



## Regular Town Council Meeting

Tuesday, July 11, 2023 at 5:00 PM

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

### AGENDA

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

**I. Call to Order**

**II. Pledge of Allegiance**

**III. Invocation**

**IV. Adoption of the Agenda**

**V. Civility Pledge**

We pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the Town of Bluffton.

**VI. Adoption of the Minutes**

- [1.](#) Regular Meeting Minutes of June 13, 2023

**VII. Presentations, Celebrations and Recognitions**

1. 2023 Legislation Session Update - Senator Tom Davis
2. Beaufort County School District Character Student of the Month
- [3.](#) Don Ryan Center Update - David Nelems, CEO

**VIII. Public Comment**

**IX. Communications from Mayor and Council**

**X. Formal Agenda Items**

- [1.](#) Consideration of a Resolution to Approve a Proposed Contractual Agreement With First Citizens Wealth Management Relating to Financial Advisory Investment Services – Chris Forster, Assistant Town Manager

- [2.](#) Consideration of an Ordinance for Certain Amendments to the Town of Bluffton Code of Ordinances Chapter 23 – Unified Development Ordinance, Including Amendments to Article 3 – Application Process, Sec. 3.2 (General Application Approval Process), Sec. 3.14 (Certificate of Construction Compliance), Sec. 3.17 (Certificate of Appropriateness-Highway Corridor Overlay), Sec. 3.18 (Certificate of Appropriateness-Historic District), Sec. 3.19 (Site Feature-Historic District Permit) and Sec. 3.25 (Designation of Contributing Resources); Article 4 – Zoning Districts, Sec. 4.4.(Conditional Use Standards); Article 5 – Design Standards, Sec. 5.8 (Lot and Building Standards), Sec. 5.11 (Parking), Sec. 5.13 (Signs) and Sec. 5.15 (Old Town Bluffton Historic District); Article 7 - Nonconformities; Article 9 – Definitions and Interpretations, Sec. 9.2 (Defined Terms); Sec. 9.3 (Interpretation of Dimensional Standards); Sec. 9.4.1 (Description of Land Use and Buildings) – First Reading – Kevin Icard, Director of Growth Management
- [3.](#) Consideration of an Ordinance Amending the Town of Bluffton Municipal Code of Ordinances, Chapter 21 – Emergency Permitting Procedures to Consolidate all Regulations Pertaining to Emergency Management and Civil Emergencies within one Chapter - First Reading – Heather Colin, Assistant Town Manager
- [4.](#) Approval to Authorize a Contract to the South Carolina Department of Natural Resources to Update the 2004 May River Watershed Baseline Assessment (Fiscal Impact: \$155,000.00) - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
- [5.](#) Consideration of a Proposed Lighting Agreement with Dominion Energy for the Oyster Factory Park Parking Lot Project (Fiscal Impact: \$105,445.20) - Kimberly Washok-Jones, Director of Projects and Watershed Resilience
- [6.](#) Consideration of a Proposed Purchase Agreement with Green Flush Technologies LLC for the New River Linear Trail Project (Fiscal Impact: \$200,730.00) - Kimberly Washok-Jones, Director of Projects and Watershed Resilience

#### **XI. Consent Agenda Items**

- [1.](#) Monthly Department Reports: Police, Finance and Administration, Human Resources, Municipal Court, Projects and Watershed Resilience, Public Services, Don Ryan Center for Innovation, and Growth Management
- [2.](#) Town Manager Monthly Report

#### **XII. Executive Session**

1. Discussions Relating to Negotiations and Contractual Arrangements for Proposed Land Acquisition in Old Town, May River Road, Buck Island Road, and Simmonsville Road (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])
2. Legal Advice from Town Attorney Regarding Contractual Matters Regarding Economic Development Public Private Partnerships (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])

#### **XIII. Action from Executive Session**

#### **XIV. 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. Auditory accommodations are available. Any person requiring further accommodation should contact the Town of Bluffton ADA Coordinator at 843.706.4500 or [adacoordinator@townofbluffton.com](mailto: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 is limited to 3 minutes per speaker.*

## Regular Town Council Meeting

### June 13, 2023

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#### Call to Order

Mayor Sulka called the meeting to order at 5:00 PM. Council members present were Larry Toomer, Bridgette Frazier, Fred Hamilton, and Dan Wood. Town Manager Stephen Steese, Assistant Town Manager Heather Colin, Assistant Town Manager Chris Forster, Chief of Police Joe Babkiewicz, Town Clerk Marcia Hunter, Interim Town Clerk Kerry Guzman and Town Attorney Terry Finger were also present.

The pledge and invocation were given by Mayor Sulka.

#### Adoption of the Agenda

**Toomer made a motion to adopt the agenda as presented. Wood seconded.**

#### Adoption of the Minutes

1. Regular Meeting Minutes of May 9, 2023

**Wood made a motion to approve the Regular Meeting Minutes of May 9, 2023, as presented. Frazier seconded. The motion carried unanimously.**

2. Budget Workshop Meeting Minutes of May 25, 2023

**Toomer made a motion to approve the Budget Workshop Meeting Minutes of May 25, 2023, as presented. Wood seconded. The motion carried unanimously.**

3. Budget Workshop Meeting Minutes of May 30, 2023

**Frazier made a motion to approve the Budget Workshop Meeting Minutes of May 30, 2023, as presented. Toomer seconded. The motion carried unanimously.**

#### Presentations, Celebrations and Recognitions

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

Mayor Sulka, on behalf of the Town Council, honored Avery Rodgers, a freshman at May River High School, for the character trait forgiveness.

2. Juneteenth Proclamation – Mayor Sulka

Selena Chisolm, a representative of the Bluffton MLK Observance, accepted this proclamation and described the upcoming weekend's activities, celebrating Juneteenth.

3. National Gun Violence Awareness Day Proclamation - Mayor Sulka

Richard Hammes accepted National Gun Violence Awareness Day Proclamation.

4. Hilton Head Island - Bluffton Chamber of Commerce Presentation - Tom Henz

Mr. Henz was unavailable, and the Chamber of Commerce presentation will be rescheduled.

**Public Comment**

Prior to Public Comment, Mayor Sulka advised the Council had requested the Town Attorney get an opinion from the Attorney General on the strengthening of the rules for the public comment since being at the Municipal Association. The opinion has been published on the Attorney General website. The rules are within the jurisdiction of what can be enforced.

Andrew Kiehle - 22 Trail Ridge Retreat, Bluffton - Mr. Kiehle expressed his concerns about the Midpoint Subdivision being constructed by Pulte Home Company, LLC. Mr. Kiehle had questions regarding the process and steps to be followed in the development review process. Mayor Sulka had requested Assistant Town Manager Heather Colin contact Mr. Kiehle to further discuss concerns, answer any questions and address the procedure in place.

Robert Jones - 22 Bridle Path Lane, Bluffton - Mr. Jones is the Executive Director of the Historic Bluffton Foundation. Mr. Jones representing the foundation in support of the renewal of the MOU and to share the statistics of guest attendance.

Skip Hoagland - 61 Sparwheel Lane, Hilton Head Island - Mr. Hoagland approached the podium and addressed Mayor Sulka, advising there is a need for a Law Compliance Pledge. He proceed to discuss the previous lawsuit with Mayor Sulka.

Lynne Greeley - Mr. Skip Hoagland began speaking, stating he was there to submit a POA for Ms. Greeley, whom is not in attendance. An exchange occurred between Hoagland and Mayor Sulka resulting in Hoagland being advised he was out of order. Public comment time was called to close. Mr. Hoagland was escorted out of Council Chambers by Bluffton Police Department.

**Communications from Mayor and Council**

Council Member Bridgette Frazier thanked the Town of Bluffton for the support shown with the upcoming Juneteenth events weekend. She also shared the benefit information for the Ben Frazier family who are the victims of a structure fire at their home.

Mayor Sulka shared the information regarding the mobile mammography screening being offered free to the public on June 21, 2023.

**Consent Agenda Items**

**Wood made a motion to approve the Consent Agenda as presented. Toomer seconded. The motion carried unanimously.**

1. Monthly Department Reports: Police, Finance and Administration, Human Resources, Municipal Court, Projects and Watershed Resilience, Public Services, Don Ryan Center for Innovation, and Growth Management
2. Town Manager Monthly Report
3. Consideration of a Resolution Approving the Town of Bluffton Assessment District Roll for Tax Year 2023 - Heather Colin, Assistant Town Manager
4. Hilton Head Island Bluffton Chamber of Commerce FY23 Quarterly Report - Ariana Pernice, Hilton Head Island Bluffton Chamber of Commerce
5. Consideration to Approve a Resolution for Execution of Memorandums of Agreement Renewals Between the Town of Bluffton and Intergovernmental Entity the Beaufort County

School District for School Resource Officers and Crossing Guards – Chris Forster, Assistant Town Manager

6. Consideration to Approve a Resolution for Execution of an Intergovernmental Agreement Renewal between the Town of Bluffton and the Public Defenders Office - Chris Forster, Assistant Town Manager
7. Consideration of Memorandums of Agreement Renewals Between the Town of Bluffton and Intergovernmental Entities and Non-Profits Including the Historic Bluffton Foundation for Welcome Center Services and University of SC Beaufort for the Bluffton Ambassador Program – Chris Forster, Assistant Town Manager
8. Consideration of a Resolution to Adopt an Amendment to the Bylaws for the Don Ryan Center for Innovation Board of Directors - David Nelems, CEO, DRCI
9. Consideration of Approval for License Agreement Renewal with Environmental Systems Research Institute, Inc (ESRI) for Geographic Information System (GIS) software for three-year term (\$39,700 per year). – Tracye Stormer, Chief Technology Officer
10. Consideration of a Resolution Authorizing the Approval of a Memorandum of Understanding (MOU) between the University of South Carolina Beaufort and the Town of Bluffton for Water Quality Laboratory Services (Fiscal Impact: \$185,000.00) – Kimberly Washok-Jones, Director of Projects and Watershed Resilience

#### **Public Hearing & Final Reading**

1. Consideration of an Ordinance Approving the Town of Bluffton Fiscal Year 2024 Proposed Consolidated Budget – Public Hearing and Final Reading – Stephen Steese, Town Manager

**Toomer made a motion to approve the request to amend the Town of Bluffton Fiscal Year 2024 Proposed Consolidated Budget with the main changes from the First Reading. Wood seconded.**

Town Council unanimously approved the final reading of the Fiscal Year 2024 Proposed Consolidated Budget. Changes from the First Reading are as follows:

The General Fund increased \$400,000 for the Neighborhood Assistance Program.

Local Accommodations Tax increase by \$294,490.

Capital Improvements Program increased by \$63,900.

Total consolidated increase s \$758,390 with \$303,525 being interfund transfers.

#### **Formal Agenda Items**

1. Consideration of a Resolution for the FY2024 Budget and Marketing Plan Presented by the Hilton Head Island-Bluffton Chamber of Commerce in Accordance with Contract 2022-35 as the Town of Bluffton's Designated Marketing Organization – Natalie Majorkiewicz, Director of Finance

**Hamilton made a motion to approve the resolution for the FY2024 Budget an Marketing Plan presented by the Hilton Head - Bluffton Chamber of Commerce. Wood seconded. Town**

**Council unanimously approved the resolution for the FY2024 Budget and Marketing Plan in accordance with Contract 2022-35 as the Town's Designated marketing Organization.**

2. Accommodations Tax Advisory Committee Funding Recommendations for Quarter Ending March 31, 2023 – Natalie Majorkiewicz, Director of Finance

**Toomer made a motion to approve the request from Society of Bluffton Artists - \$15,000. Toomer seconded. Town Council unanimously approved.**

**Wood made a motion to approve the request from Hilton Head Symphony Orchestra / 2023 Bluffton Concerts - \$48,628. Events shall include - Outdoor Pops Concert - Historic Bluffton Arts & Seafood Festival and Holiday Pops Concert - St. Gregory the Great Catholic Church. Toomer seconded. Town Council unanimously approved.**

**Hamilton made a motion to approve the request from the Historic Bluffton Foundation / Welcome Center - Heywood House - \$150,000. Toomer seconded. Town Council unanimously approved.**

**Hamilton made a motion to approve the request from the Bluffton MLK Observance Committee / Juneteenth Activities - \$20,000. Toomer seconded. Town Council unanimously approved with Council member Bridgette Frazier recusing herself.**

**Toomer made a motion to approve the request from BlaQuity SC / Presented as Roots & River Festival - \$11,000. Wood seconded. Town Council unanimously approved with Council member Bridgette Frazier recusing herself.**

3. Consideration of a Resolution to Procure an Emergency Standby Generator for Town Hall. - Derrick Coaxum, Director of Public Services

**Toomer made a motion to approve the resolution to procure an Emergency Standby Generator for emergency incidents to be housed at Town Hall - \$154,802.20. Hamilton seconded. Town Council unanimously approved.**

#### **Executive Session**

1. Personnel Matters Regarding Town Council Appointments of Boards, Committees, and Commissions (Pursuant to Freedom of Information Act 30-4-70 [a][1])
2. Personnel Matters Relating to Town Manager Annual Review (Pursuant to SC Freedom of Information Act 30-4-70[a][2])

#### **Action from Executive Session**

Action from Executive Session:

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

**Motion to appoint and reappoint the following to the Town's Boards, Commissions and Committees with all terms expiring June 30, 2026.**

**Town Council unanimously approved the following appointments:**

**Allyne Mitchell, Scott Thrasher, Christy Parker, and Nate Pringle to the Accommodations Tax Advisory Committee.**

**Darlene Heinig and Jessica Palladino to the Beautification Committee.**

**Latoya Salters, Kevin Ryan, Walter Nester, and Edward Taylor to the Don Ryan Center for Innovation Board.**

**Meg James, Denolis Polite and Doug Magill to the Affordable Housing Committee.**

**Tim Dolnik, Paul Reinhard, Gerald Workman, and Lawrence Garrison to the Board of Zoning Appeals.**

**Kari Miller, Joseph Nix, and Robert Marino to the Construction Board of Adjustments and Appeals.**

**Joseph DePauw, Debbie Wunder, James Hess, and Carletha Frazier to the Historic Preservation Commission.**

**John Michael Brock and Lydia DePauw to the Planning Commission.**

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

**Mayor Sulka requested a motion to increase the annual salary of Town Manager, Stephen Steese, which corresponds with the study conducted for Town Managers, to \$174,473.05. The increase shall be effective immediately. Toomer made the motion. Hamilton seconded.**

**Toomer made a motion to give a bonus of \$10,000, payable on the next pay cycle, for a job much improved and exceeding the expectations of council. Frazier seconded.**

**Sulka, Wood, Toomer and Frazier voted yea. Hamilton voted nay. The motion passed 4 -1.**

#### **Adjournment**

**Frazier made a motion for adjournment at 7:30 PM. Toomer seconded. The motion carried unanimously.**



Update for Town Council  
July 11, 2023

David Nelems, CEO



# Overview

Section VII. Item #3.

