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.

PROJECT NAME: OLD TOWN

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.

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-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

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.

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

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-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

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.

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.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

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-03-20-014138	03/24/2020		Development Plan	Active	William Howard

Applicant: Island Plasters **Owner:** Island Plasters

PLAN DESCRIPTION: Construction of a 20,000 sqft commercial building

PROJECT NAME:

DP-11-18-012588	11/20/2018		Development Plan	Active	William Howard

Applicant: Sean Chalmers **Owner:** HL Development

PLAN DESCRIPTION: The Applicant is proposing to construct an Independent Living Development on Hampton Parkside Road, Tax Map Number R614 029 000 2050 0000 within the Buckwalter PUD.

STATUS 12/18/2018: Comments on the Preliminary Development Plan were reviewed at the Dec. 11 meeting of the DRC. Awaiting Final Development Plan.

PROJECT NAME: Buckwalter

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.

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: 60 single family residential lots with infrastructure. NRS Phase 6

PROJECT NAME:

DP-03-20-014130	03/19/2020		Development Plan	Active	William Howard

Applicant: Halvorsen Development **Owner:** HEPBLUFF LLC

PLAN DESCRIPTION: +/- 2,561 SF of restaurant & +/- 4,514 of retail

PROJECT NAME:

DP-08-15-009302	08/04/2015	80 LAUREL OAK BAY RD	Development Plan	Active	Kevin Icard

Applicant: THOMAS & HUTTON ENGINEERING CO. **Owner:** May River Forest, LLC

PLAN DESCRIPTION: The applicant is requesting a Development Plan for the construction of a RV / Boat parking area and waste transfer station with associated infrastructure. The project site is located South of Laurel Oak Bay Road within the Uplands Tract with Palmetto Bluff PUD.
STATUS: Plan comments provided at the 8/25/2015 DRC hearing.
STATUS: Re submittal received on 9-30-2016.
STATUS: 11-1-2016 Comments provided to the applicant and awaiting resubmittal.

PROJECT NAME: PALMETTO BLUFF PHASE 2

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-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.

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

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-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

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-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.

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 constryct 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

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-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-12-19-013786	12/16/2019		Development Plan	Active	William Howard

Applicant: JK Tiller Associates Inc **Owner:** Low Country Fresh Real Estate

PLAN DESCRIPTION: The request is being made by J.K Tiller Associates, INC. On behalf of Low Country Fresh Real Estate LLC for the preliminary review of a development plan application.
8,136 sqf Grocery Market in Washington Square
STATUS 01/23/2020: Comments on the Preliminary Plan were provided at the January 22 meeting of the DRC.
STATUS 03/02/2020: The Preliminary Plan was approved at the Feb. 26 meeting of the Planning Commission. Awaiting Final Development Plan.

PROJECT NAME:

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 consteuct 71 single family lots and infrastructure within Block L5 of Palmetto Bluff.
STATUS 12/18/2020: Comments on the Preliminary Plan were reviewed at the Dec. 18 meeting of the DRC. Awaiting Final Development Plan.

PROJECT NAME: PALMETTO BLUFF PHASE 2

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-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

PROJECT NAME: Four Seasons at Carolina Oaks

Public Project

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:

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-10-19-013605	10/15/2019	204 NEW RIVERSIDE RD	Development Plan	Active	William Howard

Applicant: Bluffton Township Fire District **Owner:** Bluffton Township Fire District

PLAN DESCRIPTION: Develop new fire and EMS Station located on New Riverside Road. Parcel R610-036-000-3215-0000.
STATUS: 10/28/2019 Project has been placed on hold to determine appropriate location of entrances along New Riverside Road in conjunction with the Town's proposed New Riverside Park. Once determined, the request will be placed on the next DRC agenda.
STATUS 03/02/2020: The revised Development Plan is scheduled for the March 18 meeting of the DRC.

PROJECT NAME: Fire and EMS Station 31

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

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

Attachment 9

Growth Management Application Update Report

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

Development Plan

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: 33

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

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

Total Master Plan Cases: 1

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: Addition of 1.076 acres (Parcel B) to Buckwalter PUD to supplement development of Robertson Site.

PROJECT NAME: ROBERTSON SITE

Total Master Plan Amendment Cases: 2

Subdivision Plan

General

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

Subdivision Plan

SUB-03-18-011793	03/19/2018	15 MAIDEN LN	Subdivision Plan	Active	Katie Peterson

Applicant: RENA FORD **Owner:** RICHARD FORD

PLAN DESCRIPTION: A request by Rena Ford, on behalf of Richard Ford, for approval of a Subdivision Application. The subdivision will create 4 single-family parcels on approximately 1.9 acres. The property is zoned Neighborhood General – Historic District and is identified by tax map number R610 039 00A 0069 0000, located southeast corner of the intersection of Maiden Lane and Bruin Road.
The Application was reviewed for conformance with the UDO and was placed on the March 27th DRC Agenda where comments were provided to the Applicant.
STATUS: Awaiting resubmittal addressing DRC Comments.

PROJECT NAME: OLD TOWN

SUB-02-20-014022	02/20/2020		Subdivision Plan	Active	Alan Seifert

Applicant: Atlas Surveying **Owner:** RICHARD SCHWARTZ

PLAN DESCRIPTION: Alston Park Phase 2D (Subdivision): A request by Jeremy Reeder of Atlas Surveying on behalf of Richard Schwartz, owner, for review of a Subdivision Plan for the division of 21.87 acres into 26 single-family lots. The property is identified by tax map number R614 035 000 0018 0000 and is located within the Alston Park 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 next scheduled meeting.

PROJECT NAME: ALSTON PARK PHASE 2D

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 April 15th meeting.

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

Subdivision Plan

SUB-03-20-014134	03/19/2020	Subdivision Plan	Active	Alan Seifert

Applicant: Thomas and Hutton **Owner:** K Hovananian

PLAN DESCRIPTION: Four Seasons - Phase 1A (Subdivision): A request by Mike Hughes of Thomas & Hutton on behalf of Jeff Wiggins of K. Hovnanian Homes, owner, for review of a Subdivision Plan for the division of 23.58 acres into 19 single-family lots. The property is identified by tax map number R614 028 000 3372 0000 and is located within the 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 [03/23/2020]: 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 April 22nd meeting.

PROJECT NAME: Four Seasons at Carolina Oaks

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

SUB-10-19-013569	10/02/2019	Subdivision Plan	Active	Alan Seifert

Applicant: Atlas Surveying **Owner:** S.O. Land Development, LLC

PLAN DESCRIPTION: Lawton Station, Phase 5C and 6C (Subdivision): A request by Jeremy Reeder of Atlas Surveying on behalf of Richard Schwartz, owner, for review of a Subdivision Plan for the division of 33.82 acres into 74 single-family lots. The property is identified by tax map numbers R614 028 000 4697 0000, R614 028 000 4698 0000, and R614 028 000 4699 0000 and is located within the Lawton Station Master Plan. The property is zoned Buckwalter 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 was reviewed at the November 6th DRC meeting and is pending the submittal of a Surety Bond. Once a Surety Bond is submitted, it will be reviewed to ensure it meets all requirements and the Subdivision Plan can be approved.

PROJECT NAME: LAWTON STATION Phase 5C & 6C

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

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

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

Subdivision Plan

SUB-12-19-013790	12/16/2019	Subdivision Plan	Active	Alan Seifert

Applicant: Thomas & Hutton **Owner:** May River Forest, LLC

PLAN DESCRIPTION: Palmetto Bluff, Phase 2 - Block M1 (Subdivision): A request by Mike Hughes of Thomas & Hutton on behalf of Dallas Wood of May River Forest, LLC for review of a Subdivision Plan for the division of 31.7 acres into 36 single-family lots. The property is identified by tax map number R614 046 000 0062 0000 and is located within the Palmetto Bluff Phase 2 Master Plan. The property is zoned Palmetto Bluff 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 was reviewed at the January 22nd DRC meeting and is pending the submittal of a Surety Bond. Once a Surety Bond is submitted, it will be reviewed to ensure it meets all requirements and the Subdivision Plan can be approved.

PROJECT NAME: PALMETTO BLUFF PHASE 2

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: 11

Zoning Action

UDO Text Amendment

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-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.

PROJECT NAME:

Zoning Appeal

ZONE-03-20-014108	03/11/2020	Zoning Action	Active	Kevin Icard

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?

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-12-18-012641	12/11/2018	42 WHARF ST	Zoning Action	Active	Heather Colin

Applicant: Vicky Foster **Owner:** Absolute Island Management

PLAN DESCRIPTION: The Applicant is requesting the Town to deny the Pops Place project, as they think it is not allowed in Neighborhood General-HD Zoning according to the UDO Sections 4.3 & 9.4.4. Referencing Tax Map Numbers R610 039 00A 185A 0000, and R610 039 00A 0304 0000.
STATUS: The Appeal will be heard at the January 15, 2019 Board of Zoning Appeals meeting.
STATUS: 1/29/2019 A member of the Board of Zoning Appeals (BZA), has requested a rehearing of the Pop's Place appeal (ZONE-12-18-12641) due to a 5th member of the Board not being present at the original hearing and the inability of the BZA to render a majority decision.
The BZA will have the opportunity to reconsider the request at the February 19, 2019 Special Meeting starting at 6:00pm at the Theodore D. Washington Municipal Building at 20 Bridge Street. If the BZA votes to reconsider the case, Town Staff will make a present the appeal request to the full Board. If the BZA votes to not reconsider the case, there will be no new hearing and the existing Appeal Order upholding the UDO Administrator's decision will stand.
STATUS: 2/25/2019 The BZA voted 3-2 to affirm the UDO Administrator's decision. The Appeal Order will be sent to all parties, any aggrieved party has 30 days to appeal to Circuit Court.
STATUS: 5/28/2019 The adjacent property owner filed an appeal to the Circuit Court as an aggrieved party.

PROJECT NAME: OLD TOWN

ZONE-08-19-013456	08/16/2019	36 TABBY SHELL RD	Zoning Action	Active	Kevin Icard

Applicant: Kingfisher Construction **Owner:** Riverside Retreats, Inc

PLAN DESCRIPTION: Rear of house over rear setback by 3 feet. Due to the lot configuration and needing to put home parallel to Tabby Shell Road.

PROJECT NAME: REEVES PROPERTY

Zoning Map Amendment

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-07-19-013331	07/10/2019	Zoning Action	Active	Kevin Icard

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: Addition of 1.076 acres (Parcel B) to Buckwalter PUD to supplement development of Robertson Site.

PROJECT NAME: ROBERTSON SITE

Total Zoning Action Cases: 6

Total Active Cases: 98

Total Plan Cases: 98

TOWN COUNCIL

STAFF REPORT
Department of Growth Management

MEETING DATE:	April 14, 2020
PROJECT:	Consideration of a Fair Housing Resolution Affirming the Continued Dedication of the Town of Bluffton to Fair Housing Principles and Regulations
PROJECT MANAGER:	Vicki Smalls, Community Development Coordinator

RECOMMENDATION: Town Staff recommends that Town Council approve a Resolution affirming the continued dedication of the Town of Bluffton to fair housing principles and regulations, and to designate the month of April as "Fair Housing" month.

BACKGROUND: April 11, 2020 is the 52nd anniversary of the signing of Title VIII of the 1968 Civil Rights Act, which guarantees fair housing opportunities for all Americans. The Town of Bluffton supports the principles and regulations of this Act and dedicates the month of April as "Fair Housing" month.

The Town has been a champion of fair housing for its citizens, which is reflected in various programs and projects, including:

- Inclusion of "Affordable/Workforce Housing" as a Strategic Focus Area in the Town's Strategic Plan.
- An Affordable Housing Committee that meets monthly;
- A Neighborhood Assistance Program that includes providing funds to ensure "safe and dry" housing for income-qualifying households;
- A multi-year effort to extend water, sewer and sidewalks in the Buck Island-Simmonsville community with assistance from the Community Development Block Grant (CBDG) program; and,
- The Wharf Street Redevelopment Project, which was developed with federal funding through the Neighborhood Stabilization Program.

To obtain CDBG funds, Town Council must affirmatively certify that fair housing objectives are and will be being furthered in their administration. This commitment demonstrates the desire of the Town to provide and protect every citizen's right to a decent, safe and sound living environment.