**DON RYAN**

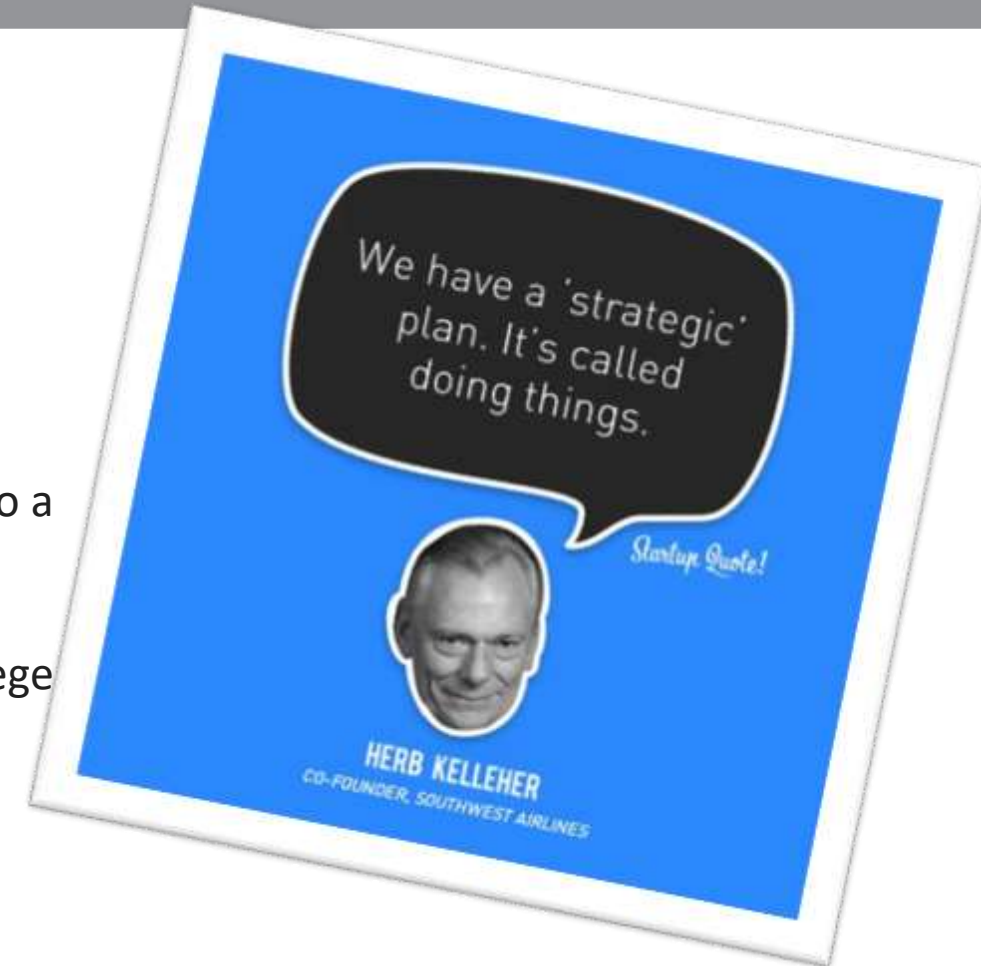
CENTER FOR INNOVATION

- *More use of the The HUB by partners, mentors, and of course, Program Companies.*
- *Our partnerships are strong, and we are receiving good feedback from working with multiple organizations.*
- *New events and programs have been enthusiastically received.*
- *We are functioning efficiently; providing valuable services to everyone we interact with.*
- *Awareness of the DRCI is growing and our reputation is positive.*



# OPERATIONS UPDATE

- Added Latoya Salters as a Board Member
- Added three new ex-officio members
  - Tom Henz
  - Hossum Aboukhater
  - Chris Trott
- By-Law change: Increased the number of ex-officio members from five to a maximum of ten
- Meeting with Ryan family and college officials regarding Providence College Ryan Incubator
- Hosted the OneBlood Bus for a Blood Drive at DRCI on May 9<sup>th</sup>
- Refreshed DRCI site
- Negotiated leaner contract with HubSpot



# PROGRAM UPDATE

There are currently 16 *Program Companies* in the Don Ryan Center

Previously the highest number of concurrent companies was 12

- Three recent completions: OPFOB, Hull & Husk, Effervescence Yogg

We attribute this increase in growth to:

- More staff expertise
- Attendance at more events (Grand openings, Chamber events, speaking events)
- More referrals from partners (BlaQuity, SCORE, BCDEC, Greater Bluffton Chamber)
- Awareness of the organization
- Hardeeville partnership
- Better, more consistent marketing
- Great physical location





# PROGRAM UPDATE

Section VII. Item #3.

**DON RYAN**  
CENTER FOR INNOVATION

## STARTUP companies

1. Hilton Head Coffee Roasters
2. Wheeler Trucking (Hardeeville)
3. Capital Chiropractic (Hardeeville)
4. Prime IV Hydration
5. Hardee Greens (Hardeeville)
6. Gullah T's n Tings
7. Elite Support Americas
8. Changeport Software

## GROWTH Companies

1. MXM Productions
2. Barbers of the Lowcountry
3. CrossFlight
4. Universal Bookkeeper
5. LoCone
6. Custom Audio Video
7. Beachside Tire & Auto



## SIXTEEN Companies in DRCI

- Looking to add 2-4 more in next 60 days
- Since 2012 73% of DRCI companies are still in business  
*Data from the BLS shows that approximately 80% of new businesses survive the first two years of being open, 55% survive five years, and only 35% survive 10 years.*

Measure	Goal	Current	Since April
# of informational or networking events hosted quarterly	5	7	↑
# of mentors in the mentor network	40	70	↑
% of businesses supported based in Bluffton	75%	67%	↑
% of businesses supported that classify as an MBE	10%	29%	↑
% increase in revenue generated by DRCI businesses	5%	On target	✓
% increase in jobs created by DRCI affiliated businesses	10%	On target	✓

# Questions

TOWN COUNCIL

STAFF REPORT  
Finance Department



MEETING DATE:	July 11, 2023
PROJECT:	Consideration to Enter into a Contract and Fiduciary Relationship with First Citizens Bank & Trust as an Investment Management Advisor
PROJECT MANAGER:	Chris Forster, Assistant Town Manager

**REQUEST:** Request for Town Council to authorize Town staff to enter into a contract and fiduciary relationship with First Citizens Bank & Trust Company as an investment advisor to the Town of Bluffton.

**BACKGROUND:** The Town of Bluffton currently has accumulated cash that is held with a few different financial institutions. Our primary depository accounts are with Well Fargo. These accounts are our main check writing accounts and where bond proceeds are held. We have accounts with Palmetto State bank for our DRCI account, our MID funds account, boat ramp and SC Rural Development funds (i.e., Palmetto Electric, Hargray) account. We additionally have approximately \$1.5M in the Local Government Investment Pool (LGIP). The funds in LGIP currently return approximately 4.8% APR but, prior to recent Federal Reserve rate increases, was returning less than 0.5% APR.

In recent years, accumulated cash is a result of a few factors. First, the Town has made a conscious effort to set aside sufficient reserves to meet the needs of responding to emergencies and preparing for future capital asset maintenance and renewals. Second, we have programmed many prior year revenues for our CIP program. These funds currently are committed for various projects and will be spent down as these projects are completed. Third, we have had two bond issuances in recent years, one \$5M GO bond for stormwater and sewer projects and a \$10M TIF revenue bond for the New Riverside Barn Park. These bond proceeds will be spent down as projects are completed and are currently sitting in our depository accounts. Finally, there are balances in accommodations tax and hospitality tax funds. Currently, as cash flow fluctuates, the Town may have as much as \$75M sitting in all our accounts as a result of these factors at a given time.

As interest rates have shifted, there is a need to identify an approach for treasury management that better balances cash flow needs with the need to maximize return on idle funds while protecting returns of our funds in a portfolio that appropriately manages risk according to our investment policy. As a result, the Assistant Town Manager instructed Procurement staff to



publish a solicitation for duly licensed investment management firms with experience in managing municipal funds.

Request for Proposal 2023-18 was published with a number of financial institutions reviewing the solicitation. First Citizens submitted a fully compliant bid package and Southeast Asset Advisors submitted a letter of "no bid". Evaluators reviewed First Citizens bid package and a face-to-face meeting was conducted to answer additional questions.

First Citizens is a well-established financial institution that has 65 municipal clients, managing over \$807M in municipal assets. Staff interviewed their prospective team as well as contacted a few municipal references. All references came back extremely positive. If approved, First Citizens would work with staff to identify appropriate liquidity needs, project spend down timelines and risk tolerance to structure an investment schedule that balances the Town's cash requirement to identify the best investments and terms.

**NEXT STEPS:** Town Council to approve to the signing of the Investment Management Municipal Agreement for South Carolina.

**SUMMARY:** If Town Council approves this action today, signing the municipal investment agreement with First Citizens will commence a fiduciary relationship with strict oversight by the Assistant Town Manager.

**ATTACHMENTS:**

1. Investment Management Municipal Agreement for South Carolina
2. Resolution
3. Recommended Motion

# Investment Management Agreement – SC Municipal

**FIRST-CITIZENS BANK & TRUST COMPANY**, a North Carolina banking corporation with its main office in Raleigh, North Carolina ("First Citizens"), and the undersigned local government ("Client"), agree to establish and maintain an investment management account with First Citizens for Client (the "Account") for the investment and management of all cash, stocks, bonds, securities and other property from time to time designated for the Account ("Assets"), subject to the terms and conditions of this agreement (this "Agreement"). (First Citizens and Client further referred to herein individually as a "Party" or collectively as the "Parties").

1. **Representations.** Client (and each person executing this Agreement on behalf of Client) each represents that:
  - a. Client is authorized to enter into this Agreement and designate the Assets. In addition, Client has the power to delegate investment discretion and other duties to First Citizens as contemplated by this Agreement, and applicable law and any applicable governing documents permit Client to enter into this Agreement;
  - b. There are statutory investment restrictions relating to the investment of the Account;
  - c. All necessary action to enter this Agreement has been taken by Client's governing body after due consideration of its terms and this Agreement has been duly authorized, executed, and delivered by Client and constitutes its legal, valid, and binding obligation, enforceable against Client in accordance with its terms; and
  - d. Client is a validly organized and existing public body politic, existing under the Constitution and laws of a state or commonwealth of the United States.
2. **Designation of Assets.** The Account consists of all assets initially or subsequently deposited with First Citizens for the Account, all assets held by third-party custodians designated in writing by Client ("Third-Party Custodians") and accepted in writing by First Citizens as Assets, and all earnings on Assets and products of Asset transactions, until such assets are withdrawn or distributed from the Account. If applicable, First Citizens may register and hold Assets in its name, in the name of its nominee, or in other form, and may hold Assets through the book-entry systems or depositories customarily used for those Assets. No property may be transferred to the Account without the written consent of First Citizens.
3. **Account Management.** Client hereby appoints First Citizens as Client's exclusive agent and attorney-in-fact to supervise and manage all Assets.
  - a. Client authorizes First Citizens, subject to the terms of this Agreement, to do all acts necessary to carry out its duties under this Agreement, to exercise all rights and privileges related to the Assets, and generally to take all other actions with respect to the Account as, when and how First Citizens in its discretion deems desirable and appropriate, all with the same force and effect as Client could do, exercise, or take, whether or not specifically provided in this Agreement, provided First Citizens complies with any statutory investment restrictions applicable to the Account. As examples, First Citizens is authorized:
    - i. to hold, acquire, collect, control, and retain, and to purchase and sell, and generally to invest and reinvest, or to hold uninvested, or to convert or exchange, assets;
    - ii. to collect and reinvest dividends, interest and other income or proceeds from assets;
    - iii. to grant, purchase and exercise options, warrants, subscription rights and other similar rights;
    - iv. to deposit or invest assets in accounts of or products issued by a regulated financial-services institution, including First Citizens and its affiliates, including but not limited to interest bearing or time deposit accounts, short-term investment accounts, short-term investment funds, and other short-term investment vehicles;
    - v. to execute declarations, certificates, affidavits, elections, or other instruments or documents, and open Account-related mail or other communications sent to Client;
    - vi. to vote or act on Proxies and Corporate Events as described in Section 7;
    - vii. to register and hold assets in First Citizens' name, in the name of its nominee, or in other form;

- viii. to incur and pay from the Account reasonable and necessary expenses of the Account, including calls, assessments, and other sums chargeable or accruing against the Account's assets, and including First Citizens' fees and expenses pursuant to Section 8, and to withhold distributions sufficient, in its judgment, to cover such expenses;
- ix. to comply with applicable laws, regulations and rules (including those of exchanges and other third parties) and in its discretion to act, or to refuse to act until reasonable conditions are satisfied, in any emergency or any situation not specifically provided for in this Agreement; and
- x. on termination of the Account, to take appropriate action to conclude its management and distribute the Account's assets.

b. Notwithstanding the authority granted it or any other provision of this Agreement, First Citizens may refuse to exercise any authority upon any matter by advising Client of the matter and First Citizens' decision not to act, and providing Client with all communications received about the matter.

c. No person dealing with First Citizens will be under any obligation to make any inquiry concerning First Citizens' authority or confirm the application of any payments made to or by First Citizens. In any judicial or administrative proceeding affecting any asset, Client will be deemed to be fully represented by First Citizens when First Citizens is a party to the proceedings.

d. Client acknowledges that the general investment authority granted to First Citizens pursuant to the terms of this Agreement includes, if applicable, the ability to select the most appropriate tax lot selection method for the Account. Currently, the default tax lot selection method being utilized for all accounts for which First Citizens has sole investment discretion is the Long Term, High Cost ("LTHC") method and that is the method that will apply to the Account, until such time as First Citizens selects a different tax lot selection method.

4. **Duties and Liabilities.** Client acknowledges and agrees that:

a. All Account transactions are for the account and at the risk of Client, the Account investments and investment strategies involve risks, investment performance can never be predicted or guaranteed, and the value of the Account will fluctuate due to market conditions and other factors.

b. First Citizens does not guarantee or ensure the success of any Account investment or investment strategy.

c. Neither First Citizens nor its agents, officers, employees, directors, or affiliates will:

- i. be liable for any good faith action, omission, or error in judgment associated with the Account, but may only be liable for losses caused by First Citizens' negligence or willful misconduct in performing its duties herein;
- ii. be liable for any loss arising from any action or inaction by any third-party, such as a broker, issuer or Third-Party Custodian, including a failure to follow First Citizens' instructions or demands, or from any delay or difficulty arising from the rules, regulations, procedures, or requirements of a broker, market, exchange, or other third-party;
- iii. be liable for any loss arising from causes beyond its control, including equipment, communications or transportation failures or interruptions, governmental orders or actions, war or military action, civil unrest or commotion, catastrophes, strikes or other labor disturbances, acts of God, or natural disasters; or
- iv. be liable for loss or deemed in violation of any provision of this Agreement or applicable law if, promptly after the discovery of the issue, First Citizens takes whatever actions may be practical under the circumstances to remedy it, or if it is unable to address an issue due to Client's failure to promptly report the issue or any discrepancy in the information furnished by First Citizens.

d. First Citizens relies on information provided by Client, and is not responsible for any omission or misstatement contained in such information. First Citizens will not be liable for losses arising from Client's failure to promptly communicate any material change in Client's circumstances or objectives, or from Client's failure to provide any requested information that might affect First Citizens' management of the Account.

e. First Citizens may seek the advice of legal counsel regarding the Account or this Agreement. First Citizens may at any time initiate an action or proceeding for settlement of the Account, for the determination of any question of construction which

may arise, or for instructions concerning any matter as to which First Citizens is uncertain of its rights or duties. The expenses of any such advice or proceeding may be paid from the Account in accordance with Section 8 if Client is given reasonable prior notice. First Citizens will have no liability for (i) any act or omission taken or made by it in good faith pursuant to the advice of legal counsel, or (ii) following the instructions of any court, or (iii) any delay or inaction pending such advice or instructions.

**5. Account Statements and Information.**

a. Except as otherwise instructed by Client, First Citizens will provide Client access to electronic statements containing a description of all Account activity during the preceding period, including (a) all Account transactions, (b) all deposits to and withdrawals from the Account, (c) all other debits and credits to the Account, (d) all fees and expenses charged to the Account (other than internal charges imposed on certain assets), and (e) the value of the Account at the beginning and end of the statement period.

b. Upon reasonable request, First Citizens will provide Client with additional, reasonably available, information or documentation concerning the Account, the assets, or Account transactions. Client waives any and all rights it may have to receive other information or documentation (such as confirmations). Client agrees to carefully review those statements and other information, and to promptly report any discrepancies or concerns to First Citizens.

c. First Citizens will value assets by using such consistent methodology and based upon such sources as First Citizens, in good faith, deems reliable to provide fair and accurate valuations. First Citizens may use the furnished initial value when it cannot obtain reliable information about an asset's current value. First Citizens may rely on any valuation of or other information about an asset provided by a Client or any authorized Client representative and has no responsibility to verify that information. First Citizens' statements may reflect an allocation to principal and income, but Client (or Client's legal or tax advisors) is exclusively responsible for any actual allocation of principal and income.

**6. Custody of and Transactions in Assets.**

a. First Citizens will act as custodian of those Assets deposited with it for the Account.

b. As to any Assets held by a Third-Party Custodian, Client will instruct the Third-Party Custodian to follow First Citizens' directions concerning these Assets, and any reference in this Agreement to an action by First Citizens includes First Citizens' direction to a Third-Party Custodian to effect such action.

c. First Citizens will not be obligated to effect transactions in assets unless it has full and immediate access to the assets, whether funds or deliverable securities, necessary to complete the transaction; if not so-accessible, First Citizens may in its sole discretion:

- i. refuse to initiate or settle the transaction;
- ii. settle the transaction on Client's behalf and debit the Account for First Citizens' costs and expenses in executing the transaction, plus a reasonable fee for the extraordinary service; or
- iii. reverse the transaction.

**7. Proxies and Corporate Events.** Except as otherwise provided in this Agreement or required by law, with respect to all Assets in the Account (including those Assets held by a Third-Party Custodian):

a. First Citizens will:

- i. vote or give general or limited proxies or directions to vote, with or without power of substitution;
- ii. enter into or continue a voting trust agreement; or
- iii. execute waivers, consents, or objections or otherwise act for Client, with respect to any election or other voting matter, call for redemption, exchange offer, tender offer, rights offering, subscription rights, conversion or similar rights, merger, consolidation, reorganization, reclassification or recapitalization, default of payment, bankruptcy, class action, or similar event or proceeding affecting the Assets ("Corporate Events");

and may do so alone, through participation in a committee or group, or through a delegate or agent.

b. When First Citizens votes or acts with respect to Proxies or Corporate Events, it will have no obligation to forward

associated materials to Client.

c. First Citizens will use reasonable efforts to be informed of Corporate Events, but has no responsibility to act or inform Client of Corporate Events of which it does not receive notice.

d. Except when prohibited by law, First Citizens may in its discretion delegate some or all of the authority conferred by this Section 7 to third-parties, including the authority to vote upon Corporate Events.

e. Client does not object to First Citizens' disclosure of Client's name, address and securities positions to securities issuers who request such information in order to communicate with beneficial owners about Corporate Events.

8. **Fees and Expenses.** Client agrees:

a. Client will compensate First Citizens for its services under this Agreement ("Account Fees") in accordance with the terms of the published fee schedule(s) applicable to the Account at the time the services are rendered unless Client and First Citizens have a written agreement which documents an alternate fee arrangement. Client acknowledges receipt of the applicable currently published fee schedules and understands that such fees may increase from time to time. Client further understands that the Account values used in calculating Account Fees may differ from those shown on Account statements due to settlement date accounting, treatment of accrued income, distributions, and/or necessary adjustments.

b. Client will reimburse First Citizens for reasonable expenses incurred in rendering services under this Agreement. Client understands that the Account Fees do not cover brokerage commissions, investment vehicle fees, Third-Party Custodian fees, certain other charges imposed by third-parties, or other charges Client agrees to pay in addition to the Account Fees. Client further understands that certain investment vehicles which may be used in the Account impose fees, charges and other expenses as described in the vehicle's prospectus, and that the Account will bear a proportionate share of these expenses in addition to the Account Fees.

c. First Citizens may deduct all applicable fees and expenses as they are incurred from the Account. Unless otherwise agreed in writing by Client and First Citizens, First Citizens will pay fees and expenses first from cash, cash equivalent or short-term investment Assets; if the values of these Assets are insufficient to cover fees and expenses owed, First Citizens may elect to collect the amounts owing from Client or liquidate other Assets, in its sole discretion, as necessary to pay fees and expenses. When invoiced, Client will make timely payment of all amounts due First Citizens. To the extent permitted, First Citizens will place a lien on all Account Assets for the discharge of Client's obligations under this Agreement and will have a right of offset against the Assets for any indebtedness to First Citizens. First Citizens may require an advance of estimated costs and expenses in connection with services requested whose costs may exceed any unencumbered Assets then held by First Citizens. First Citizens may direct any Third-Party Custodian to sell sufficient securities (selected in First Citizens' discretion) to satisfy Client's obligations.

d. That the Account will bear the costs of all brokers' commissions and similar costs relating to the Assets, and Client acknowledges that First Citizens may place some securities orders, consistent with its best execution practices, with brokers who provide investment research services to First Citizens in consideration of the placement of those transactions, in accordance with applicable law.

9. **Disbursements and Withdrawals.** First Citizens agrees to disburse Account income and/or principal (less any fees and expenses due First Citizens) in accordance with Client's written instructions, which may include periodic cash payments or withdrawals. If First Citizens is also serving as custodian, withdrawn Assets will be delivered in-kind unless Client requests that the assets be liquidated. First Citizens will process withdrawals and distributions as quickly as reasonably possible, but Client understands that assets may not be immediately available, that requests requiring liquidations generally take longer than distributions in-kind, and that First Citizens should receive as much advance notice as possible of a desired withdrawal or distribution.

10. **Investment Strategy and Client Instructions.**

a. Except as otherwise instructed by Client, First Citizens will in its sole discretion invest and manage Assets based upon Client's Investment Policy Statement, which is developed taking into account Client-provided information regarding investment objectives, risk tolerances as well as the statutory investment restrictions described in Section 1(b). First Citizens will not be liable for losses arising from acting upon any Client instructions.

b. First Citizens is entitled to rely upon and is protected in acting upon written or oral instructions from Client. Client

instructions ordinarily should be written, but Client agrees that First Citizens may, but is not required to, accept and act upon oral instructions. First Citizens may rely upon instructions communicated by telephone, facsimile or electronic mail, or by any other means, which it reasonably believes to be genuine and authorized by Client. First Citizens will not be liable for acting, or for failure to act or delay in acting, upon any such instructions or apparent instructions.

c. First Citizens may, but is not required to, follow instructions given by any person it reasonably believes to have been authorized by Client to direct the account. First Citizens will not be liable for acting, or for failure or delay in acting, upon any such instructions or apparent instructions.

d. First Citizens may, but is not obligated to, require confirmation of any Client instruction. First Citizens will have no liability for awaiting or for not obtaining such confirmation before acting.

#### 11. **Termination and Distribution upon Termination.**

a. This Agreement will remain in full force and effect unless revoked or terminated as provided in this Section 11. First Citizens will not be liable for continuing to serve under this Agreement prior to its receipt of notice of termination, or for any losses occurring while First Citizens seeks confirmation of a termination.

b. This Agreement may be terminated by either Client or First Citizens upon 30 days written notice to the other, provided that the effective date of any such notice will allow First Citizens reasonable time to conclude the management of the Account and transfer or distribute the assets. Regardless of notice, Client's withdrawal or transfer of all assets will terminate this Agreement.

c. Except as otherwise provided in this Section 11, upon the termination of this Agreement, First Citizens will deliver all Account assets in its custody, less any accrued but unpaid expenses and fees, as instructed by Client or Client's agent. Notwithstanding, any initiated asset transactions will be consummated or settled before such distribution. Delivery of the Account assets to or as directed by Client, or as instructed by a court, discharges First Citizens from any further responsibility or liability for the Assets. If First Citizens does not receive such instructions, it may take any reasonable action to transfer or distribute the Account's assets.

d. Termination of this Agreement will not affect the Parties' liabilities or obligations arising prior to termination. All provisions of this Agreement whose terms and context indicate such an intent will survive termination.

#### 12. **Other Accounts and Transactions.** Client understands and agrees:

a. First Citizens may in its sole discretion aggregate purchases and sales of assets with same-day transactions for other client accounts. When so-aggregated, the actual prices paid or received will generally be averaged, and each aggregated transaction will be deemed to have occurred at the average price. When the aggregated orders are partially filled, or in rare circumstances when averaging is impracticable or would result in inequity, prices in aggregated transactions may be allocated in another equitable fashion.

b. In the event any asset is called for partial redemption by its issuer, First Citizens may in its discretion allot the called portion between Client and other First Citizens clients in any manner First Citizens reasonably deems equitable.

c. First Citizens may give advice or take actions for itself or other clients differing from the action taken for or advice given to Client.

d. First Citizens may, but is not required to, purchase or sell, or recommend for purchase or sale, any security which First Citizens purchases or sells for its own account or the accounts of other clients, or in connection with which First Citizens renders services.

e. First Citizens will not seek or use inside information regarding securities for Client's or the Account's benefit.

#### 13. **Resolution of Disputes.** Any dispute between the Parties arising out of or relating to this Agreement, including the interpretation of any provision herein and/or performance by either party, will be resolved as provided in this Section 13.

a. **Informal Dispute Resolution.** Except as to disputes within proceedings initiated under 13(d), below, either party may initiate an Informal Dispute Resolution ("IDR") by written notice to the other party. The IDR request will set forth the substance and basis of the dispute(s) in reasonable detail. Each party will appoint a designated representative having authority to resolve and settle such dispute. The designated representatives will meet as often as reasonably necessary to discuss and attempt to

resolve the dispute. The IDR process will continue until terminated by either party by written notice to the other party. The expiration of any statute(s) of limitations applicable to the relevant dispute(s) will be tolled during the IDR process.

b. Arbitration. Subject to 13(d) below, any dispute not resolved pursuant to the IDR process will be submitted to mandatory and binding arbitration pursuant to the following terms:

- i. Initiation of Arbitration. The initiating party will provide a written arbitration demand to the American Arbitration Association("AAA") and the other party, describing in reasonable detail the nature and basis of the dispute.
- ii. Conduct of Arbitration. The arbitration will be conducted before the AAA pursuant to its Commercial Arbitration Rules. Notwithstanding any inconsistent provision within those Rules, (A) the arbitrator(s) will allow discovery of relevant non-privileged documents; (B) a hearing on the merits of all arbitrated claims will be commenced within 180 days of the written arbitration demand, and the arbitrator(s) will render an award within 10 days after the conclusion of the hearing; and (C) the arbitrator(s) will not have the authority to award punitive, exemplary, or special damages.
- iii. Place of Arbitration Hearings. Arbitration hearings will be held in Raleigh, North Carolina or the place determined by the AAA.
- iv. Costs and Expenses. Unless the arbitrator(s) rules otherwise, the Parties will jointly and equally pay the expenses of the arbitrator(s) and administrative costs assessed by the AAA. Unless provided by applicable statute or contract, as determined by the arbitrator(s), each party will bear its own expenses, including attorneys' fees, incurred during the IDR and arbitration.
- v. Enforcement. Any arbitration award rendered pursuant to this Section 13 may be enforced by any court of competent jurisdiction.

c. No Class Claims. No claim will be arbitrated on a class action basis nor be consolidated in any proceeding with the claims of any other person(s) or entity(ies), including claims brought as a private attorney general or in other representative capacities; provided however, that common claims of joint account holders may be joined in a proceeding. No person or entity will have the right to act as a class representative or participate as a member of a class of claimants with respect to any claim, even if the claim has been asserted in court.

d. Special Relief. Notwithstanding the requirements of Section 13(a) and (b), if a party makes a good faith determination that injunctive relief or an interpleader proceeding is necessary to protect the party's interests with respect to a specific dispute or a specific element(s) of a dispute, the party may seek injunctive relief or bring an interpleader proceeding upon that specific dispute or element(s) in any state or federal court located within Wake County, North Carolina. All other issues within the dispute(s) will be resolved through arbitration under 13(b) above. If a party initiating a proceeding for injunctive relief fails to obtain such relief, that party will pay all reasonable expenses, including attorneys' fees, incurred by the other party as the result of those proceedings. Client will pay, or reimburse First Citizens, for all costs and expenses, including reasonable attorneys' fees, incurred as a result of an interpleader proceeding.

e. Federal Arbitration Act. This Section 13 is made pursuant to a transaction involving interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16. This Section 13 survives (i) termination of or changes to this Agreement, the Account, or your relationship with us concerning the Account; (ii) bankruptcy; and (iii) any transfer of the Account.

#### 14. Notices.

a. Each party will deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each a "Notice") in writing to be sent by courier, delivery service, U.S. mail (first-class mail or priority mail (in all cases, with postage or other delivery costs prepaid)) or electronic mail (with electronic confirmation of receipt from the recipient) in accordance with the most current address of the receiving party as noted in the sending party's records.

b. All Notices will be deemed effective upon receipt.

#### 15. Construction of Agreement.

a. Capitalized Terms. Capitalized terms will have the meanings indicated by associated parentheticals unless the particular context clearly indicates that a different meaning was intended.



b. Headings. The headings, titles, and captions within this Agreement are only for convenience and reference, and do not define, limit, or extend any provision herein.

c. Entire Agreement. This writing constitutes the entire agreement between Client and First Citizens and supersedes any prior understanding or agreement between them concerning the Account. No oral or written representations, arrangements, understandings, or agreements exist between the Parties relating to the Account unless fully expressed in this Agreement.

d. Gender and Number. Regardless of the gender and number actually used, the words and phrases of this Agreement will be construed to include any other gender and any other number that the context requires.

e. Invalidity and Severability. If any provisions or terms of this Agreement are held invalid or unenforceable by any court, arbitrator, or regulatory agency, such invalidity or unenforceability will not affect any other provision or term herein. The arbitrator, court or regulatory agency will, if practicable, substitute a valid and enforceable provision that carries out the Parties' intent.

f. Governing Law. Except when the laws of the United States apply or Client's state apply, this Agreement will be construed and governed under the laws of the State of North Carolina, without regard to its conflicts of laws principles.

g. Counterparts: Electronic Delivery and Signature. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but which collectively will constitute one instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by facsimile or electronic delivery shall be sufficient to bind the Parties hereto to the terms and conditions of this Agreement. Facsimile or electronic signatures delivered by the Parties hereto shall be sufficient as original signatures.

h. Waiver. The failure of either party to enforce at any time any provision of this Agreement will not constitute or be construed as a waiver of the provision or of the right of the party to later enforce it. Waiver by either party of a breach or default by the other will not operate as a waiver of any other breach or default.

i. Beneficiaries. This Agreement will be binding upon Client and First Citizens and their respective representatives, successors, and permitted assigns, but otherwise does not benefit, or create an obligation to, any other person or entity. Nothing expressed in this Agreement will be deemed to confer on any other person or entity any legal right, remedy or claim with respect to this Agreement or the Account.