ATTACHMENTS:
1. Fair Housing Resolution
2. Suggested Motion

ATTACHMENT 1

RESOLUTION

A RESOLUTION DECLARING APRIL AS FAIR HOUSING MONTH IN THE TOWN OF BLUFFTON BY AFFIRMING THE CONTINUED DEDICATION TO FAIR HOUSING PRINCIPLES AND REGULATIONS ESTABLISHED BY THE STATE OF SOUTH CAROLINA AND THE UNITED STATES FEDERAL GOVERNMENT

WHEREAS, April 11, 2020 marks the 52nd anniversary of the signing of Title VIII of the 1968 Civil Rights Act, as amended, which guarantees fair housing opportunities for all Americans; and

WHEREAS, the principle of fair housing is not only state and national law and policy, but a fundamental human concept and entitlement for all citizens; and

WHEREAS, the Town of Bluffton desires that all its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and

WHEREAS, the Town of Bluffton rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or family status in the sale, rental, or provision of other housing services; and

WHEREAS, as a community we welcome all good neighbors, recognizing the contributions and richness tendered by a wide variety of young and old, male and female, people of all colors, ethnic backgrounds, and religious traditions; and

WHEREAS, interested parties from both the private and public sectors will participate in a city, state and national effort to promote fair housing.

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

1. The month of April 2020 to be "Fair Housing Month"; and

2. All residents of our community are urged to personally adopt the spirit of equal housing opportunity and adhere to the letter and character of the Fair Housing Laws.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY UPON ADOPTION. SIGNED, SEALED AND DELIVERED THIS ___ DAY OF _____, 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

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

Proposed Motion

Consideration of a Fair Housing Resolution Affirming the Continued Dedication of the Town of Bluffton to Fair Housing Principles and Regulations – Vicki Smalls, Community Development Coordinator

"I move to approve the Consideration of a Fair Housing Resolution Affirming the Continued Dedication of the Town of Bluffton to Fair Housing Principles and Regulations."

TOWN COUNCIL

STAFF REPORT
Engineering Department

MEETING DATE:	April 14, 2020
PROJECT:	Consideration of a Resolution to Authorize the Installation of "No Parking" Signs on a Portion of Lawrence Street
PROJECT MANAGER:	Bryan McIlwee, Director of Engineering

RECOMMENDATION:

Request Town Council approval of the attached Resolution to designate additional no parking areas as part of the Consent Agenda.

BACKGROUND/DISCUSSION:

As a result of numerous vehicles parking on private properties, sidewalks and within the roadway, staff proposes to establish a "No Parking" zone within the public right-of-way on a portion of Lawrence Street. This restricted parking area is proposed on both sides of Lawrence Street from DuBois Lane to Wharf Street. Implementation of this no parking zone will allow unobstructed access for mail delivery, fire trucks, vehicles and pedestrian traffic.

Lawrence Street is Town owned and maintained, therefore no SCDOT encroachment permits are required. However, no parking zones and other parking restrictions must be approved by Council through a formal Resolution (Attachment 1)

NEXT STEPS:

Upon Town Council approval, Staff will coordinate the procurement, fabrication and installation of the proposed signs at the locations shown on the attached plans (Exhibit A).

ATTACHMENTS:

1. Resolution Amending the Restricted Parking Zones within the Old Town Historic District to designate additional "No Parking" areas on both sides of Lawrence Street extended from DuBois Lane to Wharf Street.
    a. Exhibit A – No Parking Plan
2. Recommended Motion

Attachment 1
Resolution

RESOLUTION

AMENDMENT OF THE RESTRICTED PARKING ZONES WITHIN THE OLD TOWN HISTORIC DISTRICT TO DESIGNATE ADDITIONAL “NO PARKING” AREAS ON BOTH SIDES OF LAWRENCE STREET EXTENDED FROM DUBOIS LANE TO WHARF STREET

WHEREAS, the Town of Bluffton Town Council (the "Town Council") adopted the Old Town Master Plan on July 12, 2006 through Ordinance 2006-17 which established specific goals including providing adequate parking opportunities within the Old Town Historic District; and

WHEREAS, in January 2014, the Town of Bluffton entered into a contract with Thomas & Hutton Engineering to develop a Calhoun Street and Adjacent Area Study to establish a public infrastructure master plan and policy guidelines; and

WHEREAS, on January 22, 2015, Marc Orlando, Town Manager sent letters to business owners within the Calhoun Street Promenade development in the Old Town Historic District informing them of the shared parking agreement between Calhoun Street Promenade and the First Baptist Church and encouraging business owners to work with their employees to take advantage of the shared parking provided for in the agreement with the intent of allowing for greater turnover of parking spaces in the Calhoun Street Promenade development area; and

WHEREAS, on January 22, 2015, Marc Orlando, Town Manager also sent letters to business owners within the Old Town Historic District requesting that they and their employees consider parking in the less utilized parking areas on Bluffton Road, May River Road, Goethe Road and Oyster Factory Park to help ensure that prime parking spaces are available for business patrons and residents; and

WHEREAS, the Town Council adopted an amendment to the Unified Development Ordinance requiring an increase of off-street parking spaces for commercial uses on March 10, 2015 through Ordinance 2015-05; and

WHEREAS, the Town Council held a Workshop on October 20, 2015 and provided direction on certain immediate action items focused on improving parking conditions including the implementation of time restricted parking in certain areas within the Old Town Historic District; and

WHEREAS, per Section 26-78 of the Town Municipal Code, the Town Council has the authority to establish no parking zones, restricted parking zones, parallel zones, loading zones, handicapped parking zones, parking meter zones and other reasonable parking regulations; and

WHEREAS, on November 10, 2015, the Town Council approved a Resolution authorizing, among other things, the establishment of a restricted parking zone for Calhoun Street beginning at the intersection with May River Road and continuing south to the intersection at Bridge Street and for the head-in parking areas located at Dubois Park on Lawton Street and Lawrence Street which limits parking to two (2) hours between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday; and

WHEREAS, on December 8, 2015, the Town Council approved an Amendment of the restricted parking zone for Calhoun Street beginning at the intersection with May River Road and continuing south to the intersection at Bridge Street and for the head-in parking areas located at Dubois Park on Lawton Street and Lawrence Street from a two-hour to a three (3) hour parking limit between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday; and

WHEREAS, on December 13, 2016 the Town Council approved an Amendment of the restricted parking zone to include "No Parking" signs along Boundary Street from the intersection of May River Road/Bruin Street to Bridge Street other than the designated on-street parking adjacent to Dubois Park; and

WHEREAS, on September 11, 2018 the Town Council approved an Amendment of the restricted parking zone to include "No Parking" signs along a portion of Water Street beginning at Calhoun Street to Boundary Street; and

WHEREAS, on March 12, 2019 the Town Council approved an Amendment of the restricted parking zone to include a portion of May River Road from the intersection of May River Road, Calhoun Street and Promenade Street eastward and westward to the Intersection of May River Road, Bluffton Road and Boundary Street; and

WHEREAS, on August 13, 2019, Town Council approved an Amendment to the restricted parking zone in portions of the Bluffton Old Town Historic District to include "No Parking" signs along a portion of Bridge Street, from Thomas Heyward Street to Calhoun Street; and

WHEREAS, on October 8, 2019, Town Council approved an Amendment to the restricted parking zone in portions of the Bluffton Old Town Historic District to include "No Parking" along a portion of Boundary Street adjacent to the Martin Family Park, "3-Hour" parking at Martin Family and Wright Family Park, and "Reserved/Church" parking on the west side of Calhoun Street south of Water Street; and

WHEREAS on February 11, 2020, Town Council approved an Amendment to the restricted parking zone in portions of the Bluffton Old Town Historic District to establish a "No Parking" zone along both sides of Lawrence Street extending from Huger Cove to DuBois Lane, and to establish a "No Parking" zone from 8:00 am to 9:00 am and 2:00 pm to 3:00 pm for a portion of the west side of Calhoun Street immediately adjacent to the Haag Elementary Building at May River Montessori School.

WHEREAS, the Town Council desires to Amend the restricted parking zone in portions of the Bluffton Old Town Historic District to establish a "No Parking" zone along both sides of Lawrence Street extending from DuBois Lane to Wharf Street.

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

Section 1. Amendment of the restricted parking zone to include "No Parking" on both sides of Lawrence Street extending from DuBois Lane to Wharf Street, as shown on **Exhibit A – No Parking Plan**.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEIATELY UPON ADOPTION.
SIGNED, SEALED AND DELIVERED AS OF THIS FOURTEENTH DAY OF APRIL 2020.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

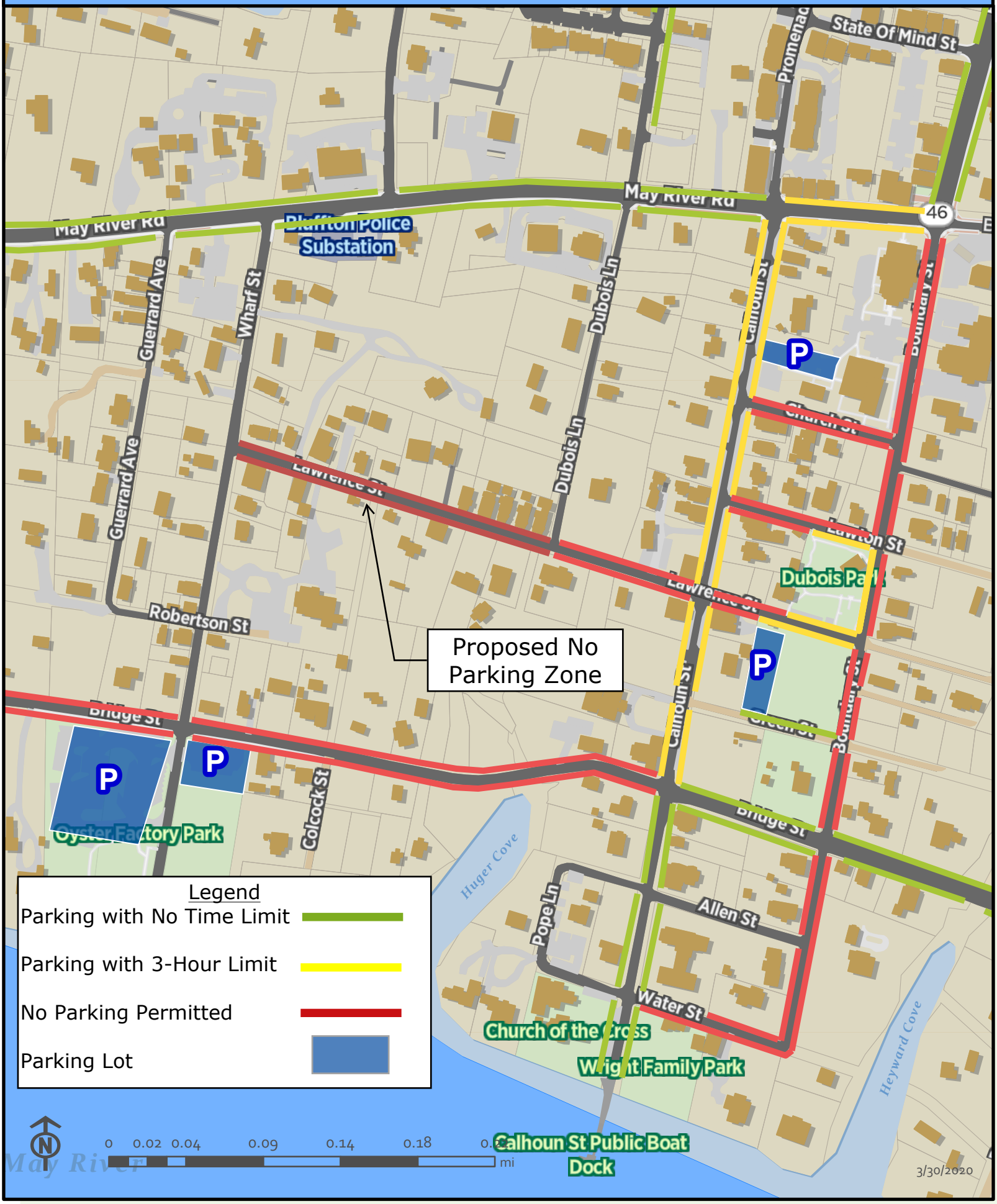
ATTEST:

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

“EXHIBIT A”

Town of BLUFFTON South Carolina

Exhibit A - No Parking Plan



Attachment 2
Recommended Motion

RECOMMENDED MOTION LANGUAGE

"I make a motion to approve the Proposed Resolution to Authorize the Installation of No Parking Signs on Lawrence Street between DuBois Lane and Wharf Street."

TOWN COUNCIL

STAFF REPORT
Engineering Department

MEETING DATE:	April 14, 2020
PROJECT:	Consideration of a Resolution Authorizing the Renewal of a Memorandum of Agreement between Beaufort County and the Town of Bluffton Regarding the Sharing of Responsibility of Minimum Control Measures Required in the National Pollution Discharge Elimination System Permit Requirement for South Carolina Permit #SCR030000
PROJECT MANAGER:	Bryan McIlwee, Director of Engineering

RECOMMENDATION:

Request Town Council approval of the attached Resolution as part of the Consent Agenda.