16. **Amendment and Assignment**.

a. Any amendments, changes, alterations, modifications, additions, or qualifications to the terms of this Agreement must be made in writing and signed by Client and First Citizens.

b. This Agreement may not be assigned by either party without the written consent of the other, which consent will not be unreasonably withheld or delayed. Any corporate successor to all or any relevant part of the investment management business of First Citizens may continue in the capacity as Investment Manager under this Agreement without the necessity of transfer, conveyance, or assignment.

*[Signatures on the following page.]*

**IN WITNESS WHEREOF**, Client and First Citizens have executed this Agreement, to be in full force and effect as of the date both Parties have signed.

\_\_\_\_\_  
Client Name (Print)

\_\_\_\_\_  
Client Name (Print)

\_\_\_\_\_  
TIN

\_\_\_\_\_  
TIN

\_\_\_\_\_  
Signature of Client Representative

\_\_\_\_\_  
Signature of Client Representative

\_\_\_\_\_  
Name of Client Representative

\_\_\_\_\_  
Name of Client Representative

\_\_\_\_\_  
Title or Capacity of Client Representative

\_\_\_\_\_  
Title or Capacity of Client Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**FIRST-CITIZENS BANK & TRUST COMPANY**

SAMPLE

\_\_\_\_\_  
Signature of First Citizens Representative

\_\_\_\_\_  
Name of First Citizens Representative

\_\_\_\_\_  
Title of First Citizens Representative

\_\_\_\_\_  
Date

Rev. 7/2022

Your investments in securities, annuities and insurance are not insured by the FDIC or any other federal government agency and may lose value. They are not a deposit or other obligation of, or guaranteed by any bank or bank affiliate and are subject to investment risks, including possible loss of the principal amount invested. Past performance does not guarantee future results.

First Citizens Wealth Management is a registered trademark of First Citizens BancShares, Inc. First Citizens Wealth Management products and services are offered by First-Citizens Bank & Trust Company, Member FDIC; First Citizens Investor Services, Inc., Member FINRA/SIPC, an SEC-registered broker-dealer and investment advisor; and First Citizens Asset Management, Inc., an SEC-registered investment advisor.

Brokerage and investment advisory services are offered through First Citizens Investor Services, Inc., Member FINRA/SIPC. First Citizens Asset Management, Inc. provides investment advisory services.

Bank deposit products are offered by First Citizens Bank, Member FDIC. Equal Housing Lender 

CLIENT: \_\_\_\_\_

1. **The Purpose of the Investment Policy Statement.** The purpose of this Investment Policy Statement (“IPS”) is to establish a clear understanding between (“Client”) and **First-Citizens Bank & Trust Company** (“Investment Manager”) as to the investment goals, objectives, and constraints applicable to the Client’s investment portfolio (“Portfolio”).
2. **Statement of Objectives and Time Horizon.** The specific objectives for the Portfolio’s assets shall be to achieve a return that is consistent with meeting the Client’s long term goals given the Client’s time horizon and risk tolerance. It is understood that there can be no guarantee about the attainment of the goals or investment objectives outlined herein.
3. **Portfolio Guidelines and Investment Policy.** The Portfolio shall be invested in accordance with the following statutory guidelines:

SC Code § 6-5-10. Authorized investments by political subdivisions. (Effective May 22, 2008)

- (a) The governing body of any municipality, county, school district, or other local government unit or political subdivision and county treasurers may invest money subject to their control and jurisdiction in:
- (1) Obligations of the United States and its agencies, the principal and interest of which is fully guaranteed by the United States.
- (2) Obligations issued by the Federal Financing Bank, Federal Farm Credit Bank, the Bank of Cooperatives, the Federal Intermediate Credit Bank, the Federal Land Banks, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Housing Administration, and the Farmers Home Administration, if, at the time of investment, the obligor has a long-term, unenhanced, unsecured debt rating in one of the top two ratings categories, without regard to a refinement or gradation of rating category by numerical modifier or otherwise, issued by at least two nationally recognized credit rating organizations.
- (3)(i) General obligations of the State of South Carolina or any of its political units; or (ii) revenue obligations of the State of South Carolina or its political units, if at the time of investment, the obligor has a long-term, unenhanced, unsecured debt rating in one of the top two ratings categories, without regard to a refinement or gradation of rating category by numerical modifier or otherwise, issued by at least two nationally recognized credit rating organizations.
- (4) Savings and Loan Associations to the extent that the same are insured by an agency of the federal government.
- (5) Certificates of deposit where the certificates are collaterally secured by securities of the type described in (1) and (2) above held by a third party as escrow agent or custodian, of a market value not less than the

amount of the certificates of deposit so secured, including interest; provided, however, such collateral shall not be required to the extent the same are insured by an agency of the federal government.

(6) Repurchase agreements when collateralized by securities as set forth in this section.

(7) No load open-end or closed-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, where the investment is made by a bank or trust company or savings and loan association or other financial institution when acting as trustee or agent for a bond or other debt issue of that local government unit, political subdivision, or county treasurer if the particular portfolio of the investment company or investment trust in which the investment is made (i) is limited to obligations described in items (1), (2), (3), and (6) of this subsection, and (ii) has among its objectives the attempt to maintain a constant net asset value of one dollar a share and to that end, value its assets by the amortized cost method.

(8) A political subdivision receiving Medicaid funds appropriated by the General Assembly in the annual general appropriations act may utilize appropriated funds and other monies generated by hospital operations to participate in principal protected investments in the form of notes, bonds, guaranteed investment contracts, debentures, or other contracts issued by a bank chartered in the United States or agency of a bank if chartered in the United States, financial institution, insurance company, or other entity which provides for full principal payment at the end of a contract term not to exceed twelve years if the issuer has received a rating in one of three highest general rating categories issued by no fewer than two nationally recognized credit rating organizations. No more than forty percent of the appropriated funds and other monies generated by hospital operations may be invested in the manner provided in this item. Revenue realized pursuant to these investments must be expended on health care services.

(b) The provisions of this chapter shall not impair the power of a municipality, county, school district or other local governmental unit or political subdivision or county treasurer to hold funds in deposit accounts with banking institutions as otherwise authorized by law.

(c) Such investments shall have maturities consistent with the time or times when the invested moneys will be needed in cash.

(d) For purposes of subsection (a), in the case of a defeased obligation, an obligation shall be treated as the obligation of the issuer of the obligation included in the qualifying defeasance escrow for the defeased obligation. A “defeased obligation” means any obligation the payment of which is secured and payable solely from a qualifying defeasance escrow and the terms of which may not be amended or modified without the consent of each of the holders of the defeased obligation. A “qualifying defeasance escrow” means a deposit of securities, including defeasance obligations, with a trustee or similar fiduciary under the terms of an agreement that requires the trustee or fiduciary to apply the proceeds of any interest payments or maturity of the defeasance obligation to the payment of the defeased obligation and when the trustee or fiduciary has received verification from a certified public accountant that the payments will be sufficient to pay the defeased obligation timely. A defeasance obligation must not be callable or subject to prepayment

by the issuer and it must be a direct general obligation of the United States and its agencies, or an obligation the payment of principal and interest on which is fully and unconditionally guaranteed by the United States.

4. **Restrictions.**

- ☐ No security restrictions have been imposed on the management of the Portfolio.
- ☐ Security restrictions have been imposed on the management of the portfolio as follows: \_\_\_\_\_

SAMPLE

The Client adopts the provisions of this IPS with the signature of its properly authorized representative below:

\_\_\_\_\_  
Client Name (Print)

\_\_\_\_\_  
Signature of Client's Representative

\_\_\_\_\_  
Name of Client Representative

\_\_\_\_\_  
Title or Capacity of Client's Representative

\_\_\_\_\_  
Date

ACKNOWLEDGED BY:

FIRST-CITIZENS BANK & TRUST COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

SAMPLE

Attachment 2

A RESOLUTION

RELATING TO THE TOWN OF BLUFFTON, SOUTH CAROLINA, AUTHORIZATION TO ENTER INTO A CONTRACT AND FIDUCIARY RELATIONSHIP WITH FIRST CITIZENS BANK AND TRUST COMPANY

**WHEREAS**, the Town of Bluffton desires to have a duly-licensed advisor for investments of its municipal funds; and

**WHEREAS**, First Citizens Bank and Trust Company is such a licensed advisor and fiduciary having experience managing municipal funds for other South Carolina governmental entities;

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council (the “Council”), as the governing body of the Town of Bluffton, as follows:

1. The Council hereby declares that this Resolution shall constitute its consent to enter into a contract and fiduciary relationship with First Citizens Bank & Trust Company as an investment advisor to the Town of Bluffton.

Approved this 11<sup>th</sup> day of July 2023.

\_\_\_\_\_  
Lisa Sulka, Mayor  
Town of Bluffton, South Carolina

ATTEST:

\_\_\_\_\_  
Marcia Hunter, Town Clerk

SEAL



Attachment 3

Recommended Motion

Consideration to Approve a Resolution to Enter into a Contract and Fiduciary Relationship with First Citizens Bank & Trust Company as an Investment Advisor to the Town of Bluffton – Chris Forster, Assistant Town Manager

**“I make a motion to approve a resolution to enter into a contract and fiduciary relationship with First Citizens Bank & Trust Company as an Investment Advisor to the Town of Bluffton.”**

TOWN COUNCIL

STAFF REPORT  
Growth Management Department



MEETING DATE:	July 11, 2023
PROJECT:	Certain Amendments to the Town of Bluffton Code of Ordinances Chapter 23 – Unified Development Ordinance, Including Amendments to Article 3 – Application Process, Sec. 3.2 (General Application Approval Process), Sec. 3.14 (Certificate of Construction Compliance), Sec. 3.17 (Certificate of Appropriateness-Highway Corridor Overlay), Sec. 3.18 (Certificate of Appropriateness-Historic District), Sec. 3.19 (Site Feature-Historic District Permit) and Sec. 3.25 (Designation of Contributing Resources); Article 4 – Zoning Districts, Sec. 4.4.(Conditional Use Standards); Article 5 – Design Standards, Sec. 5.8 (Lot and Building Standards), Sec. 5.11 (Parking), Sec. 5.13 (Signs) and Sec. 5.15 (Old Town Bluffton Historic District); Article 7 - Nonconformities; Article 9 – Definitions and Interpretations, Sec. 9.2 (Defined Terms); Sec. 9.3 (Interpretation of Dimensional Standards); Sec. 9.4.1 (Description of Land Use and Buildings) (First Reading)
PROJECT MANAGER:	Kevin Icard, AICP Director of Growth Management

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

**REQUEST:** The UDO Administrator requests Town Council approval of Certain Amendments to the Town of Bluffton’s Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance, including:

Certain Amendments to the Town of Bluffton’s Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance, including Amendments to the Following Sections: Article 3 – Application Process, Sec. 3.2 (General Application Approval Process), Sec. 3.14 (Certificate of Construction Compliance), Sec. 3.17 (Certificate of Appropriateness-Highway Corridor Overlay), Sec. 3.18 (Certificate of Appropriateness-Historic District), Sec. 3.19 (Site Feature-Historic District Permit) and Sec. 3.25 (Designation of Contributing Resources); Article 4 – Zoning Districts, Sec. 4.4.(Conditional Use Standards); Article 5 – Design Standards, Sec. 5.8 (Lot and Building Standards), Sec. 5.11 (Parking), Sec. 5.13 (Signs) and Sec. 5.15 (Old Town Bluffton Historic District); Article 7 - Nonconformities; Article 9 – Definitions and Interpretations, Sec. 9.2 (Defined Terms); Sec. 9.3

(Interpretation of Dimensional Standards); Sec. 9.4.1 (Description of Land Use and Buildings)

**PLANNING COMMISSION RECOMMENDATION:** The proposed amendments were heard by the Planning Commission over a four-month time period (March thru June, 2023). The Planning Commission recommendation for each month follows:

- **March 22, 2023:** The Planning Commission recommended approval, 7-0, of the staff recommendation with the following changes: 1) For the definition of carriage house garage, replace the word "bay" with "door"; 2) For Sheds under 121 square feet, including but not limited to gazebos, such structures are roofed improvements and shall be limited to three per lot and Garden Structures are unroofed improvements; and, 3) Spark arrestors on chimney caps shall be concealed from street view.

With regard to #1, staff recommends that the word "opening" be used in place of "door" as some vehicular bays may not have a door. The intent is to limit the number of garage openings as well as the width of the opening. Use of the word "door" excludes bays without doors and would not support the intent.

- **April 26, 2023:** The Planning Commission recommended approval, 5-0, with the following amendments and requests: 1) Revise Sec. 5.11.3.B. so that required parking spaces be a minimum requirement instead of a maximum requirement; 2) Follow-up with the Planning Commission regarding the reason for allowing compact parking spaces only when 25 or more parking spaces are required; 3) Revise Sec. 5.11.4.A.2. to not allow golf cart parking spaces to count towards the minimum parking requirement; and, 4) Identify how parking calculations resulting in a fraction will be interpreted.

With regard to #4, it has been the longstanding interpretation by Town Staff that any parking calculation resulting in a fractional number, such as 10.25 or 10.75, will require one additional parking space. Therefore, an amendment to the UDO is unnecessary and not included.

- **May 24, 2023:** The Planning Commission recommended approval, 6-0, of the staff recommendation without any amendments.
- **June 28, 2023:** The Planning Commission recommended approval, 7-0, of the staff recommendation with two additional amendments suggested by staff at the Commission meeting to: 1) Exempt real estate/leading, construction project and campaign temporary signs from the Sign Permit requirement (this is a correction); and, 2) Exempt Street Naming and Minor Subdivision Amendment applications associated with an active Development Plan from the public notification requirement.

**BACKGROUND:** From time to time, amendments to the UDO are necessary to address insufficient procedural processes and standards or that may allow development that is inconsistent with plans such as the Comprehensive Plan or Old Town Master Plan. These amendments also support the FY2023-2024 Strategic Plan Community Quality of Life focus area to assess the UDO to make any necessary amendments.

### **Amendments from March 22**

Below are highlights of proposed amendments that relate to both processes and standards in Old Town Bluffton Historic District. Prior to the Planning Commission recommendation, the Historic Preservation Commission discussed these amendments. Per the UDO, HPC is not charged with providing a recommendation to the Planning Commission regarding text amendments but wishes to be made aware of preservation-related amendments and provide comment.

- **Certificate of Appropriateness – Historic District (Sec. 3.18):** A COFA-HD is required for certain activities within Old Town Bluffton Historic District. The proposed amendments to this section identify those activities more specifically than presently exists, as well as the review processes and criteria to be applied to each activity. Activities include: New Construction, Alterations, Relocation and Demolition of a structure. For the latter three, procedures and criteria are provided for both contributing and non-contributing structures (i.e., whether the structure contributes historically to the district or not). These amendments will streamline the COFA-HD review process and will be supplemented by guidelines for relocation and demolition, which will be presented to Town Council for adoption by resolution. The guidelines will include supplemental information, such as documentation of a building to be provided to the Town before relocation and demolition, and how salvaged historic components are to be identified and stored.
- **Designation of Contributing Resources (Sec. 3.25):** The UDO includes a formal process for listing a structure, object or site as a contributing resource to the Old Town Bluffton Historic District. However, it does not include a process for removing the designation. Reasons for the removal may relate to an absence of those elements that were applied at the time of designation, or because it is desired by the property owner.
- **Accessory Structures: Carriage House Building Type, Sheds and Garden Structures (Secs. 3.19, 5.15.5 and 9.2):** Presently, the UDO is silent regarding accessory structures that are between 121 square feet and 249 square feet. Any accessory structure less than 121 square feet is a “garden structure,” and any accessory structure greater than 249 square feet is a “carriage house” building type (which could be a stand-alone accessory dwelling, garage or combination thereof). The proposed amendments would close this gap, including providing related and necessary definitions. Amendments to the Carriage House building type are also proposed to update its characteristics. UDO sections to be amended include: 3.19 (Site

Feature Historic District Permit); 5.15.5 (Old Town Bluffton Historic District, General Standards, various sub-sections); and 9.2 (Defined Terms).

- **Miscellaneous Standards (Sec. 5.15):** Amendments are proposed to revise front build-to zones for certain building types on the Neighborhood Center-HD and Neighborhood Core-HD districts, to add or update definitions, and correct typos.

### **Amendments from April 26, 2023**

- **Certificate of Construction Compliance (Sec. 3.14):** A Certificate of Construction Compliance is required to ensure that site improvements, including landscaping, are completed and comply with the approved Final Development Plan. Amendments are proposed to 1) distinguish between temporary and final certificates for residential and commercial (which includes multi-family residential); and, 2) require that a site or phase be at least 75% completed relative to the monetary value of the improvements for temporary certificates, and that the site or phase be in a safe and accessible condition.
- **Outdoor Sales, Definition and Conditions (Sec. 9.4.3):** Amendments include: 1) Refining the definition; 2) expansion of the types of merchandise that can be sold temporarily when not associated with a Retail Business (presently limited to agricultural goods, seafood and seasonal goods, such as Christmas trees); 3) improving conditions related to display, including location, time, and area size; 4) acknowledging plant nurseries as a type of outdoor sales use; and, 5) distinguishing temporary and seasonal sales, and allowing the UDO Administrator to determine appropriate use conditions.
- **Parking (Sec. 5.11) :** Amendments include: 1) a cross-reference to parking requirements in Old Town Bluffton Historic District; 2) removal of the allowance to apply parking at a public facility located within 500 feet of a property towards the required parking calculation; 3) a change of parking space requirements from maximum to minimum requirements (Table 5.11.3.c); 4) elimination of the ability to the UDO Administrator to reduce minimum parking requirements as a variance process is available; 5) a reduction of the percentage of parking spaces that may be identified as compact from 25% of all spaces to 10% of all spaces when at least 25 parking spaces are provided (and providing for dimensional requirements); 6) elimination of the ability to apply golf cart parking spaces towards the required parking calculation (and providing for dimensional requirements); 7) a requirement for accessory dwelling units to provide one parking space (presently, requirement is two spaces per dwelling unit); and, 8) correction of typos.
- **Nonconformities (Article 7):** Amendments include: 1) Removal of the requirement that the UDO Administrator make determinations that illegal nonconformities are illegal as the UDO

already states they such nonconformities are subject to removal and termination; and, 2) removal of conflicting text with regards to certain site improvements that may become nonconforming because of right-of-way dedication or acquisition.

- **Family and Single Household Definitions (Sec. 9.2):** Amendments include: 1) an update of the “Family” definition to expand the current definition to comply with changes in law, including a process to recognize non-blood or other legally recognized familial structures; and, 2) a new definition – Single Household Unit – to support the definition of “Family” by identifying the shared responsibilities, activities and interactions that are the basis for a single household unit, which may be recognized as a family.
- **Residential Use Descriptions (Sec. 9.4.1):** Primary amendments include: 1) an update to the definition of “Accessory Dwelling Unit” or ADU to indicate the elements/facilities required within the unit, and that the ADU can be detached or attached to a principal dwelling unit; and, 2) a revision to “Single-Family Attached Dwelling” to indicate that attached units within the same building do not have to be on separate lots of record and must have primary ground floor access.

### **Amendments from May 24, 2023**

- **Certificate of Appropriateness – Highway Corridor Overlay (HCO) District (Sec. 3.17):** The amendment would require that an application for a Certificate of Appropriateness – HCO be consistent with *approved* plans and agreements, including the recommended addition of a Final Development Plan. Requiring the approved Final Development Plan will be a time and financial savings for the applicant and Town Staff. Presently, an approved COFA-HCO may undergo one or more amendments because of changes to a development plan that has not been finalized.
- **Lot and Building Standards (Sec. 5.8):** These amendments include removing the Light Industrial (LI) District from Large Lot Types (Multi-family, Mixed Use and Large Commercial) and Adding the LI District to Medium Lot Types (Multi-family and Mixed Use). Nine of 12 LI-zoned properties are on southern Buck Island Road and Goethe Road north of Bluffton Parkway. All Large Lot Types allow buildings up to four stories, which would be uncharacteristic of these areas. The LI District would be more appropriate as the maximum height is three stories. A Medium Commercial lot does not exist in the UDO; the LI District is allowed in this lot type. The amendments would also reduce the maximum building height in the Large Commercial and Civic Lot Types from five stories to four stories. Additionally, the rear yard setback for the Large Commercial Lot Type would be increased for 10 feet to 30 feet (this lot type allows a building height up to four stories). Finally, there are several

“housekeeping” items, such as removing asterisks from Table 5.8.3.A. that have no associated footnotes, as well as correcting a typo.

### **Amendments from June 28, 2023**

- **Public Notice (Sec. 3.2.3):** Amendments include correcting typos; eliminating the published notice requirement for the demolition of any structure, whether a contributing resource or not, within Old Town Bluffton Historic Bluffton as a property posting requirement exists; and, removing the requirement that public notice be published on the Town’s website and posted at Town Hall as neither is required by state law. With regard to the latter amendment, meeting agendas are posted at Town Hall and also appear on the Town’s website together with related staff reports.
- **Signs (Sec. 5.13):** To identify the number of flags with non-commercial messages to be allowed within the Old Town Bluffton Historic District zoning districts, and to specifically call out “flutter signs” or “feather signs” as a prohibited sign type.
- **Cupolas and Towers (Sec. 5.15.6):** The amendments include correcting a typo, reformatting, and prohibiting cupolas extending above a roof line—as opposed to the zoning district height limit—as well as limiting the height to 50 feet above the adjacent grade level.
- **Medium House Building Type (Sec. 5.15):** A new building type is proposed for Old Town Bluffton Historic District that is similar to a Cottage Building Type but has a larger building footprint, can be two stories and must have a front porch. The Medium House is somewhat similar to a Village House Building Type but can be one-story and have a larger building footprint by 200 feet (1,300 sq.ft. vs 1,100 sq.ft.). Associated building standards, such as front-building to line, side and rear yard setbacks, and building height are proposed, as are the zoning districts in which it would be located (i.e., Neighborhood Conservation-HD, Neighborhood General-HD, and Neighborhood Conservation-HD).
- **Certain Setbacks in the NCE-HD and NG-HD Districts (Sec. 5.15.5):** The amendments include increasing the side yard setbacks for certain building types in the NCE-HD district from five feet to eight feet to allow for a larger side yard for building appurtenances, such as stoops, stairs and service yards. They also include extending the maximum setback for the Village House front build-to zone in the NG-HD district from 15 feet to 20 feet to be consistent the Cottage, Medium House and Vernacular House building types.
- **Temporary Signs (Sec. 5.3.7):** The amendments are a correction to not require a Sign Permit for the following temporary signs: real estate/leasing, construction projects and campaign.

- **Exceptions to Public Notice Requirement (Sec. 3.2.4):** The purpose of these amendments is to 1) eliminate the requirement for public notice related to naming a *new* street (renaming a street, as provided in Sec. 3.16, would continue to have a public notice requirement); and, 2) eliminate the public notice requirement for a minor amendment to a Subdivision Plan associated with an active Development Plan, as the Development Plan already has a public notice requirement.

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

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

**Finding.** The proposed amendment has no relationship to this criterion.

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

**Finding.** The proposed amendment has no relationship to this criterion.

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

**Finding.** The proposed amendment has no relationship to this criterion.

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

**Finding.** The proposed amendment has no relationship to this criterion.

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

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

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

1. Approval of the application as submitted;
2. Approval of the application with amendments; or
3. Denial of the application as submitted.



**NEXT STEPS:**

UDO Text Amendment Procedure	Date	Complete
Step 1. Planning Commission Public Hearing and Recommendation	March 22, April 26, May 24 and June 28, 2023	✓
Step 2. Town Council – 1st Reading	July 11, 2023	✓
Step 3. Town Council Meeting – Final Reading and Public Hearing	August 8, 2023	✓

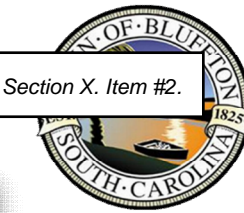
**ATTACHMENTS:**

1. Presentation
2. Proposed Ordinance and Amendments
3. Suggested Motion

# **Proposed Amendments to the Town of Bluffton Code of Ordinances, Chapter 23 – Unified Development Ordinance, Certain Amendments to Multiple Sections**

**Presentation to Town Council  
July 11, 2023  
First Reading  
Department of Growth Management  
Kevin P. Icard, AICP**

# Purpose of the Amendments



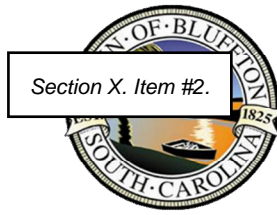
To support the Town's *Strategic Plan* to annually assess and propose amendments to the Unified Development Ordinance related to the "Community Quality of Life" strategic focus area.

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Planning Commission held public hearings in March, April, May & June



# *March Amendments*



## **Focus on Historic Preservation and Development Standards in Old Town Bluffton Historic District**

### **Sec. 3.18: Certificate of Appropriateness – Historic District**

- New or improved standards for new construction, alterations/additions, relocation and demolition

### **Sec. 3.25: Designation of a Contributing Resource**

- Provides a formal process to remove contributing resource designation

### **Sec. 5.15: Old Town Bluffton Historic District**

- Corrects formatting, typos, revises the minimum front build-to zones for certain building types in two zoning districts, and removes stand-alone large building footprint standards

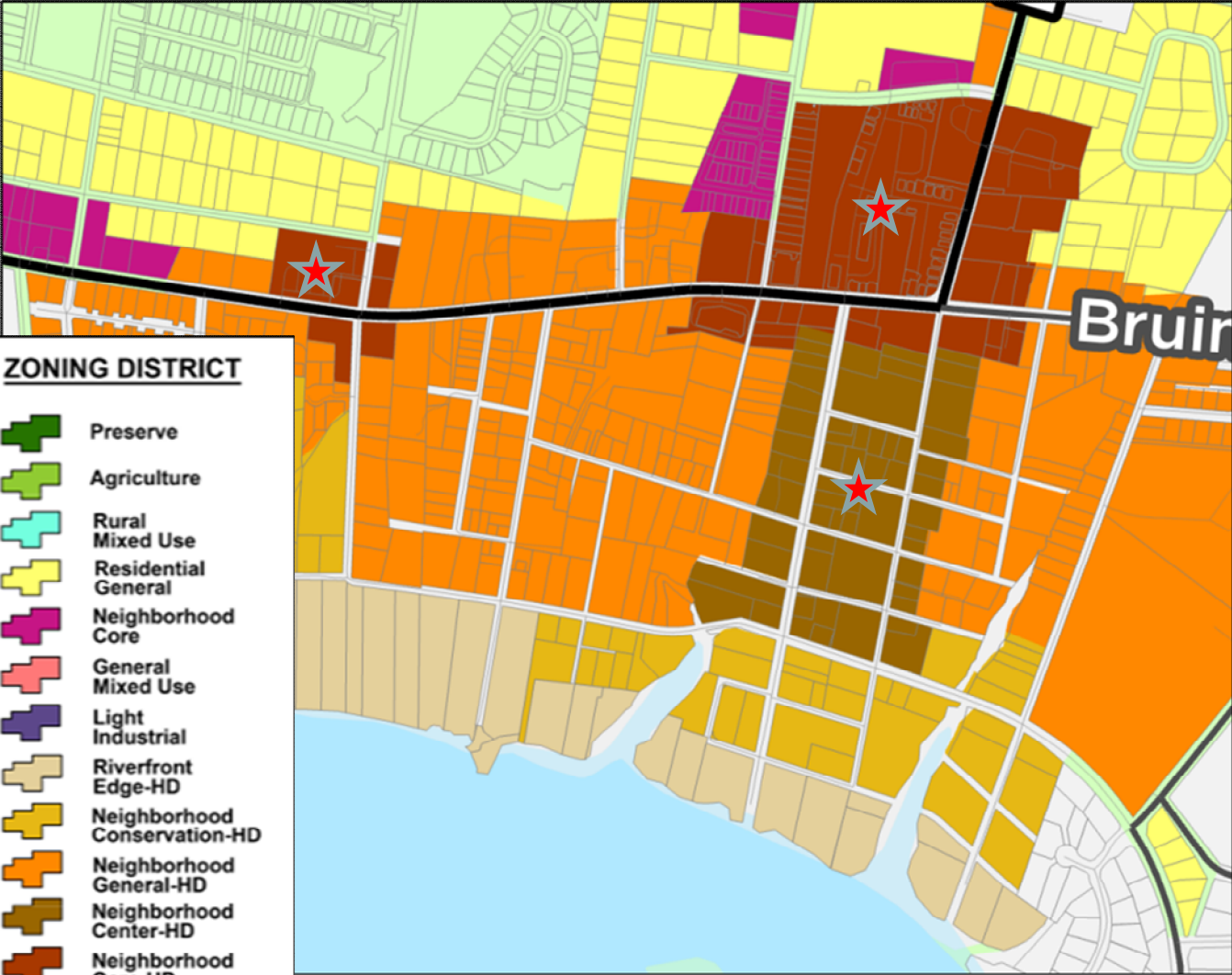
### **Sec. 5.15.8.F. (et al): Carriage House Building Form, Sheds & Garden Structures**

- Closes square footage gap for accessory structures between 121sf and 249sf

### **Sec. 9.2: Terms**

- Revises and updates definitions to support amendments

# Front Build-to Zone (NC-HD & NCE-HD)



ZONING DISTRICT



 Preserve



 Agriculture



 Rural Mixed Use



 Residential General



 Neighborhood Core



 General Mixed Use



 Light Industrial



 Riverfront Edge-HD



 Neighborhood Conservation-HD



 Neighborhood General-HD



 Neighborhood Center-HD



 Neighborhood Core-HD

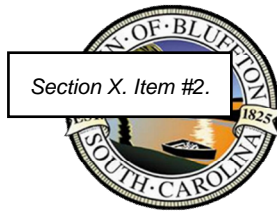


 Planned Unit Development

Neighborhood Core Building Type Requirements	Front Build-to Zone
Main Street Building	0'—10' 10'—20'
Commercial Cottage	5'—15' 10'—15'
Live-Work Sideyard	0'—5' 10'—15'
Duplex	5'—15' 10'—15'
Triplex	5'—15' 10'—15'
Mansion Apartment House	5'—15' 10'—25'
Civic Building	5'—25' 10'—25'
Additional Building Type	0'—25' 10'—25'

Neighborhood Center Building Type Requirements	Front Build-to Zone
Main Street Building	10'—25'
Commercial Cottage	5'—20' 10'—20'
Live-Work Sideyard	0'—5' 5'—10'
Duplex	5'—15' 10'—15'
Triplex	5'—15' 10'—15'
Mansion Apartment House	5'—15' 10'—25'
Cottage	5'—15' 10'—15'
Village House	5'—15' 10'—15'
Sideyard House	5'—10' 10'—15'
Vernacular House	10'—20'
Civic Building	5'—25' 10'—25'
Additional Building Type	10'—25'

# April Amendments



## Sec. 3.14: Certificate of Construction Compliance

- Strengthens requirements to obtain a Temporary CCC, including requiring 75% of site or phase to be completed before a Building Permit can be obtained (presently, “substantially complete”); a

## Outdoor Sales (Definition and Conditions)

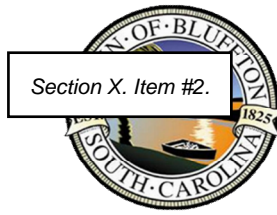
- Improves conditions related to display, location, time and area size; expands the type of merchandise that can be sold beyond agricultural, seafood, and seasonal products.