BACKGROUND/DISCUSSION:

On December 1, 2015, the South Carolina Department of Health and Environmental Control (SCDHEC) designated Hilton Head Island, portions of southern Beaufort County, and the Town of Bluffton as part of the Hilton Head Island Urbanized Area. Following this designation, SCDHEC now regulates all three (3) entities' stormwater discharges to receiving waterbodies as individual, Small Municipal Separate Storm Sewer Systems (SMS4) under the National Pollution Discharge Elimination System (NPDES) General Permit #SCR030000.

General Permit #SCR030000 outlines the six (6) Minimum Control Measures (MCMs) that each regulated SMS4 must include as part of their stormwater program. The MCMs are as follow:

1. Public outreach/education,
2. Public involvement/participation,
3. Illicit discharge detection and elimination (IDDE),
4. Construction site stormwater runoff control,
5. Post-construction stormwater management, and
6. Pollution prevention/good housekeeping for municipal operations.

Additionally, General Permit Article 4.1.4 outlines the requirement to develop adequate legal authority to implement and enforce the SMS4's stormwater management program, which can include an interagency agreement. Specifically, Article 4.1.4.2.k. Interagency Agreements states, "Control of the contribution of pollutants from one portion of the shared MS4 to another portion of the MS4 through interagency agreements or other similar agreements with other MS4 owners, wherever and whenever such agreements are effective."

Anticipating the SMS4 designation, the County and the Town included Article 7 – NPDES MS4 Phase II Permit Compliance in a "Stormwater Management and Utility Intergovernmental Agreement." This Intergovernmental Agreement, dated July 1, 2016, defines and implements environmental initiatives related to the protection of southern Beaufort County watersheds and other outstanding natural resources. A copy of the Intergovernmental Agreement is attached as Exhibit "A" to the MOA.

Article 7.02 of the Intergovernmental Agreement identifies that some aspects of the NPDES SMS4 requirements lend themselves to coordination and cooperation between the Town and the County. In such instances, coordination between the Town and the County shall be based on a specific Minimum Control Measure (MCM) and shall be established by a separate written agreement. The MOA meets this requirement by specifically addressing MCM3 (IDDE), MCM4 (Construction site runoff control program) and MCM5 (Post-construction stormwater management), as well as defining joint monitoring efforts, notification of inspections or testing results, right of entry, and appropriate documentation to jointly administer each jurisdiction's stormwater program. This MOA has assisted with expedited action to citizen concerns and permit compliance.

On June 13, 2017, Town Council passed a resolution authorizing the Town Manager to enter into a Memorandum of Agreement (MOA) between Beaufort County and the Town of Bluffton to share responsibility of Minimum Control Measures required in the National Pollution Discharge Elimination System Permit requirement for South Carolina Permit #SCR030000. This current MOA expires June 12, 2020.

NEXT STEPS:

Upon Town Council review and approval of this request, Town Manager will renew the MOA with Beaufort County.

ATTACHMENTS:

1. Resolution
2. Memorandum of Agreement with Exhibit A – July 1, 2016 Intergovernmental Agreement
3. Recommended Motion

ATTACHMENT 1

RESOLUTION

A RESOLUTION AUTHORIZING THE RENEWAL OF A MEMORANDUM OF AGREEMENT BETWEEN BEAUFORT COUNTY AND THE TOWN OF BLUFFTON REGARDING THE SHARING OF RESPONSIBILITY OF MINIMUM CONTROL MEASURES REQUIRED IN THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PERMIT REQUIREMENT FOR SOUTH CAROLINA PERMIT #SCR030000

WHEREAS, South Carolina Department of Health and Environmental Control, (the "***SCDHEC***") designated the Town of Bluffton (the "***Town***"), and portions of southern Beaufort County (the "***County***"), South Carolina, as regulated Small Municipal Separate Storm Sewer Systems ("***SMS4***") under the National Pollution Discharge Elimination System ("***NPDES"***) General Permit #SCR030000 (the "***General Permit"***); and,

WHEREAS, the General Permit outlines the six (6) Minimum Control Measures ("***MCM***") that each regulated SMS4 must include as part of their stormwater program; and,

WHEREAS, the General Permit Article 4.1.4 outlines the requirement to develop adequate legal authority to implement and enforce the SMS4's stormwater management program, which can include an interagency agreement; and,

WHEREAS, the County and the Town previously entered into an Intergovernmental Agreement dated July 1, 2016, to define and implement environmental initiatives related to the protection of Southern Beaufort County Watersheds and other outstanding natural resources; and

WHEREAS, Article 7.02 of the Intergovernmental Agreement identifies that some aspects of NPDES SMS4 requirements will lend themselves to coordination and cooperation between the Town and the County and in such instances, coordination between the Town and the County shall be on the basis of a specific MCM and shall be established by a separate written agreement; and

WHEREAS, the Town and the County are both authorized to enter into this Agreement by virtue of the provisions of Sections 4-9-40 and 4-9-41 of the South Carolina Code of Laws, 1976, as amended, and Article VIII, Section 13 of the South Carolina Constitution; and,

WHEREAS, the Town and County entered into the current Memorandum of Agreement ("***MOA***") following Council authorization on June 13, 2017, which expires June 12, 2020; and,

WHEREAS, the Parties have determined that it is reasonable, necessary, and in the public interest and welfare for the Parties to renew the existing MOA to continue to cooperate and coordinate the joint administration of the applicable stormwater management ordinances and programs within the territorial jurisdiction of the other Party, as set forth more thoroughly herein; and,

WHEREAS, Town Council desires to authorize the Town Manager to renew the existing MOA.

ATTACHMENT 1

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

1. The Town Council hereby authorizes the Town Manager to renew the MOA with the County to the share responsibility of MCM required in the General Permit for South Carolina Permit.

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATELY 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

STATE OF SOUTH CAROLINA)
) MEMORANDUM OF AGREEMENT
COUNTY OF BEAUFORT)

THIS MEMORANDUM OF AGREEMENT ("Agreement") is being entered into by and between Beaufort County, South Carolina, a body politic duly created and existing pursuant to the provisions of S.C. Code Ann. § 4-9-10, *et seq.* (hereinafter referred to as the "County") and the Town of Bluffton, a South Carolina municipal corporation, created and existing pursuant to S.C. Code Ann. § 5-7-10, *et seq*., located within the County (hereinafter referred to as "Town")(with the County and the Town individually a "Party" and collectively the "Parties") regarding the sharing of responsibility of Minimum Control Measures required in the National Pollution Discharge Elimination System (hereinafter referred to as "NPDES") permit requirement for South Carolina Permit #SCR030000.

WHEREAS, the County and the Town previously entered into an Intergovernmental Agreement dated July 1, 2016, to define and implement environmental initiatives related to the protection of Southern Beaufort County Watersheds and other outstanding natural resources, a copy of which is attached hereto as Exhibit "**A**" and fully incorporated herein by reference (herein, the "Intergovernmental Agreement"); and

WHEREAS, Article 7.02 of the Intergovernmental Agreement identifies that some aspects of NPDES Municipal Separate Storm Sewer System (MS4) Phase II requirements will lend themselves to coordination and cooperation between the Town and the County and in such instances, coordination between the Town and the County shall be on the basis of a specific Minimum Control Measure ("MCM") and shall be established by a separate written agreement; and

WHEREAS, the Town and the County are both authorized to enter into this Agreement by virtue of the provisions of Sections 4-9-40 and 4-9-41 of the South Carolina Code of Laws, 1976, as amended, and Article VIII, Section 13 of the South Carolina Constitution; and,

WHEREAS, the Parties are in pursuit of their mission to protect the local watersheds and other outstanding natural resources and to implement both the County's and the Town's Monitoring Plan, Stormwater Ordinance, Stormwater Management Plans, Illicit Discharge Detection and Elimination Plan, Best Management Practice Plan and Enforcement Response Plan and the Parties have determined that this Agreement is in the best interest of achieving those objectives; and,

WHEREAS, the Town and County entered into the current Memorandum of Agreement ("*MOA*") following Council authorization on June 13, 2017, which expires June 12, 2020; and,

WHEREAS, the Parties have determined that it is reasonable, necessary, and in the public interest and welfare for the Parties to cooperate and coordinate the joint administration of the applicable stormwater management ordinances and programs within the territorial jurisdiction of the other Party, as set forth more thoroughly herein.

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

1. Recitals Incorporated. The foregoing recitals are hereby incorporated as though fully set forth herein.

2. County's Right to Jointly Support Town Stormwater Ordinance. The Town hereby agrees and grants to the County and the County hereby acknowledges and accepts the non-exclusive right and authority to jointly administer the Town's duly adopted Unified Development Ordinance 2011-15, as amended, and any plans, programs, or corresponding ordinances adopted in accordance therewith, including but not limited to the Town's (i) Stormwater Management Plan, (ii) MCM 3: Illicit Discharge Detection and Elimination (IDDE) Program, (iii) MCM 4: Construction Site Runoff Control Program, (iv) MCM 5: Post-Construction Runoff Control Program; and, (v) Monitoring Plan (herein, collectively "Town's Stormwater Ordinances"), on all properties located within the municipal limits of the Town.

a. Right of Entry. Included in the County's right to jointly administer the Town's Stormwater Ordinances within the corporate limits of the Town is the right and authority to enter onto such property located within the Town to perform water quality sampling, conduct inspections, investigate potential violations and take such other actions as permitted by the Town's Stormwater Ordinances to the fullest extent granted to the Town.

b. Notifications. The County agrees to notify the Town within twenty-four hours of detecting any potential violation of the Town's Stormwater Ordinances within the corporate limits of the Town. The notification should include the location of the potential violation, the time and date of the potential violation, the type of potential violation, and any additional information that would be necessary or prudent for the Town to have in order to carry out enforcement proceedings. The County agrees to provide the Town with any information required for enforcement action prosecution or other action permitted under the Town's Stormwater Ordinances within 14 days, and agrees to produce County personnel in court, as necessary and upon adequate notice.

c. Town Documentation. The Town agrees to provide the County with access to any documentation or records that could assist the County in its joint administration of the Town's Stormwater Ordinances.

3. Town's Right to Jointly Support County Stormwater Ordinance. The County hereby agrees and grants to the Town and the Town hereby acknowledges and accepts the non-exclusive right and authority to jointly administer the County's duly adopted Stormwater Ordinance 2016/38, as amended, and any plans, programs, or corresponding ordinances adopted in accordance therewith, including but not limited to the County's (i) Stormwater Management Plan, (ii) MCM 3: Illicit Discharge Detection and Elimination (IDDE) Program, (iii) MCM 4: Construction Site Runoff Control Program, (iv) MCM 5: Post-Construction Runoff Control Program; and, (v) Monitoring Plan (herein, collectively "County's Stormwater Ordinances"), on all properties located within the territorial jurisdiction of the County.

a. Right of Entry. Included in the Town's right to jointly administer the County's Stormwater Ordinances within the territorial jurisdiction of the County is the right and authority to enter onto such property located within the County to perform water quality sampling, conduct inspections, investigate potential violations and take such other actions as permitted by the County's Stormwater Ordinances to the fullest extent granted to the County.

b. Notifications. The Town agrees to notify the County within twenty-four hours of detecting any potential violation of the County's Stormwater Ordinances within the territorial jurisdiction of the County. The notification should include the location of the potential violation, the time and date of the potential violation, the type of potential violation, and any additional information that would be necessary or prudent for the County to have in order to carry out

enforcement proceedings. The Town agrees to provide the County with any information required for enforcement action prosecution or other action permitted under the County's Stormwater Ordinances within 14 days, and agrees to produce Town personnel in court, as necessary and upon adequate notice.

c. County Documentation. The County agrees to provide the Town with access to any documentation or records that could assist the Town in its joint administration of the County's Stormwater Ordinances.

4. Joint Monitoring. Monitoring Components. Both Parties will meet components of their Monitoring Plans, as established pursuant to their Stormwater Ordinances and policy documents, through this Agreement as follows:

a. Monitoring locations, parameters, sampling frequency, and flow data will be determined by both Parties and samples will be collected in accordance with both Parties' Monitoring Plans. Every effort will be made to establish locations and parameters that align with both Parties' Monitoring Plans.

b. All water quality data collected by either Party related to or for the New, May, Okatie and Colleton River watersheds will be shared through the University of South Carolina Beaufort's Water Quality Laboratory.

c. Neither Party will incur any fees to the other in regard to this joint monitoring plan.

5. **Miscellaneous**.

a. Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by either party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

b. Amendments. Except as otherwise provided herein, this Agreement may not be amended, changed, modified or altered without the prior written consent of both Parties hereto.

c. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

d. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

e. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

f. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provision or sections of this Agreement.

g. No Partnership. The Parties hereto intend only to provide for the provision of the services described herein and affirmatively state that no master-servant, principal-agent, employer-employee relationship is created by this Agreement. No employee, volunteer, contractor, agent, or subagent, shall be considered an employee or agent of the other party for any purpose whatsoever, and none shall have any status, right or benefit of employment with the other.

h. No Third Party Beneficiaries. The Parties hereto affirmatively represent that this Agreement is made solely for the benefit of the County and the Town and is not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

6. Term. The term of this Agreement shall be from the latest date of execution for five (5) years. The Agreement will be reviewed by the County and Town annually to determine funding availability for the upcoming year. This Agreement can be extended for additional cycles upon the mutual agreement of the Parties.

7. Termination for Convenience. The County and the Town shall have the right to terminate this Agreement for convenience upon 60 days written notice.

8. Notice. All notices required to be given under the terms of this Agreement shall be in writing and either (i) served personally during regular business hours; (ii) served by e-mail; or, (iii) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices upon the Parties shall be served as follows:

TO THE TOWN:
Town of Bluffton Engineering Department
Attn: Watershed Management Division
Post Office Box 386
Bluffton, South Carolina 29910
E-Mail: kjones@townofbluffton.com

TO THE COUNTY:
Beaufort County, South Carolina
Attn: Stormwater Division
Post Office Drawer 1228
Beaufort, South Carolina 29902
E-Mail: wstormwater@bcgov.net

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

IN WITNESS WHEREOF, the Parties hereto have affixed their signature hereto the date first written hereinabove.

BEAUFORT COUNTY, SOUTH CAROLINA

By:_____
Name: Ashley Jacobs
Its: County Administrator
Date_____

TOWN OF BLUFFTON

By_____
Name: Marc Orlando
Its: Town Manager
Date_____

ATTACHMENT 2
EXHIBIT A

A STORMWATER MANAGEMENT AND UTILITY

INTERGOVERNMENTAL AGREEMENT

BETWEEN BEAUFORT COUNTY, SOUTH CAROLINA, AND

THE TOWN OF BLUFFTON, SOUTH CAROLINA

DATED: 7-1-16

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WHEREAS, this Agreement is made on this 1st day of July, 2016, by and between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina, for the purpose of establishing the terms and conditions of the participation by the Town in a county-wide stormwater utility, which utility shall be operated by the County.

ARTICLE 1 - TITLE AND PURPOSE

1.00 *Title:* This intergovernmental agreement between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina, shall be known as the "Stormwater Management and Utility Agreement Between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina."

1.01 *Purpose:* This Agreement is made for the purpose of defining the roles, responsibilities and financial relationship between the County and the Town with respect to the establishment, administration and operation of the Beaufort County Stormwater Utility, which includes the following:

(a) Establishment of rates;

(b) Use of revenue;

(c) Acquisition of existing stormwater infrastructure;

(d) Construction of new stormwater infrastructure;

(e) Maintenance of stormwater infrastructure;

(f) Operation of stormwater infrastructure;

(g) Regulation and use of stormwater infrastructure; and,

(h) Enhancement of water quality.

1.02 *References to County Ordinances:* This Agreement hereby incorporates by reference Beaufort County, South Carolina, Ordinance 2015-24 regarding the establishment of a Stormwater Utility. The Beaufort County Stormwater Implementation Committee (SWIC) will review this Agreement for any needed revisions upon future amendments to *Chapter 99* of the County Ordinance. Amendments to *Chapter 99* shall become binding to this Agreement upon SWIC review and revisions to this Agreement, if deemed necessary. In the case of any conflict between the provisions of the Ordinances and this Agreement, the provisions of this Agreement shall control.

ARTICLE 2 - DEFINITIONS

2.00 *Definitions:* When used in this "Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina," the following words shall have the meanings set forth in this Article 2:

2.01 *Agreement:* This Stormwater Management and Utility Agreement between Beaufort County, South Carolina, and the Town of Bluffton, South Carolina.

2.02 *County:* Beaufort County, South Carolina.

2.03 *County Wide Stormwater Management Study (and Implementation Guide):* The study conducted by the County to determine the drainage infrastructure and maintenance needs within the various watersheds within the County. This became the Beaufort County Stormwater Master Plan dated February 20, 2006. In 2016, the County and Town of Bluffton entered into agreement to update the Master Plan, said document being referred to as the "Beaufort County Stormwater Management Implementation Guide". Future amendments of the Plan/Guide shall

be incorporated by reference once agreed upon by the Beaufort County Stormwater Implementation Committee (SWIC).

2.04 *Cost of Service Analysis and Rate Study:* The study was conducted by the County and Town which was adopted by County Council on August 24, 2015 and submitted by the Study consultant to the Town of Bluffton on April 20, 2016 to determine an equitable and appropriate rate structure for Stormwater Utility User Fees within all areas of the County, so that fees charged by the Stormwater Utility will be in compliance with provisions of S. C. Code Ann. 48-14-120(C)(Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010).

2.05 *Stormwater Utility User Fees:* Stormwater Utility User Fees shall mean the service fee imposed pursuant to this article for the purpose of funding costs related to stormwater programs, services, systems, and facilities. These fees will be calculated based upon the residential category for a parcel and/or the nonresidential parcel's impervious area and/or a parcel's gross area and an administrative fee, depending on the applicable Utility Rate Structure, as pursuant to the provisions of the Beaufort County Ordinance listed in Section 1.02.

2.06 *Stormwater Utility User Fee; Single Family Unit Rate (SFU).* Per "Option A" of the 2015 Utiltiy Rate Study, the single-family unit fee rate shall be defined as the impervious area measurements obtained from a statistically representative sample of all detached single-family structures within Beaufort County. The representative value will be 4,906 square feet

2.07 *Stormwater Utility User Fee; Administrative fee.* For "Option A" rate structures, the Administrative fee is a portion of the SFU and determined per Section 4.01 of this Agreement. Per "Option C or E" of the 2015 Utility Rate Study, the Administrative fee is a fixed cost per billable account and includes costs to the Utility not directly applicable to the improvements of

the property, such as administrative costs, public education and outreach, and water quality monitoring. For "Option C or E" rate structures, the Administrative fee is determined per Section 4.01 of this Agreement.

2.08 *Stormwater Utility User Fee; Countywide Infrastructure Fee (CWI).* Per the 2015 Utility Rate Study, the countywide infrastructure fee is based on GIS data obtained per Article 8 herein. It is a fee applicable to each Town for the operation and maintenance cost of the county owned infrastructure defined in Section 5.07, collected and paid directly to the County.

2.09 *Stormwater Utility User Fee; Gross Area fee (GA).* Per "Option C or E" of the 2015 Utility Rate Study, the Gross Area fee is calculated from the area in acres of a parcel of land as measured from GIS data obtained per Article 8 herein.

2.10 *Stormwater Utility User Fee; Impervious Area fee (IA).* Per "Option C or E" of the 2015 Utility Rate Study, the Impervious Area fee is based on impervious area measurements calculated in the same manner as the SFU.

2.11 *NPDES:* The National Pollutant Discharge Elimination System stormwater regulatory program established by the United States Environmental Protection Agency to address pollutants in stormwater discharged to waters of the United States. Phase II of this regulatory program impacts communities under 100,000 in population, small construction sites between one acre and five acres, and industrial sites owned and operated within communities under 100,000 population.

2.12 *Public Stormwater*: Stormwater runoff which is conveyed through a public drainage easement or public road right of way, and/or which some portion is generated from a public road right of way.

2.13 *Stormwater Infrastructure:* Real property, interests in real property, improvements to real property such as ditches, drains, pipes, culverts, catch basins, pumps, post-construction best management practices (BMPs), or the like, or any combination of them, used or useful in the collection and disbursement of storm and surface water, or the control of flooding. As used herein, Stormwater Infrastructure does not include drainage systems or facilities that are not publicly owned, and which do not carry public stormwater.

2.14 *Stormwater Management:* Control of storm and surface water, erosion, stormwater quality protection and flooding through the use of Stormwater Infrastructure, and the creation and enforcement of development standards related to storm and surface water.

2.15 *Stormwater Management Plan:* The plan(s) developed by the County and Town that addresses planning, design and construction of capital improvements to the Stormwater Infrastructure; acquisition of real property or interests in real property for the purposes of Stormwater Management; maintenance and repair of Stormwater Infrastructure; regulation of the use of Stormwater Infrastructure; acquisition of equipment and other assets; regulation of impacts including any that may be mandated under the NPDES Phase II regulations, contracting with engineering, financial, legal, construction and other professionals for services in support of the Stormwater Utility, emergency preparedness related to storms and hurricanes, acquisition or construction of Stormwater Infrastructure, or any other functions required, useful or prudent for a program of Stormwater Management.

2.16 *Stormwater Utility:* The administrative section of the County's Stormwater Department created for the purposes of planning, designing, overseeing, funding, building, and maintaining Stormwater Infrastructure, either directly or through cooperative arrangements with other

governmental bodies; and for administering and managing Stormwater Management throughout Beaufort County.

2.17 *Town:* Town of Bluffton, South Carolina.

ARTICLE 3 - TERM OF THIS AGREEMENT

3.00 *Term of This Agreement:* The term and duration of this Agreement shall be as follows in this Article 3.

3.01 *Initial Term of this Agreement:* The Initial Term of this Agreement shall be for a period of ten (10) years, commencing on the date the Agreement is signed by both the Town and the County, whichever comes last.

3.02 *Periodic Review of this Agreement:* The Beaufort County Stormwater Implementation Committee (SWIC) shall conduct periodic review of this Agreement to insure that it remains current with the state of the art stormwater management and practices applicable to coastal areas and shall provide recommendations for updates to the agreement if necessary.

3.03 *Extension of this Agreement:* The term of this Agreement may be extended at any time by the mutual agreement of the parties hereto, or upon the expiration of the initial ten (10) year term set forth in Article 3.01 above.

3.04 *Termination of this Agreement:* This Agreement may be terminated by either party hereto, by delivering written notice of the termination to the other party. Termination under this Article shall only be effective on the final day of any given County fiscal year. The written notice of termination shall be provided by the party terminating the Agreement no less than one hundred eighty (180) days prior to the date the termination will be effective.

3.05 *Effect of Termination:* Upon termination of this Agreement under any provision of this Article 3, or otherwise, all rights and obligations of any party hereto, specifically including but not limited to the right of the County to charge Stormwater Utility User Fees to property owners in the Town, shall immediately end.

3.06 *Conveyance of Assets:* Upon termination of this Agreement under any provision of this Article 3, the County shall convey to the Town all of its right, title and interest in any Stormwater Infrastructure, including any stormwater easements, within the municipal limits of the Town. However, this shall not include Stormwater Infrastructure on County owned parcels or County road rights of way (otherwise known as Countywide Infrastructure, CWI, as defined in Section 5.07) within the limits of the Town.

3.07 *Rebate of User Fees:* Upon termination of this Agreement under any provision of this Article 3, the County shall return to the Town any collected but unspent or unobligated Stormwater Utility User Fees collected from within the Town Limits.

ARTICLE 4 – FINANCE AND FUNDING

4.00 *Financial and Funding Relationship:* The Town shall provide the County with its Stormwater Utility User Fee Rate for its upcoming fiscal year prior to June 30 each year of this Agreement. This will be in the form of a letter to the County Administrator from the Town Manager.

In the event the Town fails to submit this letter in accordance with Article 4 of this Agreement, the previous year's rate shall apply. The Town shall also provide to the County an annual report of its stormwater fee expenditures from the previous fiscal year. This report shall be delivered

by September 30, or as soon as the previous fiscal year's financial records are complete, each year this Agreement is in effect.

4.01 *Use of Revenue:* In accordance with the provisions of S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310 (Supp. 2010), all Stormwater Utility User Fees collected within the Town, less an administrative fee, shall be returned to the Town. The administrative fee is to be calculated as a fixed dollar amount for each unit billed and collected by the Stormwater Utility. The billable unit shall be either a Per Account charge or a charge per SFU, depending on the applicable Utility Rate Structure. The Utility shall define its administrative costs each year during the annual budget process. The Beaufort County Stormwater Implementation Committee (SWIC) shall conduct annual reviews of the Utility's administrative budget and recommend to the municipalities and County any changes to the amount billed per Account or SFU and the SWIC and Utility shall provide the Town an itemized proposal and a written explanation for adjustments for the administrative services and deliverables to be provided in the coming fiscal year. This proposal shall be submitted to the Town by February 15 of each calendar year. The Town shall provide a written recommendation of acceptance to the Utility by April 1 of the same year. Once agreed upon, this shall serve as the basis for the annual administrative fee to be calculated per Town Account or SFU, and included in each entity's annual budget.

(a) The administrative fee shall be used by the County to defray the County's administrative costs in managing the Stormwater Utility.