## Sec. 5.11: Parking

- Allows compact parking spaces for non-residential uses only when there are 25 or more parking spaces– reduces percentage from 25% to 10%; eliminates ability to use public parking facilities within 500 feet from counting towards required parking; changes the number of parking spaces to be provided from maximum to minimum; eliminates golf carts spaces from counting towards required parking.



# April Amendments



## Article 7, Nonconformities

- Removes requirement and burden that UDO Administrator must determine that an illegal nonconformity would “adversely impact” public health, safety or welfare—could make removal or abatement more difficult; would require that any change to an illegal nonconformity comply with UDO.

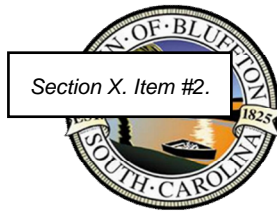
## Sec. 9.2, Family and Single Household Unit Definitions

- Updates current definition of “Family” to be more expansive to include domestic partnerships, foster children. A “Single Household Unit” may be considered “Family” if certain criteria can be met. A definition of Single Household Unit is proposed.

## Sec. 9.4, Residential Use Descriptions

- Updates the definition of “Accessory Dwelling Unit” to include elements that must be included allows for attached and detached units; proposes allowing “Single-Family Attached Dwelling” units on separate or same lot, requiring ground floor access to each unit.

# May Amendments



## Sec. 3.17: Certificate of Appropriateness – Highway Corridor Overlay District

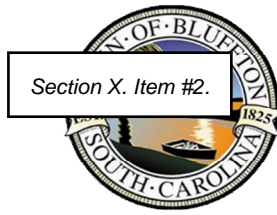
- Requires an approved Final Development Plan before COFA-HCO review by the Planning Commission

## Sec. 5.8 Lot and Building Standards:

- “Housekeeping” Items
- **Light Industrial (LI) District:** Removes from Large Lot Types (Multi-family, Mixed Use and Large Commercial) and Adds the Removed LI District to Medium Lot Types (Multi-family and Mixed Use)
- **Large Mixed Use Lot Type Rear Yard Setback:** Increases from 10 feet to 30 feet
- **Story Height Reduction:** For Large Commercial and Civic Lots, reduces stories from 5 to 4



# June Amendments



## Sec. 3.2.3: Public Notice

Removes:

- Published notice requirement for demolition of any structure in Old Town Bluffton Historic District (posted site notice required);
- Posting requirement for *published* notice at Town Hall, the Town website and registrants
- Public notice requirement for Street Naming and minor amendments to a Subdivision Plan associated with an *active* Development Plan.

## Sec. 5.13: Signs

- Identifies the maximum number of flags to be allowed within the Old Town Bluffton Historic District zoning districts (two).
- Prohibits “flutter signs” or “feather signs”
- Exempts construction project, real estate and campaign signs from Sign Permit requirement

# June Amendments

## Sec. 5.15.8.: Addition of Medium House Type (Old Town Bluffton Historic District)

Addresses need for a residential building type of 1-2 stories



Village House (2 – 2.5 stories)



Medium House (1 - 2 stories)

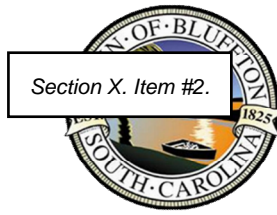


Vernacular House (1.5 stories)

## Sec. 5.15.5: General Standards for OTBHD

- Establishes standards for Medium House Type
- Increases side yard setbacks for several building types from 5 ft. to 8 ft.

# Text Amendment Review Criteria



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

The amendment has no relationship to this criterion.

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

The amendment has no relationship to this criterion.

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

The amendment has no relationship to this criterion.

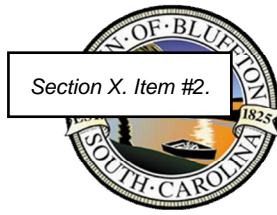
4. **Section 3.5.3.D. Impact of the proposed amendment on the provision of public services.**

The amendment has no relationship to this criterion.

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

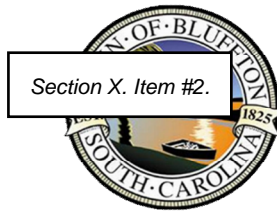
Complies.

# *Planning Commission Recommendation*



- **March 22:** Approve (7-0) with three revisions as noted in staff report.
- **April 27:** Approve (5-0) with three revisions as noted in staff report.
- **May 24:** Approve (6-0) as recommended by staff.
- **June 28:** Approve (7-0) as recommended by staff.

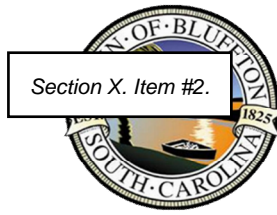
# *Town Council Action*



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

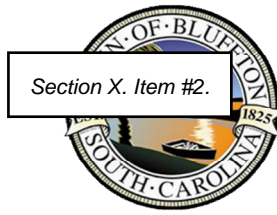
1. Recommend approval the application as submitted;
2. Recommend approval the application with amendments; or
3. Recommend denial the application as submitted.

# Next Steps



UDO Text Amendment Procedure	Date	Complete
Step 1. Planning Commission Public Hearing and Recommendation	March 22, April 26, May 24 and June 28, 2023	✓
Step 2. Town Council – 1st Reading	July 11, 2023	✓
Step 3. Town Council Meeting – Final Reading and Public Hearing	August 8, 2023	✓

# Proposed Motion



*“I move to **[Approve, Approve with amendments, Deny]** certain amendments to the Town of Bluffton Code of Ordinances Chapter 23 – Unified Development Ordinance, Article 3 – Application Process, Sec. 3.2 (General Application Approval Process), Sec. 3.14 (Certificate of Construction Compliance), Sec. 3.17 (Certificate of Appropriateness-Highway Corridor Overlay), Sec. 3.18 (Certificate of Appropriateness-Historic District), Sec. 3.19 (Site Feature-Historic District Permit) and Sec. 3.25 (Designation of Contributing Resources); Article 4 – Zoning Districts, Sec. 4.4.(Conditional Use Standards); Article 5 – Design Standards, Sec. 5.8 (Lot and Building Standards), Sec. 5.11 (Parking), Sec. 5.13 (Signs) and Sec. 5.15 (Old Town Bluffton Historic District); Article 7 - Nonconformities; Article 9 – Definitions and Interpretations, Sec. 9.2 (Defined Terms); Sec. 9.3 (Interpretation of Dimensional Standards); Sec. 9.4.1 (Description of Land Use and Buildings)*

# *QUESTIONS & DISCUSSION*



ORDINANCE NO. 2023 – \_\_\_\_\_

TOWN OF BLUFFTON, SOUTH CAROLINA

**AN ORDINANCE AMENDING THE TOWN OF BLUFFTON’S MUNICIPAL CODE OF ORDINANCES, CHAPTER 23, UNIFIED DEVELOPMENT ORDINANCE, ARTICLE 3 – APPLICATION PROCESS, SEC. 3.2 (GENERAL APPLICATION APPROVAL PROCESS), SEC. 3.14 (CERTIFICATE OF CONSTRUCTION COMPLIANCE), SEC. 3.17 (CERTIFICATE OF APPROPRIATENESS - HIGHWAY CORRIDOR OVERLAY), SEC. 3.18 (CERTIFICATE OF APPROPRIATENESS - HISTORIC DISTRICT), SEC. 3.19 (SITE FEATURE – HISTORIC DISTRICT PERMIT) AND SEC. 3.25 (DESIGNATION OF CONTRIBUTING RESOURCES); ARTICLE 4 - ZONING DISTRICTS, SEC. 4.4 (CONDITIONAL USE STANDARDS); ARTICLE 5 - DESIGN STANDARDS, SEC. 5.8 (LOT AND BUILDING STANDARDS), SEC. 5.11 (PARKING), SEC. 5.13 (SIGNS) AND SEC. 5.15 (OLD TOWN BLUFFTON HISTORIC DISTRICT); ARTICLE 7 – NONCONFORMITIES; ARTICLE 9 – DEFINITIONS AND INTERPRETATIONS, SEC. 9.2 (DEFINED TERMS), SEC. 9.3 (INTERPRETATION OF DIMENSIONAL STANDARDS), AND SEC. 9.4 (DESCRIPTION OF USES OF LAND AND BUILDINGS)**

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

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

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

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

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

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

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

**WHEREAS**, the Town of Bluffton Town Council desires to amend the Unified Development Ordinance, Article 3 – Application Process, Sec. 3.2 (General Application Approval Process), Sec. 3.14 (Certificate of Construction Compliance), Sec. 3.17 (Certificate of Appropriateness-Highway Corridor Overlay), Sec. 3.18 (Certificate of Appropriateness-Historic District), Sec. 3.19 (Site Feature-Historic District Permit) and Sec. 3.25 (Designation of Contributing Resources); Article 4 – Zoning Districts, Sec. 4.4 (Conditional Use Standards); Article 5 – Design Standards, Sec. 5.8 (Lot and Building Standards), Sec. 5.11 (Parking), Sec. 5.13 (Signs) and Sec. 5.15 (Old Town Bluffton Historic District); Article 7 - Nonconformities; Article 9 – Definitions and Interpretations, Sec. 9.2 (Defined Terms), Sec. 9.3 (Interpretation of Dimensional Standards), and, Sec. 9.4 (Description of Uses of Land and Buildings) to improve processes and development standards.

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

SECTION 1. AMENDMENT. The Town of Bluffton hereby amends the Code Ordinances for the Town Of Bluffton, South Carolina by adopting and incorporating certain amendments to Chapter 23 – Unified Development Ordinance, including amendments to the following sections: Article 3 – Application Process, Sec. 3.2 (General Application Approval Process), Sec. 3.14 (Certificate of Construction Compliance), Sec. 3.17 (Certificate of Appropriateness-Highway Corridor Overlay), Sec. 3.18 (Certificate of Appropriateness-Historic District), Sec. 3.19 (Site Feature-Historic District Permit) and Sec. 3.25 (Designation of Contributing Resources); Article 4 – Zoning Districts, Sec. 4.4 (Conditional Use Standards); Article 5 – Design Standards, Sec. 5.8 (Lot and Building Standards), Sec. 5.11 (Parking), Sec. 5.13 (Signs) and Sec. 5.15 (Old Town Bluffton Historic District); Article 7 - Nonconformities; Article 9 – Definitions and Interpretations, Sec. 9.2 (Defined Terms), Sec. 9.3 (Interpretation of Dimensional Standards), and, Sec. 9.4 (Description of Uses of Land and Buildings) as shown on Exhibit A attached hereto and fully incorporated herein by reference.

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

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

DONE, RATIFIED AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

This Ordinance was read and passed at first reading on **July 11, 2023**.

\_\_\_\_\_  
Lisa Sulka, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Marcia Hunter, Town Clerk  
Town of Bluffton, South Carolina

A public hearing was held on this Ordinance on **August 8, 2023**.

\_\_\_\_\_  
Lisa Sulka, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Marica Hunter, Town Clerk  
Town of Bluffton, South Carolina

This Ordinance was passed at second reading held on **August 8, 2023**.

\_\_\_\_\_  
Lisa Sulka, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Marcia Hunter, Town Clerk  
Town of Bluffton, South Carolina

**EXHIBIT A****Sec. 3.2, General Application Approval Process****Sec. 3.2.3, Public Hearing Notice**

Specific applications are subject to public hearing notice requirements as set forth in this Section. Upon acceptance of an application that requires a public hearing, the UDO Administrator shall fix a reasonable date and time for the public hearing. Notice of public hearing requirements are as follows:

- A. **Timing of Public Hearing Notice Requirements.** Public notice as set forth in this Section shall be provided not less than the following number of calendar days prior to the public hearing:

Application Type	Newspaper Posting	Posting of Property	Certified Mailing to Surrounding Property Owners
Comprehensive Plan Amendment <sup>1</sup>	30	-	-
Zoning Map Amendment <sup>1</sup>	15	15	15
UDO Text Amendment <sup>1</sup>	15	-	-
Special Exception <sup>2</sup>	15	15	15
Variance <sup>2</sup>	15	15	15
Planned Unit Development (PUD) – Concept Plan <sup>1</sup>	15	-	-
Street Renaming <sup>3</sup>	15	-	15
Certificate of Appropriateness – Historic District Demolition <sup>4</sup>	15	15	-
Designation <del>or Delisting of a</del> Contributing Resource <sup>4</sup>	15	15	-

<sup>1</sup> A Public Hearing shall be held by both Planning Commission and Town Council.

<sup>2</sup> A Public Hearing shall be held by the Board of Zoning Appeals.

<sup>3</sup> A Public Hearing shall be held by the Planning Commission.

<sup>4</sup> A Public Hearing shall be held by the Historic Preservation Commission.

- B. **Newspaper Posting.** When required, the UDO Administrator shall cause notice of the public hearing to be published in a newspaper of general circulation in the Town not less than the number of days prior to the public hearing as specified in the preceding table. Notices shall also be ~~electronically published on the Town of Bluffton website, posted at Town Hall, and~~ distributed ~~either in hardcopy or electronically~~ to any person, agency, or organization registered to receive such notifications.

- B. **Posting of Property.** When required, the UDO Administrator shall cause a conspicuous notice of public hearing sign to be posted not less than the number of days prior to the public hearing as specified in the preceding table on or adjacent to the subject property, with at least one such notice being visible from each public thoroughfare that abuts the property. If the subject property does not abut a public thoroughfare, such sign shall be posted on the public thoroughfare from

which the subject property is accessed. All signs shall be removed by the Town within 30 days of conducting the public hearing.

- D. **Certified Mailing to Surrounding Property Owners.** To help assure surrounding property owners are provided adequate public notice of a public hearing on an application, surrounding property owners shall be notified as follows:
1. The Applicant shall send notice of the public hearing by certified US mail not less than the number of days prior to the public hearing as specified in the preceding table to all owners of real property within 250 feet of the subject property. The UDO Administrator shall provide the applicant with the names and addresses of the surrounding property who are to **received** mailed notice, and shall provide the applicant with a sample public hearing notification letter. The Applicant shall submit the original Certified Mailing receipts for the mailed notices to the UDO Administrator not less than seven **(7)** days prior to the public hearing.
- E. **Public Notice Compliance.** Failure to comply with the public notice requirements shall result in the removal of an application from the public hearing meeting agenda. Any rescheduled public hearing on an application shall be subject to subsequent compliance with all public notice requirements.

**Sec. 3.2.4, Public Notice for All Applications**

Specific applications are subject to public notice requirements as set forth in this Section.

- A. Public Notice Requirement. *[No changes]*
- B. Exceptions. The public notice requirements of Section 3.2.4.A. are not required for the following applications:
1. Any application for which a Public Hearing Notice is required pursuant to Section 3.2.3 of this Ordinance;
  2. A minor amendment to a previously approved PUD Master Plan pursuant to Section 3.9.6.A;
  3. A minor amendment to a previously approved Development Plan pursuant to Section 3.10.6.A;
  4. A minor amendment to a previously approved Subdivision Plan **or a minor amendment to a Subdivision Plan associated with an active Development Plan** pursuant to Section 3.11.6.A.;
  5. An application for an Exempt Plat Stamp pursuant to Section 3.12;
  6. An application for a Development Surety Application pursuant to Section 3.13;
  7. An application for Certificate of Construction Compliance pursuant to Section 3.14;
  8. **An application for Street Naming pursuant to Section 3.15;**

- 8- 9.

An application for an amendment to a previously approved Certificate of Appropriateness – Highway Corridor Overlay (HCO) provided that the UDO Administrator determines that the proposed revision complies with the standards of this Ordinance and does not substantially alter the basic design approved by the Planning Commission pursuant to Section 3.17.5.B; and,
- 9- 10.

An application for an amendment to a previously approved Certificate of Appropriateness – Historic District (HD) provided that the UDO Administrator determines that the proposed revision complies with the standards of this Ordinance and does not substantially alter the basic design approved by the Historic Preservation Commission pursuant to Section 3.18.6.B.

Sec. 3.14, Certificate of Construction Compliance

3.14.1 Intent

This Section is intended to provide procedures and standards for the review of Certificate of Construction Compliance Applications. ~~Review of Certificate of Construction Compliance Applications will help ensure that all site improvements required by the development plan have been made.~~ The Certificate of Construction Compliance process ensures that all site improvements, including landscaping, comply with the approved Final Development Plan and are completed.

3.14.2 Applicability

The regulations set forth in this Section shall apply to any development which is subject to a Development Plan approval pursuant to the provisions of this Article.

3.14.3 Application Review Criteria

The UDO Administrator shall consider the following criteria in assessing an application for Certificate of Construction Compliance:

- A. Compliance with all applicable provisions of this Ordinance, including Subdivision and/or Development Plan approval requirements, as applicable;
- B. Compliance with all requirements of the approved Final Development Plan; ~~and~~
- C. ~~The approved development must be able to function alone with all required infrastructure including, but not limited to, access drives, parking, drainage facilities, utilities, and required landscaping/tree planting.~~ The approved site or phase must be able to function on its own with all required infrastructure, including but not limited to vehicular and pedestrian facilities, stormwater facilities, utilities, and landscaping; and,
- D. The application complies with applicable requirements in the Applications Manual.

3.14.4 Effect and Expiration of Approvals

~~Following issuance of a Certificate of Construction Compliance, the Applicant may apply for a Building Permit. A Building Permit shall not be issued for any residential structure, nor shall a Certificate of Occupancy be issued for any commercial structure by the Town of Bluffton until a Certificate of Construction Compliance has been issued for the site or phase thereof in which the building is located.~~

~~A. A Temporary Certificate of Construction Compliance may be issued and valid for a maximum of one year if the following conditions are met:~~

- ~~1. Development is substantially complete and the site is in a safe, accessible, and useable condition as determined by the UDO Administrator;~~
- ~~2. Upon providing financial guarantees in accordance with this Article assuring completion of all requirements of the approved Development Plan; and~~
- ~~3. The application must comply with applicable requirements in the Applications Manual.~~

**A. Temporary Certificate of Construction Compliance.**

1. If improvements and landscaping have not been completed as described herein, an application for a Temporary Certificate of Construction Compliance may be approved by the UDO Administrator for a maximum of one year from date of issuance when the following conditions are met:

- a. Unless otherwise provided in an approved and valid development agreement, the site or phase shall be seventy-five (75%) percent complete as referenced to the monetary value of the improvements, including landscaping. The existing construction cost estimate must be current to within twelve (12) months of the approved construction cost estimate. If the time period is exceeded, the construction cost estimate shall be updated and approved by the UDO Administrator.
- b. The site or phase shall be in safe, accessible, and useable condition as determined by the UDO Administrator.
- c. The Applicant shall provide financial guarantees in accordance with this Article and assure completion of all requirements of the approved Final Development Plan; and,
- d. The application must comply with applicable requirements in the Applications Manual.

2. If a Temporary Certificate of Construction Compliance is approved by the UDO Administrator, an application for a Building Permit can be made. Before a Certificate of Occupancy can be issued, a Final Certificate of Construction Compliance must be approved.

**B. Final Certificate of Construction Compliance.** When the required improvements, including landscaping, have been completed and a Final Certificate of Construction Compliance approved for the site or phase where the building is located, a Certificate of Occupancy can be issued.

Sec. 3.17 Certificate of Appropriateness – Highway Corridor Overlay (HCO)

3.17.3 Application Review Criteria

- The Planning Commission shall consider the following criteria in assessing an application for Certificate of Appropriateness HCO:
- A. The application must be in conformance with the applicable landscaping, lighting, and architectural provisions provided in Article 5, Design Standards;
  - B. The application must be in conformance with the approved Development Agreement, ~~PUD~~ Concept Plan, ~~PUD~~ Master Plan, Final Development Plan, Subdivision Plan, ~~or~~ and any other agreements or plans, ~~that are~~ as applicable; and
  - C. The application must comply with applicable requirements in the Applications Manual.

3.18 Certificate of Appropriateness – Historic District (HD)

3.18.1 Intent

~~This Section is intended to provide procedures and standards to facilitate the review of Certificate of Appropriateness Applications within the Old Town Bluffton Historic District (HD) designated zoning districts. Review of Certificate of Appropriateness Applications HD shall consider the following objectives:~~

- ~~A. Maintenance of the educational, cultural and general welfare of the public through the preservation, protection and enhancement of Historic Resources and Old Town Bluffton Historic District;~~
- ~~B. Maintenance of Contributing Resources as visible reminders of the history and cultural heritage of the Town of Bluffton as well as the Lowcountry region in accordance with the standards set forth in the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings; and~~
- ~~C. Ensure that proposed activities foster the development of quality and innovative designs that respect and complement the eclectic character of the Old Town Bluffton Historic District.~~

This Section provides procedures and criteria to facilitate the review of Certificates of Appropriateness – Historic District (HD) applications within Old Town Bluffton Historic District (HD) zoning districts. The COFA-HD ensures that the historic, cultural, and general welfare of Old Town Bluffton Historic District is protected and preserved and that infill development that respects and complements the eclectic character of the district is fostered.

3.18.2 Applicability

~~3.18.2 Applicability Except for the removal or replacement of an existing manufactured home, no structure located within a HD designated zoning district or constructed 50 or more years ago within the limits of the Town, may be erected, renovated, demolished, relocated or removed, in whole or in~~



~~part, nor may the exterior architectural character of such structure be altered until a Certificate of Appropriateness HD has been issued for the project. The Historic Preservation Commission shall review applications for a Certificate of Appropriateness HD for any activity which:~~

- ~~A. Increases the area of the structure or building footprint;~~
- ~~B. Results in the cutting away of any exterior wall, partition, or portion thereof;~~
- ~~C. The removal or cutting of any structural beam or load-bearing support or the removal or change of any required means of egress;~~
- ~~D. Changes in fenestration location;~~
- ~~E. Requires a development plan or demolition permit;~~
- ~~F. Results in the alteration of the exterior architectural character; and,~~
- ~~G. Is not otherwise able to be reviewed through a Site Feature Permit~~ HD.3.18.3 Application Review Criteria Any application for a Public Project located in the Old Town Bluffton Historic District shall be reviewed “for comment only” by the Historic Preservation Commission (HPC) using the criteria in Section 3.18 Certificate of Appropriateness — Historic District (HD). The UDO Administrator will maintain approval authority and may consider the comments of the HPC. The application shall not require a Certificate of Appropriateness HD to proceed.

A. The Historic Preservation Commission shall review applications for a Certificate of Appropriateness-HD for new construction, alterations, relocation or demolition of structures and other activities as may be described herein and that are not otherwise able to be reviewed through a Site Feature-Historic District Permit.

Except for the replacement or demolition of an existing manufactured home, no structure located within Old Town Bluffton Historic District can be constructed, altered, relocated, or demolished, in whole or in part, without an approved Certificate of Appropriateness-HD.

B. Any application for a Public Project located in Old Town Bluffton Historic District shall be reviewed “for comment only” by the Historic Preservation Commission using the criteria in this Section. The UDO Administrator will maintain approval authority and may consider the comments of the Historic Preservation Commission. The application shall not require a Certificate of Appropriateness-HD to proceed.

**3.18.3 Application Review Criteria** Review Criteria for New Construction and Alterations

The Historic Preservation Commission shall consider the following criteria in assessing an application for Certificate of Appropriateness HD:

- ~~A. Consistency with the Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings;~~
- ~~B. Consistency with the principles set forth in the Old Town Bluffton Master Plan;~~
- ~~C. The application must be in conformance with applicable provisions provided in Article 5, Design Standards;~~

~~D. The nature and character of the surrounding area and consistency of the resource with the scale, form and building proportions of the surrounding neighborhood;~~

~~E. Preservation of the existing building's historic character and architecture;~~

~~F. The historic, architectural, and aesthetic features of the resource including the extent to which its alteration or removal would be detrimental to the public interest;~~

~~G. For an application to demolish, either in whole or in part, any Contributing Structure, the Historic Preservation Commission shall consider: 1. The existing and historical ownership and use and reason for requesting demolition; and 2. Information that establishes clear and convincing evidence that: a. The demolition of the structure is necessary to alleviate a threat to public health or public safety; and b. No other reasonable alternatives to demolition exist; and c. The denial of the application, as a result of the regulations and standards of this Section, deprive the Applicant of reasonable economic use of or return on the property;~~

~~H. The application must comply with applicable requirements in the Applications Manual.~~

To maintain the unique and historic character of Old Town Bluffton Historic District, new construction and alterations shall be consistent with the standards, criteria and guidelines developed for the district. The Historic Preservation Commission shall consider the following criteria in its consideration of an application for a Certificate of Appropriateness-HD for new construction and alterations:

1. Consistency with applicable principles set forth in the *Old Town Bluffton Master Plan* and *Town of Bluffton Comprehensive Plan*;
2. Conformance with the approved Final Development Plan, Subdivision Plan, and any other agreements or plans that are applicable;
3. Conformance with applicable provisions in Article 5, Design Standards;
4. Demonstration of a compatible visual relationship between new construction or alterations and existing buildings, streetscapes and open spaces. A compatible visual relationship must be generally of a similar structural mass, scale, height, proportion, directional expression of the principal elevation and rhythm of spacing, as applicable;
5. Compliance with applicable requirements in the Applications Manual.

In addition to 1-5 above and as applicable, the Historic Preservation Commission shall consider the following criteria for a Contributing Resource:

6. Compliance with the *U.S. Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Structures*;
7. Demonstration that historic architectural features will be preserved to maintain the resource as a Contributing Resource to the Old Town Bluffton Historic District. Additions shall not destroy any features that characterize the Contributing Resource. New work shall be differentiated and shall be compatible with the size, scale, material and character of the property and surroundings.
8. Demonstration that any new additions will be undertaken in such a manner that the essential form and integrity of the structure would be unimpaired if such additions were to be removed in the future; and,
9. In the case of a Contributing Resource approved for relocation, the relocated structure should be sited as close to the original site as possible, in a setting similar to its historic placement including

lot coverage, building orientation and setback from the street. The new foundation should match the original foundation in height, design, and materials.

**3.18.4 Demolition of a Contributing Structure Review Criteria for Relocation of Structures**

~~A. In addition to the Application Review Criteria set forth in Section 3.18.3, in reviewing and recommending action on, or approving, approving with conditions, or denying, applications that include the demolition of any Contributing Structure, either in whole or in part, the Historic Preservation Commission may find that the preservation and protection of the Contributing Structure and the public interest will best be served by postponing the demolition for a designated period not to exceed 180 days. During the period of postponement, the Historic Preservation Commission shall consider what alternatives to demolition may exist and then, as appropriate, make such recommendations to Town Council and the Applicant. Such consideration by the Historic Preservation Commission shall, at a minimum, include the following:~~

- ~~1. Alternatives for preservation of the structure, either in whole or in part, including consultation with civic groups, interested private citizens, and other boards or agencies (both public and private); or,~~
- ~~2. If other alternatives for preservation cannot be identified and the preservation of a given structure is clearly in the interest of the general welfare of the community and of certain historic and architectural significance, investigation of the potential use of the power of eminent domain by the Town to acquire the property.~~

~~B. If after the postponement period has expired and an alternative for preservation has not been recommended, action regarding the application shall be taken in accordance with this Section at the next regularly scheduled Historic Preservation Commission meeting.~~

**A. Review Criteria for Relocation**

**1. Non-contributing Structures**

The relocation of non-contributing structures into or within Old Town Bluffton Historic District shall be reviewed as new construction and the criteria in Sec. 3.18.3. shall be applied.

**2. Contributing Structures**

The relocation of any structure that is a Contributing Resource is detrimental to the integrity of Old Town Bluffton Historic District and, where applicable, the Bluffton National Register Historic District, as significance of the resource is embodied in location, context, and setting, as well as the resource itself. Relocation of a Contributing Resource may destroy the relationship between the resource and its surroundings, associations with historic events and persons, historic features (such as landscaping, foundation, chimneys), and known or potential archaeological resources. Relocation may also create a false sense of historic development. For these reasons, relocation of a Contributing Resource that is individually listed in the National Register of Historic Places, contributes to the Bluffton National Register Historic District, or that was designated as contributing to the Old Town Bluffton Historic District on or after June 19, 2007 should not be permitted except in extraordinary circumstances. The below items shall be provided by the Applicant and reviewed by the

Historic Preservation Commission in its consideration of an application for a Certificate of Appropriateness-HD for relocation of a Contributing Resource:

- a. The construction date, history of ownership, development, use(s), any other pertinent history of the Contributing Resource, and the reason for the relocation;
- b. An explanation of all on-site alternatives that were explored and why they are not feasible;
- c. Evidence that one or more extraordinary circumstances exists to support relocation;
- d. Information regarding the proposed relocation site and its proximity to the original location and how the relocation site will approximate the historic character and development of the original location; and,
- e. A report prepared by a State of South Carolina registered professional structural engineer with demonstrated experience in historic preservation as to the structural soundness of the Contributing Resource and its ability to be relocated intact without irreparable harm, supported by findings. If the report finds that intact relocation is not possible, findings shall also be provided for relocation by partial or complete disassembly of the Contributing Resource for reassembly in another location without irreparable loss of Historic Integrity.