(b) The Town shall use Stormwater Utility User Fees to provide Stormwater Management within the Town, including, but not limited to:

(i) The acquisition, design, construction, and maintenance of Stormwater Infrastructure, or repayment of bonded indebtedness issued to fund construction of Stormwater Infrastructure, in so far as the law and covenants of the bonds allow, or for repayment to the Town for general fund or other funds spent by the Town to fund Stormwater Management activities;

(ii) Acquisition of Stormwater Infrastructure, including any easements or other interests in real property which shall be held in the name of the Town;

(iii) Maintenance of Stormwater Infrastructure by the Town and its contractor(s,) or by direct services of the Stormwater Utility. Charges for services by the Stormwater Utility; shall be negotiated and approved by the County and the Town, as is provided in Articles 4.03, 4.05(a), 5.05, and 5.07 below; The Town shall have the right of non-exclusive use of direct maintenance services, and there shall be no minimum dollar amount required to be spent annually by the Town on any services provided by the Stormwater Utility;

(iv) Plan review and site inspections related to compliance with stormwater ordinances and standards for development within the Town as set forth in Articles 4.05, 4.06 and 4.07 below;

(v) NPDES Phase II permit compliance;

(vi) Payment of bond indebtedness or repayment of funds borrowed

from the general fund or any other fund for the purpose of funding Stormwater Management projects or activities; and,

(vii) Any other services related to Stormwater Management.

4.02 *Further Agreements Authorized:* The Town and the County may negotiate and enter into agreements to share costs and responsibilities related to NPDES permit compliance. Such agreements and cost allocations shall be reflected in each entities annual budget and must be authorized by the Town Council and County Council.

4.03 *Cost of Services:* If the Town chooses to utilize the direct services of the Stormwater Utility, however described, they shall be accounted for at the County's actual cost of the equipment, materials, and personnel utilized in the delivery of the services.

4.04 *Setting of Stormwater Utility User Fee Rate (Per Account, IA, GA, and SFU's):* The Town shall be responsible each year for setting the Stormwater Utility User Fee Rate to be assessed on parcels within the Town. The Stormwater Utility User Fee rate shall be set in accordance with S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation.

4.05 *Plan Review and Site Inspection:* For all activities that constitute development within Town limits, the Town will provide review of plans and site inspections to ensure compliance with applicable laws, ordinances and regulations related to storm and surface water, erosion control and flooding.

4.06 *Coordination of Services:* The Town shall identify a representative of its staff to serve as the contact person and coordinator for Stormwater Management Services, including services

provided by the County within the Town, long range planning and water quality initiatives such as the NPDES Phase II requirements compliance, notification of problems, facilitating access within any planned or future Planned Unit Developments within the Town, and advising the County on site-specific conditions within the Town.

ARTICLE 5 – ADMINISTRATION OF STORMWATER UTILITY

5.00 *Stormwater Utility:* The County has established a Stormwater Utility that administers funds and conducts a Stormwater Management program throughout the County.

5.01 *Stormwater Management Plan:* The County and Town shall have the responsibility to develop and maintain a Stormwater Management Plan to be administered by the Beaufort County Stormwater Implementation Committee (SWIC).

5.02 *Relationship of Plan to Agreement:* The Stormwater Management Plan developed and maintained by the Beaufort County Stormwater Implementation Committee (SWIC) shall incorporate the obligations of the County and Town under this Agreement. In the case of any conflict between the provisions of the Stormwater Management Plan and this Agreement, the provisions of this Agreement shall control.

5.03 *Stormwater Utility User Fees:* The Stormwater Utility shall bill and collect parcel based Stormwater Utility User Fees from property owners, tenants, or other appropriate parties, pursuant to its authority and subject to any intergovernmental agreements, including this Agreement, and may also apply for, acquire and use any other funding from any public or private source in support of the Stormwater Management Plan as allowed by law.

5.04 *County Responsibilities:* The County, through the Stormwater Utility, shall have the following responsibilities:

(a) *Collection and Distribution of Fees:* Stormwater Utility User Fees within the Town limits shall be charged and collected by the County in accordance with the provisions of Article 4.0 of this Agreement; the Stormwater Utility User Fees shall be collected in accordance with S. C. Code Ann. 48-14-120(C) (Supp. 2010), and S. C. Regs. 72-310(G) (Supp. 2010), or any other applicable law or regulation, and shall not include provisions for relief from the payment of the Stormwater Utility User Fees; the County shall distribute the Town's Stormwater Utility User Fees less the County administrative costs as defined in Article 4.01, in the same manner as ad valorem taxes are distributed for each year this Agreement is in effect;

(b) *Provision of Services:* Provision of the services required under this Agreement.

(c) *Budgeting and Expenditure:* Setting the budget for the Stormwater Utility, and spending the revenues in accordance with any applicable ordinances or agreements, including this Agreement;

(d) *Administrative Activities:* Managing all administrative activities of the Stormwater Utility, including but not limited to, fee assessment, collection and distribution, maintenance of accounting records, maintenance of stormwater data, implementation of the master plan, acquisition of easements, coordination with other agencies, reporting to the Stormwater Utility Board;

(e) *Accounting:* Maintaining an accounting of revenues and expenditures on a jurisdictional or geographic basis, as may be set or described under any applicable ordinance or agreement, including this Agreement, the County shall provide the Town with an itemized annual accounting of all Stormwater Utility User Fees within the Town limits in the form of a budget report, including but not limited to: how parcel fees were determined, calculated, and assessed; total fees collected; total Administrative costs retained by the County; total fees in arrears, on which parcels and the status of the collection attempt(s) on such parcels; fee credits applied for; fee credits paid; and fees that required adjustment since the last billing. This budget report shall be parcel based and provided to the Town annually prior to February 1st throughout the term of this agreement as an electronic document compatible with the most current version of Microsoft Office. The County shall also maintain an annual accounting of all administrative costs associated with operating the Utility. Either the Town or County, at the sole expense of the requesting jurisdiction, may request a professional audit of any of the budget reports;

(f) *Operation and Maintenance:* At the direction and approval of the Town, provide for the operation and maintenance of Stormwater Infrastructure within the Town; and,

5.05 *Delivery of Services:* The County shall coordinate the delivery of services hereunder through the Town Manager or his designee, via a Job Order Process as agreed to by the Town and County. All delivery of County services upon parcels within the Town limits shall be

approved in writing by the Town before any work is performed or any funds may be returned to the County, and all delivery of stormwater infrastructure services within County Rights of Ways shall be coordinated with the Town.

5.06 *Coordination with Other Jurisdictions:* From time to time a need for coordination between all incorporated jurisdictions within the County and the County may occur, and it shall be the responsibility of the County to facilitate such coordination. The County will work with designated representatives from all jurisdictions within the County to ensure effective communication regarding issues impacting the Stormwater Infrastructure and the Stormwater Management Plan.

5.07 *Qualifications and Extents of Service:* Stormwater infrastructure in public road Rights of Ways, whether State, County or Municipal, shall be maintained by the road owner, as these areas are exempt from Stormwater Utility User Fees per Section 99-109 (b) of the County Ordinance. The Town shall retain the right to determine the qualifications for, extent of, and level of service required to maintain the Stormwater Infrastructure within the limits of the Town, with the exception of County and State road Rights of Way, which shall be designed and maintained in accordance with their current standards.

5.08 *Fee Credits:* The Town shall have the authority to review and comment on all County stormwater fee credit applications requested upon parcels within the Town limits prior to such adjustments being made.

5.09 *Easements:* The Town and County will allow mutual blanket encroachments upon each other's existing easements, but only to enable the Town and/or County to perform stormwater utility related work within the limits of the Town.

ARTICLE 6: STORMWATER ORDINANCES AND DEVELOPMENT STANDARDS

6.00 *Applicable Standards:* The current hydrologic and hydraulic engineering and design standards of the County and Town shall prevail in the design, construction, operation and maintenance of any portion of the Stormwater Infrastructure within the County and Town, respectively, unless superseded by the hydrologic and hydraulic engineering and design standards of the State, as may be required for specific work performed in State rights of way. In all cases, the County or Town standards shall prevail within the applicable jurisdiction unless determined to be less stringent than State standards.

6.01 *State or Federal Laws or Regulations:* The Town and the County shall at all times comply with any applicable State or Federal Laws or regulations relating to Stormwater Management, Stormwater Infrastructure, erosion control or pollution.

6.02 *Regulatory Obligations of the County and Town:*

The County and Town shall adopt and enforce ordinances and development standards as necessary to comply with State and Federal standards regarding stormwater management, erosion and sedimentation, pollution control, and flooding. Minimum water quality controls in jurisdictions shall be protective enough to reach and maintain state designated water uses.

6.03 *Plan Review and Site Inspection:* The Town and County shall be responsible for the review and approval of all development plans within their respective jurisdictions, to ensure that all applicable regulations pertaining to construction site erosion, sedimentation, and pollution control as well to post-construction stormwater quantity and quality control are met.

The County and Town shall be responsible for providing inspections during construction of all County and Town owned stormwater systems, respectively. The County and Town will continue its practice of inspection and review of privately owned stormwater systems during construction and upon completion to ensure that construction conforms with the approved development stormwater plan.

ARTICLE 7 – NPDES MS4 PHASE II PERMIT COMPLIANCE

7.00 *NPDES Compliance*: In 2015, Beaufort County, the Town of Bluffton, and the Town of Bluffton were designated by the State of South Carolina for compliance with the NPDES Program. the County and Town shall be responsible for the development of the NPDES MS4 Phase II permit application, the development of Best Management Practices required by the permit, and the implementation of the program of Best Management Practices set forth in the permit. Should the Town of Port Royal or the City of Beaufort be designated by the State of South Carolina for compliance with the NPDES program, the provisions of this section shall also apply to the Town.

7.01 *Roles and Responsibilities:* The Town and County shall hold separate NPDES MS4 Phase II permits and shall each be responsible for maintaining compliance with their respective permit requirements. The Town may request to "co-permit" or share MS4 Phase II permitting with the County or another Town or City, as allowed by Article 9 of this Agreement, as allowed by State law, and as encouraged in the State of South Carolina General Permit for MS4 Phase II communities.

7.02 *Coordination of Activities:* It is expected that some aspects of NPDES MS4 Phase II

requirements will lend themselves to coordination and cooperation between the Town and the County. In such instances, coordination between the Town and the County shall be on the basis of a specific Minimum Control Measure (MCM) and shall be established by a separate written agreement that specifies the objectives, product deliverables, schedules, funding distribution, and the roles and responsibilities of each party in addressing these measures.

7.03 *Annual Reporting:* The Town and County will each be responsible for preparing an annual report documenting the activities undertaken in support of NPDES MS4 Phase II permit requirements during the previous year and submitting the report to the South Carolina Department of Health and Environmental Control.

7.04 *Permit Related Costs:* All costs related to the NPDES MS4 Phase II permit shall be borne by the permit holder. In instances where the Town and County coordinate to meet permit requirements, costs may be shared on a basis that is detailed in a separate written agreement.

ARTICLE 8 – DATA ACQUISITION AND MANAGEMENT

8.00 *Roles and Responsibilities:* The Town and County shall each be responsible for acquiring and maintaining data sets that are relevant to Stormwater Management in their respective jurisdictions.

8.01 *Cost Sharing:* Cost sharing agreements for data acquisition may be made between the Town and County on a project-specific basis. The terms and details of any cost sharing agreement shall be detailed in a separate written agreement between the Town and County.

8.02 *Data Sharing*: The Town and County shall share acquired data at the request of the other. In such instances the Town and County will agree to abide by each entity's current data

distribution policy.

8.03 *Data Types:* Types of data that the Town and County will acquire, maintain, and may share include but are not limited to, GIS data, aerial photography, LIDAR data, water quality monitoring data, stream gage data, financial and accounting data.

ARTICLE 9 – OTHER AGREEMENTS

9.00 *Scope and cost sharing:* From time to time various projects may be shared in scope and/or cost between the County and the Town, or the County and multiple Municipalities within the County via Memos of Agreement, Memos of Understanding, Contracts, and/or Joint Resolutions.

9.01 *Agreement Recommendations:* The Beaufort County Stormwater Implementation Committee (SWIC) shall be the vehicle whereby agreements of project scope and cost sharing between the County and multiple Municipalities within the County are reviewed and recommended to the Municipalities and County. It is understood that the Beaufort County Stormwater Implementation Committee shall have no authority to financially commit the Town or County to any project of any type and only will provide technical recommendations for such projects. For agreements solely between the Town and the County, the Beaufort County Stormwater Implementation Committee (SWIC) review is not required.

9.02 *Agreement approvals:* Other agreements between the County and the Town must be approved by the Town Council and the County Council or their designees.

9.03 Funds Distribution: These Agreements will define how funds are distributed, either by invoice or as part of the Per Account Administrative fee collected by the County.

ARTICLE 10 - MISCELLANEOUS

10.00 *Provisions Applicable to This Agreement:* The following general provisions are applicable to this Agreement:

10.01 *Binding Effect:* This Agreement shall inure to the benefit of and shall be binding upon the Town and County and their respective successors and assigns, if any are permitted hereunder.

10.02 *Amendment, Changes and Modifications:* Except as otherwise provided herein, this Agreement may not be effectively amended, changed, modified or altered without the written consent of the Town and the County.

10.03 *Severability:* In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.04 *Execution in Counterparts:* This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.05 *Applicable Law:* This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

10.06 *Captions:* The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10.07 *Plural/Singular:* Where appropriate, the use of the singular herein shall include and be deemed to be the plural, and the use of the plural herein shall be deemed to include the singular.

10.08 *No Third Party Beneficiaries:* The Town and the County hereto affirmatively represent that this Agreement is made solely for the benefit of the parties hereto and their respective successors and assigns and not for the benefit of any third party who is not a signature party hereto. No party other than the signature parties and their respective successors and assigns hereto shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

10.09 *Notices:* All notices, applications, requests, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered in person, via electronic mail, or mailed by regular first class mail, postage prepaid (in such case, delivery shall be deemed complete upon mailing), addressed as follows, or to such other place as may be designated in writing by the parties.

To the Town: THE TOWN OF BLUFFTON
Marc Orlando, Manager
20 Bridge St., PO Box 386
Bluffton, SC 29910

To the County: BEAUFORT COUNTY, SOUTH CAROLINA
Gary Kubic, Manager
Post Office Box 1128
Beaufort, SC, 29902

10.10 *No Waiver:* No failure of either party hereto to exercise any power or right given to such party hereunder, or to insist on strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of any party's right to thereafter demand strict compliance with the terms of this Agreement.

10.11 *Further Assurances and Corrective Documents:* The Town and the County agree to do, execute, acknowledge, deliver or cause to be done all such further acts as may be reasonably determined to be necessary to carry out this Agreement and give effect to the provisions hereof. The Town and the County agree that each shall, upon request, execute and deliver such other or corrective documents as may be reasonably determined to be necessary to carry out this Agreement and each of the provisions hereof.

In Witness Whereof, The Town of Bluffton, South Carolina, and Beaufort County, South Carolina, by and through their duly authorized officers, have set their hands and seals on this 1st day of July, 2016.

WITNESSES:

THE TOWN OF BLUFFTON,
SOUTH CAROLINA

By: _____

Lisa Sulka, Mayor

Attest: _____

Marc Orlando, Town Manager

WITNESSES:

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____

Paul Sommerville, Chairman

Attest: _____

Gary Kubic, County Administrator

ATTACHMENT 2
EXHIBIT A

Attachment 3
Recommended Motion

RECOMMENDED MOTION LANGUAGE

1. "I move to approve the Resolution authorizing the Renewal of a Memorandum of Agreement between Beaufort County and the Town of Bluffton sharing responsibilities for Minimum Control Measures required in the National Pollution Discharge Elimination System Permit for South Carolina Permit."

TOWN COUNCIL

STAFF REPORT
Engineering Department

MEETING DATE:	April 14, 2020
PROJECT:	Consideration of Proposed Contractual Agreement Relating to the Calhoun Street Dock
PROJECT MANAGER:	Bryan McIlwee, Director of Engineering

RECOMMENDATION:

Staff recommends that Town Council authorize the Town Manager to execute Contract Amendment #2 with Nix Construction Company Inc. for the construction of a Regional Dock to replace the existing public dock at the end of Calhoun Street (Attachment 1). The proposed Design-Build Contract includes the following:

1.	Design Fees Including Dock and Bulkhead	(stipulated sum)	$ 31,522.60
2.	Pre-Construction Service Fee:	(stipulated sum)	$ 2,100.00
3.	General Conditions Fee:	(stipulated sum)	$ 47,123.00
		Initial Contract Total	$ 80,745.60
4.	Amendment for Construction:		$658,395.40
		Final Contract Total	$739,141.00

BACKGROUND/DISCUSSION:

In 2017, Town Staff issued a Request for Qualifications for a Design-Build Contractor to replace the exiting County dock at the end of Calhoun Street. Following the Town of Bluffton's Procurement Guidelines, Nix Construction was selected as the most qualified and best value firm to facilitate the design and construction of the replacement dock. A Design-Build Contract with Nix Construction was approved by Town Council on December 12, 2017 to include Amendment #1 for a stipulated sum of $80,745.60 (Items 1, 2, and 3 listed above) to allow Nix Construction to begin design, permitting and preconstruction services (Attachment 2). An estimated target construction cost was established at that time to be $651,018.91, including a 15% contingency.

Permits for the Calhoun Street Dock were obtained in the summer of 2018 for a Public Community Dock; with conditions in the approved permits limiting commercial uses. On July 9, 2018, Town Council approved Amendment #2 to allow the Town Manger to execute the construction contract with Nix Construction to implement the Public Community Dock; however, Amendment #2 was never executed as

Town Council instructed Town Staff to obtain public input on whether limited commercial uses should be allowed to remain at the Calhoun Street Dock. After an extensive public comment period, Staff was instructed to re-apply for an amendment to the community dock permits to allow limited commercial uses to remain at the Calhoun Street Dock. Those permits were issued in late March 2020.

Nix Construction has recently updated the revised construction amount for Amendment #2 to be $658,395.40. Increased costs identified in this amount to accommodate the new commercial dock design include:

1. A heavier construction grade of the floating dock structural members required to accommodate commercial vessels.
2. Longer pile lengths as determined by the structural engineers for the dock.
3. Seismic monitoring and inspections required to monitor vibration levels at the Church of the Cross to accommodate concerns about potential damage to the church.
4. Increase length of the boardwalk and landings to the pierhead to accomodate handicap access requirements.
5. Inflationary cost increases of materials since July 2018.
6. Additional design and permitting services required to obtain approval of permits for commercial uses.

Staff believes that the above reasons for a cost increase are reasonable and justifies the revised construction amount of $658,395.40. The total amount of the Design-Build Contract is now $739,141.00 and is within the projected budget limits provided in the Data Sheet (Attachment 3).

NEXT STEPS:

Upon Town Council Approval and Town Manager execution of Amendment #2, Staff will issue a Notice to Proceed for the contractor to begin ordering materials. The Construction Contract term was established in the Design-Build Contract to be 100 calendar days (Attachment 4). Construction is anticipated to begin on or before May 1, 2020 and to be complete by late July or early August.

ATTACHMENTS:

1. Nix Construction Contract Amendment #2
2. Nix Construction Contract and Amendment #1
3. Project Data Sheet
4. Nix Construction Contract
5. Recommended Motion

STATE OF SOUTH CAROLINA	**)**	**AMENDMENT # 2 TO TOWN**
	)	**AGREEMENT 2018-13**
BEAUFORT COUNTY	**)**	

WHEREAS, an Agreement 2018-13 was made and entered into the 31st day of January 2018 between the Town of Bluffton (hereinafter the "Town") and Nix Construction Company, Inc. (Hereinafter "Contractor"); and

WHEREAS, The Town and Contractor have agreed that the Construction of a Commercial Dock consisting of the following elements:

a. Fixed Pier Walkway 10 ft. x 130 ft. long with 5/4 x 6 IPE decking.
b. One 20 ft. x 20 ft. pier head with a 26 ft. x 26 ft. roof with copper cladding.
c. One 5ft x 36 ft. Aluminum Gangway.
d. One Heavy Duty Float (12 ft. x 120 ft.) with Timber Piles
e. IPE Post and Stainless Steel Cable Rail System.
f. Dry Hydrant with Yellow Mime Pipe.
g. Electrical – stainless steel panel box, 21 lights, 2 power pedestals and 4 GFI circuits.
h. Plumbing – 1-inch water line with 6 hose Bibbs.
i. Swim Ladders – 2 each; and.

WHEREAS, the Town and Contractor agree to limit all construction costs to the fee of $658,395.40.

NOW THEREFORE, the "Town" and "Contractor" hereby mutually agree that the Contractor will begin above services immediately upon execution of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused the within Addendum to be executed this 18th day of April 2020.

NIX CONSTRUCTION COMPANY, INC.	**TOWN OF BLUFFTON**
Date: _____	Date: _____
By: _____	By: _____
Position: _____	Position: _____
WITNESS:	WITNESS:
_____	_____
_____	_____

STATE OF SOUTH CAROLINA)
)
BEAUFORT COUNTY)

AMENDMENT #1 TO TOWN AGREEMENT 2018-13

WHEREAS, an Agreement 2018-13 was made and entered into the ___ day of December 2017 between the Town of Bluffton (hereinafter the "Town") and Nix Construction Company, Inc. (hereinafter "Contractor"); and

WHEREAS, The Town and Contractor have agreed that the Design and Engineering of a Dock and Bulkhead will be limited to a fee of $31,522.60; and the Town and Contractor agreed to limit Pre-Construction Services to a fee of $2,100.00; and the Town and Contractor agree to limit all General Conditions, Bonds and Permitting to a fee of $47,123.00.

NOW THEREFORE, the "Town" and "Contractor" hereby mutually agree that the Contractor will begin above services immediately upon execution of this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused the within Addendum to be executed this _____ day of _____, 2017.

NIX CONSTRUCTION COMPANY, INC.

Date: _____

By: _____

Position: _____

WITNESS:

_____

_____

TOWN OF BLUFFTON

Date: _____

By: _____

Position: _____

WITNESS:

_____

_____

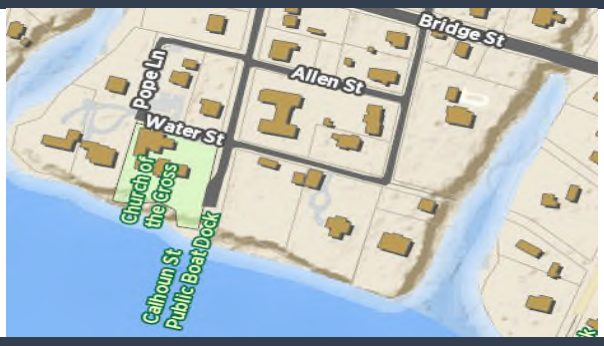
Capital Improvements Program Fund Project Data Sheet

Project Name	Calhoun Street Regional Dock	**Project #**	00062
Project Manager	Pat Rooney	**Start to End**	FY 2018 - FY 2020

Project Scope

Project includes removal of the existing public dock and replacement with a larger and more accessible regional dock. The dock will include a bulkhead, 10'x130' boardwalk, 20'x 20' covered pier head and larger floating dock (12'x120') capable of accommodating additional boats.

Project Photo or Map



Project Budget

	Prior Years' Expended	FY2019 Amended Budget	FY2019 Estimate	FY2020 Proposed Budget	FY2021 Forecast	FY2022 Forecast	FY2023 Forecast	FY2024 Forecast	Total Project Forecast
Planning	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Design	-	-	169	1,098	-	-	-	-	1,267
Construction	33,707	716,285	49,995	704,895	-	-	-	-	788,597
Other	7	-	2,129	-	-	-	-	-	2,136
Total	$ 33,714	$ 716,285	$ 52,293	$ 705,993	$ -	$ -	$ -	$ -	$ 792,000

Funding Sources

	Prior Years' Expended	FY2019 Amended Budget	FY2019 Estimate	FY2020 Proposed Budget	FY2021 Forecast	FY2022 Forecast	FY2023 Forecast	FY2024 Forecast	Total Project Forecast
Hospitality Tax	$ -	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grants	-	466,286	-	250,000	-	-	-	-	250,000
Proviso	33,714	-	52,293	413,993					500,000
Boat Ramp Fees	-	-	-	42,000	-	-	-	-	42,000
Total	$ 33,714	$ 716,286	$ 52,293	$ 705,993	$ -	$ -	$ -	$ -	$ 792,000

Strategic Focus Area & Guiding Principle

Economic Growth
Guiding Principles #6 Support place-based economic development strategies that invest in pubic amenities to enhance our quality of life and thereby drive economic growth.
Community Quality of Life
Guiding Principle #3 Enhance public safety improvements and innovative programs that ensure a safe community.
Guiding Principle #4 Support initiatives and evaluate community policies, programs, gathering places, and events that promote healthy and quality lifestyles for our diverse citizenry.
Infrastructure
Guiding Principle #3 Establish long-term planning, prioritization and investment strategies for future infrastructure and facilities that improve the quality of life for citizens.

Project Status

This project is in design and permitting phase with construction expected to begin in the summer of 2019 and completed in the winter of 2019. The Town received $500,000 Proviso from Parks, Recreation and Tourism and is anticipating $250,000 from the SC Water Recreational Resources Fund.

Project Origination

FY 2019-2020 Strategic Plan

Project Performance Measures

Improving the Calhoun Street dock supports an alternative regional transportation connection among Beaufort-Port Royal-Bluffton-Hilton Head Island to Savannah, supports economic development for Ecotourism, and contributes to the quality of life for Beaufort County residents. The improvements will also allow Palmetto Bluff to provide ferry service between the Palmetto Bluff docks and the Historic District.

General Fund Operations & Maintenance (O&M) Costs

	Description	FY2020 Forecast	FY2021 Forecast	FY2022 Forecast	FY2023 Forecast	FY2024 Forecast	Total Forecast
Maintenance		$ 1,500	$ 1,500	$ 2,500	$ 2,500	$ 2,500	$ 10,500
Operations		-	-	-	-	-	-
	Total	$ 1,500	$ 1,500	$ 2,500	$ 2,500	$ 2,500	$ 10,500

Method for Estimating Costs: Estimates for the dock are based on pricing received for the OFP Dock from the selected Design/Build Contractor (Nix Construction).

TOWN OF BLUFFTON FY20-21 OPINION OF PROBABLE COST
Project: CALHOUN STREET REGIONAL DOCK
Project Number: 00062
Date: 4/5/19
Project Manager: Pat Rooney/ Gerry Diaz

1) DESIGN					
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
a	PERMITTING FEES	1	LS	$ 4,783.00	$ 1,098.00
				SUBTOTAL DESIGN	**$ 1,098.00**

2) GENERAL CONDITIONS					
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
a	MOBILIZATION & DEMOBILIZATION	1	LS	$ 35,665.00	$ 35,665.00
Grants	PERFROMANCE AND PAYMENT BONDS	1	LS	$ 9,678.00	$ 9,678.00
c	VIBRATION MONITORING	1	LS	$ 19,000.00	$ 19,000.00
				SUBTOTAL GENERAL CONDITIONS	**$ 64,343.00**

3) CONSTRUCTION					
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
a	DEMOLITION & DISPOSAL OF EXISTING DOCK & ASPHALT	1	LS	$ 30,825.00	$ 30,825.00
b	TIMBER PILES OFR FLOATING DOCK	1	LS	$ 55,648.00	$ 55,648.00
c	10'X130' WALKWAY WITH IPE DECKING	1	LS	$ 104,035.00	$ 104,035.00
d	20'X20' PIERHEAD WITH COVERED COPPER ROOF	1	LS	$ 84,342.00	$ 84,342.00
e	IPE POSTS, RAILS & SS RAILS	1	LS	$ 39,996.00	$ 39,996.00
f	5'X36' ALUMINUM RAMP W IPE DECKING	1	LS	$ 13,765.00	$ 13,765.00
g	12'X120' FLOATING DOCK PER pb DESIGN	1	LS	$ 95,080.00	$ 95,080.00
h	DRY HYDRANT YELLOWMINE PIPE	1	LS	$ 22,639.00	$ 22,639.00
i	ELECTRIC - SS PNL BOX, 21 LIGHTS, 2 PED, 4 GFI	1	LS	$ 24,325.00	$ 24,325.00
j	PLUMBING - 1" LINE AND 6 HOSE BIBBS	1	LS	$ 3,584.00	$ 3,584.00
k	SWIM LADDERS 2 EA	1	LS	$ 1,263.00	$ 1,263.00
l	TIMBER TIE BACK BULKHEAD - 6'X100'	1	LS	$ 123,050.00	$ 123,050.00
				SUBTOTAL CONSTRUCTION	**$ 598,552.00**
4) ALTERNATES					
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
a	DEBRIS REMOVAL FROM HILL ($480/LOAD)	1	LS	$ -	$ -
b	DESIGN FLOAT AS "HEAVY DUTY" FOR WAKE ZONE	1	LS	$ 17,000.00	$ 17,000.00
c	CONCRETE FLOAT PILES	1	MO	$ 25,000.00	$ 25,000.00
				SUBTOTAL ALTERNATES RELOCATION	**$ 42,000.00**
				TOTAL W/O ALTERNATES	**$ 705,993.00**
				CONTINGENCY APPROX 7%	**$ 48,608.85**
				***TOTAL**	**$ 754,601.85**

		FY19	**FY20**	
A	PLANNING		-	
B	DESIGN	2,297.85	1,098.00	
C	CONSTRUCTION	49,995.15	704,895.00	
D	OTHER		-	
	TOTAL	**52,293.00**	**705,993.00**	**758,286.00**

*NOTE: This estimate is based on 10/16/18 prices from Nix Construction Co. This price may increase due to additional delays.

AIA® Document A141™ – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the 31 day of January in the year 2018

BETWEEN the Owner:

JWX 2/5/18.
BDM 2/6/18

Town of Bluffton
20 Bridge Street
Bluffton, SC 29910

and the Design-Builder:

Nix Construction Company, Inc.
P.O. Box 7667
Hilton Head Island, SC 29938

for the following Project:

Calhoun Street Regional Dock
113 Calhoun Street
Bluffton, SC 29910
Project shall consist of the following:

- Engineering design of necessary construction documents;
- SCDHEC-OCRM and USACE permitting;
- Removal and legal disposal of all or part of existing dock;
- Construction of approximately 130 linear feet new fixed pier and 12'x125' floating dock in accordance with approved construction documents;
- Construction of a 20'x20' covered pier head in accordance with approved construction documents;
- Installation of utilities, including water and electrical power service;
- Bluff stabilization and erosion control structures (bulkhead) in accordance with approved construction documents;
- Other items according to approved construction documents and specifications.

The Owner and Design-Builder agree as follows. To enter into this contract for the design, engineering and permitting for the proposed project.

After completion of the above phase the Design-Builder will submit a final not to exceed price of both General Conditions and Construction. If the price is within the targeted price as submitted by the Builder in the proposal submitted then this agreement will be amended to include the final construction price.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

§ 1.1.1 The Owner's program for the Project:

Project shall consist of the engineering design, permitting and construction of approximately 130 linear feet of pier, a 20'x20' fixed covered pier head, 12'x125' floating dock and bulkhead. Construction includes water and electrical power services. The dock will be similar in design and details as the Public Dock at Palmetto Bluff

§ 1.1.2 The Owner's design requirements for the Project and related documentation:

See 1.1.1 above

§ 1.1.3 The Project's physical characteristics:

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See 1.1.1 above

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

Not Applicable

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

Not Applicable

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

Design, Engineering and Permitting Services for Dock and Bulkhead	$31,522.60
Pre-Construction Services Fee	$2,100.00
General Conditions (including Bonds and Permitting)	$47,123.00
Total	$80,745.60

§ 1.1.7 The Owner's design and construction milestone dates:

.1 Design phase milestone dates:

Design and development drawings within Forty-Five (45) days after Notice to Proceed.

.2 Submission of Design-Builder Proposal:

Unknown at time of execution

.3 Phased completion dates:

ACOE and OCRM permit documents within twenty (20) calendar days after Notice to Proceed.
ACOE and OCRM permit phase, ninety (90) calendar day allowance, possibly longer.
Construction plans and specifications completion after OCRM comments, twenty-one (21) calendar days.
Construction Phase, one hundred (100) calendar days.

.4 Substantial Completion date:

Targeted substantial completion date is September 3, 2018.

.5 Other milestone dates:

Not Applicable

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:

.1 Architect

Not Applicable

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.2 Consultants

SSA Engineering, LLC
7 Poplar Drive – Suite B
P.O. Box 67
Rosman, NC 28772

.3 Contractors

Steadfast Marine Inc.
P.O. Box 6898
Beaufort, SC 29903

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:

Not Applicable

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 1.1.12 If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. Unless otherwise agreed, the parties will use AIA Document E203™–2013 to establish the protocols for the development, use, transmission, and exchange of digital data and building information modeling.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:

Marc Orlando, Town Manager
Town of Bluffton
20 Bridge Street
Bluffton, SC 29910

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

Town of Bluffton Engineering Department
20 Bridge Street
Bluffton, SC 29910

§ 1.2.3 The Owner will retain the following consultants and separate contractors:

Not Applicable

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:

Joe Nix, President
Nix Construction Company Inc.
P.O. Box 7667
Hilton Head Island, SC 29938
Federal Tax No. 57-1016345

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§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

[ ] Arbitration pursuant to Section 14.4

[X] Litigation in a court of competent jurisdiction

[ ] Other:

§ 1.4 Definitions
§ 1.4.1 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 The Work. The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

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§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

Not Applicable

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if any, are set forth below.

Individual or Position	Rate
Joe Nix – Nix Construction	$85.00 per hour
William J. Huffman, P.E.	$145.00 per hour

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Fees paid for securing approval of authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, standard form documents;
- **.5** Postage, handling and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- **.8** All taxes levied on professional services and on reimbursable expenses; and
- **.9** Other Project-related expenditures, if authorized in advance by the Owner.

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§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Zero percent (0 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment
§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid Zero (0) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

Zero% (0%)

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment
For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General
§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 General Consultation. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

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§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- **.1** Work completed for the period;
- **.2** Project schedule status;
- **.3** Submittal schedule and status report, including a summary of outstanding Submittals;
- **.4** Responses to requests for information to be provided by the Owner;
- **.5** Approved Change Orders and Change Directives;
- **.6** Pending Change Order and Change Directive status reports;
- **.7** Tests and inspection reports;
- **.8** Status report of Work rejected by the Owner;
- **.9** Status of Claims previously submitted in accordance with Article 14;
- **.10** Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- **.11** Current Project cash-flow and forecast reports; and
- **.12** Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- **.1** Design-Builder's work force report;
- **.2** Equipment utilization report; and
- **.3** Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 Certifications. Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will

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do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.13 Royalties, Patents and Copyrights
§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification
§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

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§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

.1 allocations of program functions, detailing each function and their square foot areas;

.2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

.3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and

.4 the following:

Not Applicable

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§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- **.1** Confirmation of the allocations of program functions;
- **.2** Site plan;
- **.3** Building plans, sections and elevations;
- **.4** Structural system;
- **.5** Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- **.6** Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- **.1** A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- **.2** The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- **.3** The proposed date the Design-Builder shall achieve Substantial Completion;
- **.4** An enumeration of any qualifications and exclusions, if applicable;
- **.5** A list of the Design-Builder's key personnel, Contractors and suppliers; and
- **.6** The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

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§ 5.2 Construction
§ 5.2.1 Commencement. Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials
§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes
The Design-Builder shall pay sales, consumer, use and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.5 Permits, Fees, Notices and Compliance with Laws
§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder

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shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- **.1** allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2.

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made

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during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site
The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching
The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up
§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work
The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors
§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts
§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility
§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

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§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- **.1** The change in the Work;
- **.2** The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- **.3** The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

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.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:
.1 Additional costs of professional services;
.2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
.3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
.4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
.5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
.6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective

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immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation

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of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner

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may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

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§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Build Documents no later than the time period required by applicable law, but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor,

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and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon

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notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond

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satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Design-Build Documents; or
- **.3** terms of special warranties required by the Design-Build Documents.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable,

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and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies
In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work
The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work
§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

§ 11.2.2 After Substantial Completion
§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for

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correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work
If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

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ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- **.3** Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- **.4** The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- **.1** fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- **.2** repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- **.3** fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- **.4** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.5** is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- **.1** Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- **.2** Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,

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.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 Time Limits on Claims. The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 Prior To Final Payment. Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 Claims Arising After Final Payment. After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1 shall not apply.

§ 14.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 Claims for Additional Cost. If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

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.2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

§ 14.2 Initial Decision

§ 14.2.1 An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.

§ 14.2.2 Procedure

§ 14.2.2.1 Claims Initiated by the Owner. If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 Claims Initiated by the Design-Builder. If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.

§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.

§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.

§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

§ 14.4 Arbitration

§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

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ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner's expense.

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User Notes: (959854190)

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- **.1** AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder
- **.2** AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed
- **.3** AIA Document A141™–2014, Exhibit B, Insurance and Bonds
- **.4** AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed
- **.5** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:

  Not Applicable

- **.6** Other:

  Exhibit A – Proposed Pricing Schedule
  Exhibit B – Projected Schedule of Values
  Exhibit C – Construction Schedule

  NOT APPLICABLE
  JNK 2/5/18 / BM 2/6/18

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User Notes: (959854190)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
Marc Orlando, ICMA-CM Town Manager	Joseph E. Nay Jr. Pres.
(Printed name and title)	*(Printed name and title)*

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Attachment 5
Recommended Motion

RECOMMENDED MOTION LANGUAGE

I move to authorize the Town Manager to execute Amendment #2 to the Design-Build Agreement with Nix Construction to remove and replace the Calhoun Street Dock. The Amendment #2 amount for construction is $658,395.40 and the total contract amount is $739,141.00.

TOWN COUNCIL

STAFF REPORT
Engineering Department

MEETING DATE:	April 14, 2020
PROJECT:	Consideration of a Resolution to Authorize the Installation of "No Parking" Signs on a Portion of Calhoun Street at its terminus, Restricted Parking for Limited Times at Calhoun Street Adjacent to the Church of the Cross and "3 Hour Parking" on a Portion of Calhoun Street Adjacent to the Wright Family Park
PROJECT MANAGER:	Bryan McIlwee, Director of Engineering

RECOMMENDATION:

Request Town Council approval of the attached Resolution as part of the Consent Agenda.

BACKGROUND/DISCUSSION:

New delineated parking spaces and a turn-around were recently installed at the South end of Calhoun Street and adjacent to the Wright Family Park. These improvements were constructed on Town-owned property and implemented to accommodate short term parking for park and dock users, as well as provide a designated passenger vehicle turn-around at the southern terminus of Calhoun Street. In addition, this parking area has historically accommodated visitors to the Church of the Cross and the congregation during services on Saturday evening and Sunday morning.

To accommodate the above parking demand, and to discourage long term or overnight parking, staff recommends the following traffic control measures:

1. Add "3-hour" parking signs for all Calhoun Street parking south of Water Street.
2. Add "No parking" signs and pavement striping at the turn-around to prevent parking within the turn-around area and maintain unobstructed access.
3. Add an additional "Reserved" parking sign for parking spaces located on the west of Calhoun Street to accommodate church services on Saturday evening and Sunday morning. The proposed church reserved times would be limited to 5:00 PM – 7:00 PM on Saturdays and 7:00 AM – 1:00 PM on Sundays. See Exhibit A for proposed sign locations.

NEXT STEPS:

Upon Town Council review and approval of this request, Staff will contract with a sign fabricator to install signs according to the attached Exhibit A. No SCDOT encroachment permits or easements will be required to implement these signage improvements

ATTACHMENTS:

1. Resolution Amending the Restricted Parking Zone within the Old Town Historic District to include; “3-hour Parking” on Calhoun Street, south of Waters Street, “No Parking” at the Turn-around area at the Southern Terminus of Calhoun Street, “Golf Cart Parking” at designated Golf Cart Area located on the East Side of Calhoun Street, and “Reserved Parking from 5:00 PM – 7:00 PM Saturdays and 7:00 AM – 1:00 PM” on the west side of Calhoun Street.

    a. Exhibit A – Parking Signage Plan for Wright Family Park

2. Recommended Motion

Attachment 1
Resolution

RESOLUTION

AMENDMENT OF THE RESTRICTED PARKING ZONES WITHIN THE OLD TOWN HISTORIC DISTRICT TO DESIGNATE ADDITIONAL “3 HOUR PARKING” AREAS ON BOTH SIDES OF CALHOUN STREET SOUTH OF WATER STREET, “PARKING RESERVED FOR CHURCH SERVICES” FROM 5:00 PM TO 7:00 PM ON SATURDAYS AND 7:00 AM TO 1:00 PM ON SUNDAYS FOR THE PARKING SPACES ON THE WEST SIDE OF CALHOUN STREET ADJACNT TO THE CHRUCH OF THE CROSS, AND “NO PARKING ANY TIME” AT THE TURN AROUND ZONE LOCATED AT THE SOUTHERN TERMINUMS OF CALHOUN STREET.

WHEREAS, the Town of Bluffton Town Council (the "Town Council") adopted the Old Town Master Plan on July 12, 2006 through Ordinance 2006-17 which established specific goals including providing adequate parking opportunities within the Old Town Historic District; and

WHEREAS, in January 2014, the Town of Bluffton entered into a contract with Thomas & Hutton Engineering to develop a Calhoun Street and Adjacent Area Study to establish a public infrastructure master plan and policy guidelines; and

WHEREAS, on January 22, 2015, Marc Orlando, Town Manager sent letters to business owners within the Calhoun Street Promenade development in the Old Town Historic District informing them of the shared parking agreement between Calhoun Street Promenade and the First Baptist Church and encouraging business owners to work with their employees to take advantage of the shared parking provided for in the agreement with the intent of allowing for greater turnover of parking spaces in the Calhoun Street Promenade development area; and

WHEREAS, on January 22, 2015, Marc Orlando, Town Manager also sent letters to business owners within the Old Town Historic District requesting that they and their employees consider parking in the less utilized parking areas on Bluffton Road, May River Road, Goethe Road and Oyster Factory Park to help ensure that prime parking spaces are available for business patrons and residents; and

WHEREAS, the Town Council adopted an amendment to the Unified Development Ordinance requiring an increase of off-street parking spaces for commercial uses on March 10, 2015 through Ordinance 2015-05; and

WHEREAS, the Town Council held a Workshop on October 20, 2015 and provided direction on certain immediate action items focused on improving parking conditions including the implementation of time restricted parking in certain areas within the Old Town Historic District; and

WHEREAS, per Section 26-78 of the Town Municipal Code, the Town Council has the authority to establish no parking zones, restricted parking zones, parallel zones, loading zones, handicapped parking zones, parking meter zones and other reasonable parking regulations; and

WHEREAS, on November 10, 2015, the Town Council approved a Resolution authorizing, among other things, the establishment of a restricted parking zone for Calhoun Street beginning at the intersection with May River Road and continuing south to the intersection at Bridge Street and for the head-in parking areas located at Dubois Park on Lawton Street and Lawrence Street which limits parking to two (2) hours between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday; and

WHEREAS, on December 8, 2015, the Town Council approved an Amendment of the restricted parking zone for Calhoun Street beginning at the intersection with May River Road and continuing south to the intersection at Bridge Street and for the head-in parking areas located at Dubois Park on Lawton Street and Lawrence Street from a two-hour to a three (3) hour parking limit between the hours of 9:00 a.m. to 5:00 p.m. Monday through Friday; and

WHEREAS, on December 13, 2016 the Town Council approved an Amendment of the restricted parking zone to include "No Parking" signs along Boundary Street from the intersection of May River Road/Bruin Street to Bridge Street other than the designated on-street parking adjacent to Dubois Park; and

WHEREAS, on September 11, 2018 the Town Council approved an Amendment of the restricted parking zone to include "No Parking" signs along a portion of Water Street beginning at Calhoun Street to Boundary Street; and

WHEREAS, on March 12, 2019 the Town Council approved an Amendment of the restricted parking zone to include a portion of May River Road from the intersection of May River Road, Calhoun Street and Promenade Street eastward and westward to the Intersection of May River Road, Bluffton Road and Boundary Street; and

WHEREAS, on August 13, 2019, Town Council approved an Amendment to the restricted parking zone in portions of the Bluffton Old Town Historic District to include "No Parking" signs along a portion of Bridge Street, from Thomas Heyward Street to Calhoun Street; and

WHEREAS, on October 8, 2019, Town Council approved an Amendment to the restricted parking zone in portions of the Bluffton Old Town Historic District to include "No Parking" along a portion of Boundary Street adjacent to the Martin Family Park, "3-Hour" parking at Martin Family and Wright Family Park, and "Reserved/Church" parking on the west side of Calhoun Street south of Water Street; and

WHEREAS on February 11, 2020, Town Council approved an Amendment to the restricted parking zone in portions of the Bluffton Old Town Historic District to establish a "No Parking" zone along both sides of Lawrence Street extending from Huger Cove to DuBois Lane, and to establish a "No Parking" zone from 8:00 am to 9:00 am and 2:00 pm to 3:00 pm for a portion of the west side of Calhoun Street immediately adjacent to the Haag Elementary Building at May River Montessori School.

WHEREAS, the Town Council desires to Amend the restricted parking zone in portions of the Bluffton Old Town Historic District to establish a to designate additional "3 Hour Parking" areas on both sides of Calhoun Street south of Water Street, "Parking Reserved for Church Services" from 5:00 pm to 7:00 pm

on Saturdays and 7:00 am to 1:00 pm on Sundays for the parking spaces located on the west side of Calhoun Street adjacent to the Church of the Cross, and "No Parking Any Time" at the Turn Around Zone located at the southern terminus of Calhoun Street.

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

Section 1. Amendment of the restricted parking zone to include "3 Hour Parking" on both sides of Calhoun Street south of Water Street.

Section 2. Amendment of the restricted parking zone to include "Parking Reserved for Church Services" from 5:00 pm to 7:00 pm Saturdays and 7:00 am to 1:00 pm on Sundays for parking spaces located on the west side of Calhoun Street immediately adjacent to THE Church of the Cross.

Section 3. Amendment of the restricted parking zone to include "No Parking Any Time" at the turn around zone located at the southern terminus of Calhoun Street. **Exhibit A – Parking Signage Plan – Wright Family Park.**

THIS RESOLUTION SHALL BE EFFECTIVE IMMEIATELY UPON ADOPTION.
SIGNED, SEALED AND DELIVERED AS OF THIS FOURTEENTH DAY OF APRIL, 2020.

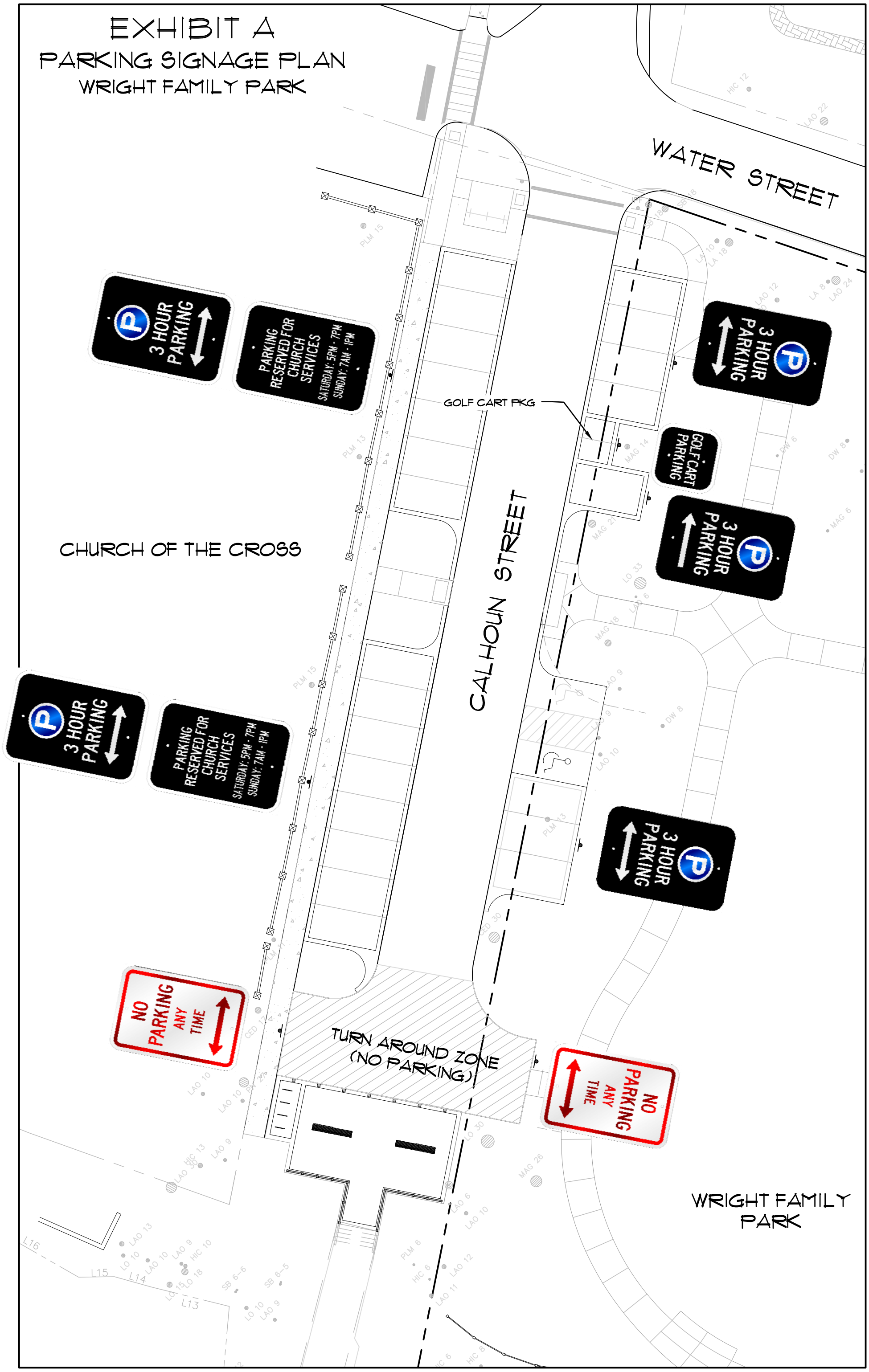
_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

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

“EXHIBIT A”

EXHIBIT A
PARKING SIGNAGE PLAN
WRIGHT FAMILY PARK



Attachment 2
Recommended Motion

RECOMMENDED MOTION LANGUAGE

"I move to approve the Resolution to Authorize the Installation of Restricted Parking Signs on Calhoun Street, South of Water Street and adjacent to Wright Family Park. Parking Restrictions shall Include:

1. 3-hour Parking for all Parking Spaces South of Water Street
2. No Parking at Turn-around Zone
3. Golf Cart Parking at Designated Golf Parking Area, and
4. Reserved Parking for Church Services from 5:00 PM – 7:00 PM on Saturdays and 7:00 AM – 1:00 PM on Sundays (West Side of Calhoun Street only)"