**B. Review Process for Relocation**

1. A proposed relocation shall be reviewed as new construction applying the applicable criteria in Section 3.18.3.
2. If the Historic Preservation Commission approves relocation of a Contributing Resource, the approval shall be conditional until an approved Certificate of Appropriateness-HD for the receiving site is obtained. When applicable, an approved Final Development Plan for the receiving site must also be obtained before the Contributing Resource can be relocated.
3. The process for relocation and documentation of a Contributing Resource shall comply with relocation guidelines approved by Town Council.

**3.18.5 Effect and Expiration of Approvals** **Review Criteria for Demolition**

**A. Approval:**

- ~~1. Following approval of an application for a Certificate of Appropriateness HD the Applicant may apply for a building permit or any other plan approval, if applicable. In the event such additional approvals are not applicable or necessary, the Applicant may commence the activity(ies) as authorized by the approved application.~~
- ~~2. Following approval of an application for a Certificate of Appropriateness HD that includes the demolition, either in whole or in part, of any Contributing Structure and prior to the commencement of any demolition activities, the Applicant shall document the structure according to the documentation standards of the Historic American Building Survey and the Historic American Engineering Record for archival purposes and submit such recording to the UDO Administrator for review and approval.~~

~~B. Expiration. Approval of a Certificate of Appropriateness HD shall expire two years from the date of its issue unless an appreciable amount of improvement or development commences and proceeds to completion in a timely and customary manner in accordance with the Certificate of Appropriateness HD.~~

#### A. Review Criteria for Demolition

##### 1. Non-contributing Structures

The below items shall be provided by the Applicant and reviewed by the Historic Preservation Commission in its consideration of a request for demolition of any structure, in whole or in part, in Old Town Bluffton Historic District that is not designated as a Contributing Resource:

- a. The construction date, history of ownership, development, use(s), and the reason for the demolition request; and,
- b. Compliance with all applicable requirements in the Applications Manual.

##### 2. Contributing Structures

The demolition of any structure that is a Contributing Resource, either in whole or in part, is detrimental to the integrity and status of Old Town Bluffton Historic District and, where applicable, the Bluffton National Register Historic District, as significance of these districts is embodied by their contributing resources. Demolition of a Contributing Resource that is individually listed in the National Register of Historic Places, contributes to the Bluffton National Register Historic District, or that was designated as contributing to the Old Town Bluffton Historic District on or after June 19, 2007, should not be permitted except in extraordinary circumstances and when all preservation alternatives have been exhausted. The below items shall be provided by the Applicant and reviewed by the Historic Preservation Commission in its consideration of an application for a Certificate of Appropriateness-HD for demolition of a Contributing Resource, either in whole or in part:

- a. The construction date, history of ownership, development, use(s), and other pertinent history of the Contributing Resource, and the reason for the request;
- b. A report prepared by a State of South Carolina registered professional structural engineer with demonstrated experience in historic preservation detailing the structural soundness of the Contributing Resource supported by findings, including clear and convincing evidence that demolition is necessary, in whole or in part, to alleviate a threat to public health or public safety;
- c. Evidence that demolition is required to avoid exceptional practical difficulty or undue hardship upon the owner of the property and that no other reasonable alternatives to demolition exist, including but not limited to relocation. If exceptional practical difficulty or undue hardship is claimed, evidence shall be provided to demonstrate that the applicant did not have the opportunity to discover the nature of the difficulty or undue hardship and that application of the standards would deprive the applicant of reasonable use and economic return on the property. The applicant should provide, at a minimum, the following information:
  - (1) Nature of ownership (individual, business, or nonprofit) or legal possession, custody, and control;
  - (2) Financial resources of the owner and/or parties in interest.

- (3) Cost of repairs;
- (4) Assessed value of land and improvements;
- (5) Real estate taxes for the previous two years;
- (6) Amount paid for the property, date of purchase, and party from whom purchased, including a description of the relationship between the owner and the person from whom the property was purchased, or other means of acquisition of title, such as by gift or inheritance;
- (7) Annual debt service, if any, for previous two (2) years received;
- (8) Any listing of the property for sale or rent, price asked, and offers received, if any;
- (9) In addition, for an income-producing property, the following information from the previous two years: the annual gross income from the property, itemized operating and maintenance expenses, and annual cash flow; and
- (10) The timeline and circumstances under which the applicant learned of the condition of the Contributing Structure which gave rise to the applicant's decision to request approval to demolish it.
- d. Consistency with applicable principles set forth in the *Old Town Bluffton Master Plan* and *Town of Bluffton Comprehensive Plan*; and,
- e. Compliance with all applicable requirements in the Applications Manual.

#### **B. Delay of Decision Regarding Demolition**

In considering the criteria for demolition, the Historic Preservation Commission may find that the preservation and protection of the Contributing Resource and the public interest will best be served by postponing a decision for a designated period not to exceed 180 days. During the period of postponement, the Historic Preservation Commission shall consider what alternatives to demolition may exist. Consideration by the Historic Preservation Commission shall include:

- 1. Alternatives for preservation of the structure, either in whole or in part, including consultation with civic groups, interested private citizens, and other boards or agencies (both public and private); and,
- 2. If other alternatives for preservation cannot be identified, including relocation, and the preservation of the Contributing Resource is clearly in the interest of the general welfare of the community, investigation of the potential of the Town to acquire the property.

#### **C. Review Process for Demolition**

- 1. The proposed demolition shall be reviewed applying the applicable criteria in Section 3.18.5.A.
- 2. In granting a Certificate of Appropriateness-HD for demolition, the Historic Preservation Commission may impose such reasonable and additional conditions, which may include disassembly of historic building components for re-use.
- 3. The process for demolishing a Contributing Resource, including documentation to be provided, shall comply with demolition guidelines approved by Town Council.

### **3.18.6 Amendments to Approvals Effect and Expiration of Approvals**

#### **3.18.6 Amendments to Approvals**

~~A. An Applicant who has been granted a Certificate of Appropriateness HD shall notify the UDO Administrator of any proposed amendments to approved plans.~~

~~B. Changes may be approved by the UDO Administrator if the proposed revision complies with the standards of this Ordinance and does not substantially alter the basic design approved by the Historic Preservation Commission. C. If the UDO Administrator determines that the requested modification to the approved plans substantially deviates from the basic design approved by the Historic Preservation Commission in accordance with the Certificate of Appropriateness HD, a new, separate application shall be submitted.~~

Approval of a Certificate of Appropriateness-HD shall expire two years from the date of approval unless an appreciable amount of improvement or development commences, as determined by the UDO Administrator, and proceeds to completion in a timely and customary manner in accordance with the Certificate of Appropriateness HD.

**3.18.7 Amendments to Approvals**

- A. An Applicant who has been granted a Certificate of Appropriateness HD shall notify the UDO Administrator of any proposed amendments to approved plans.
- B. Changes may be approved by the UDO Administrator if the proposed revision complies with the standards of this Ordinance and does not substantially alter the approval by the Historic Preservation Commission.
- C. If the UDO Administrator determines that the requested modification to the approved plans substantially deviates from the approval by the Historic Preservation Commission in accordance with the Certificate of Appropriateness HD, a new application shall be submitted.

**3.19 Site Feature – Historic District (HD) Permit**

**3.19.2 Site Feature – Historic District Permit, Applicability**

- A. **Permit Required.** A Site Feature - Historic District (HD) Permit is required for the following:
- 1. Sign, to include new signs, modifications to existing signs, or replacement of existing signs. Certain signs, as indicated in Sec. 5.13.3, are exempt from the Site-Feature-Historic District (HD) Permit requirement.
  - 2. Modifications or improvements to site elements such as changes to parking lots, sidewalks, landscaping, and lighting;
  - 3. Garden Structures and Sheds; as specified in Sec. 5.15.5;
  - 4. *[No change.]*
  - 5. *[No change.]*

Sec. 3.25 Designation of Contributing Resources

3.25 Designation and Delisting of Contributing Resources

3.25.1 Intent

This Section is intended to provide procedures and criteria to facilitate designation and delisting of Contributing Resources within Old Town Bluffton Historic District.

3.25.2 Applicability

Applications to designate or delist a Contributing Resources to or from the Old Town Bluffton Historic District may be initiated by the property owner, UDO Administrator, Historic Preservation Commission or Town Council. ~~When the applicant is not the property owner, written consent of the property owner is required at time of application.~~

3.25.3 Application Review Criteria to Designate a Contributing Resource or Resource of Exceptional Importance

- A. Except as provided elsewhere in this Section, any Contributing Resource ~~resource~~ that is at least 50 years old and retains integrity of location, design, setting, materials, workmanship, feeling, and association may be considered for a Contributing Resource designation by Town Council ~~upon a recommendation of the Historic Preservation Commission~~. At least one of the following criteria must be present:
1. The resource is associated with events that have made a significant contribution to the broad patterns of our history;

2. The resource is associated with the lives of persons significant in our past;

3. The resource embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction; or

4. The resource has yielded, or is likely to yield, information important in prehistory or history.
- B. Resources of Exceptional Importance
- Any resource that is less than 50 years old may be designated as a Contributing Resource by Town Council, ~~upon a recommendation of the Historic Preservation Commission~~, if the resource is of ‘exceptional importance.’ In consideration of the designation, ~~the Historic Preservation Commission~~ ~~and~~ Town Council shall consider the following:
1. Significance of the resource in history, architecture, archeology, engineering, or culture when evaluated within the historic context of the Town, State or Nation;



- 2. Integrity of location, design, setting, materials, workmanship, feeling and association of the resource, as applicable; and,
- 3. Compliance with Criterion G, as provided in the *National Register Bulletin: How to Apply the National Register Criteria for Evaluation*, as amended.

C. The application must comply with applicable requirements in the Applications Manual.

**3.25.4 ~~Effect of Approval~~ Application Review Criteria to Delist a Contributing Resource**

~~Upon designation, Town Council shall amend the ‘Contributing Resources’ map to include the approved Contributing Resource.~~

Any Contributing Resource that has ceased to meet the criteria for designation because any qualities which caused it to be originally designated have been lost or destroyed, or the designation criteria in Sec. 3.25.3.A. no longer applies, may be considered for delisting by Town Council. The application must comply with applicable requirements in the Applications Manual.

**3.25.5 Effect of Approval**

Upon designation or delisting, Town Council shall amend the ‘Contributing Resources’ map to include the approved Contributing Resource or remove the delisted Contributing Resource, as applicable.

**Sec. 4.4 Conditional Use Standards**

**4.4.2.A.1. Conditional Use Standards, Commercial Services, Outdoor Sales**

- ~~1. The following merchandise can be sold:
  - a. Agricultural goods,
  - b. Seafood, or
  - c. Seasonal Sales, such as Christmas trees or pumpkins.~~
- ~~2. Sales displays shall be arranged to leave at least five (5) feet of clear walkway for pedestrian circulation and shall not adversely impact vehicular access or circulation or unreasonably reducing parking.~~
- ~~3. Displays shall only be permitted during daylight hours.~~
- ~~4. Lighting of merchandise, signage, or any other elements of the outdoor sales area shall not be permitted.~~
- ~~5. No permanent improvements shall be made for the sole purpose of outdoor sales.~~
- ~~6. Tents shall not be used in the Old Town Bluffton Historic District.~~
- ~~7. All merchandise and sales displays shall be located on private property.~~
- 1. Except as otherwise provided in this UDO and the Town Code, all Outdoor Sales must be conducted in conjunction with the primary Retail Business being conducted on the premises and must comply with the following regulations:
  - a. The merchandise displayed outside shall be of the same type that are lawfully displayed and sold inside the business on the premises;

3. Certain time-limited Outdoor Sales, as indicated below and as provided by this Ordinance and the Town Code, may be conducted independent of a Retail Business. The UDO Administrator may provide conditional approval to ensure compliance with applicable provisions in Sec. 4.4.2.A.1.
- a. Sales of holiday-related items, such as Christmas trees, pumpkins, and similar items conducted for a period not to exceed 45 calendar days;
  - b. Seasonal sales of fresh agricultural and/or seafood products directly to the consumer. If located within a structure, the structure shall be temporary and open-air; and,
  - c. Sales related to a short-term special event or other Town-permitted organized activity, such as festivals, carnivals, farmers' markets, and celebrations and commemorations.

## Sec. 5.8 Lot and Building Standards

### Sec. 5.8.3 Standards

The existing or proposed use in combination with the lot width shall determine the lot type and applicable standards. Lot types shall only be permitted in those Districts listed. The maximum allowed density is based on the dimensional characteristics of the lot 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.

Table 5.8.3.A Lot Types by District																			
		Estate House Lot	Large House Lot	Medium House Lot	Small House Lot	Duplex House Lot	Small Townhouse Lot <sup>1</sup>	Large Townhouse Lot <sup>1</sup>	Live/Work Lot	Small Multi-family Lot	Medium Multi-family Lot	Large Multi-family Lot	Small Mixed-use Lot	Medium Mixed-use Lot	Large Mixed-use Lot	Small Commercial Lot	Large Commercial Lot	Industrial Lot	Civic Lot
PR																			•
AG	•																		•
RMU	•	•	•	•									•			•			•
RG	•	•	•	•	•	•	•	•											•
NC		•	•	•	•	•	•	•	♦	•	•		•	•		•			•
GM					•	•	•	•	♦		•	•	•	•	•	•	•		•
LI <sup>2</sup>		•						•			•	♦		•	♦	•	♦	•	•

Table 5.8.3.B Lot Standards							
Lot Type	Permitted In Districts	Lot Width/Building Width (if specified)	Building Setbacks <sup>2</sup>			Lot Coverage (max)	Height (min/ max in stories <sup>5</sup>
			Front <sup>3</sup>	Rear <sup>4</sup>	Side <sup>3, 4</sup>		
Estate House Lot	AG RMU RG	90 ft. min, no max	30 ft. min	40 ft. min.	15 ft. min	50%	1-3
Large House Lot	RMU RG NC LI	70 ft. min, 89 ft. max	12 ft. min 40 ft. max	30 ft. min.	10 ft. min	60%	1-3
Medium House Lot	RMU RG NC	50 ft. min.,69 ft. max	12 ft. min 30 ft. max	30 ft. min.	8 ft. min	60%	1-3
Small House Lot <sup>6</sup>	RG NC GM	40 ft. min., 49 ft. max	10 ft. min 24 ft. max	25 ft. min.	5 ft. min	65%	1-3
Duplex House Lot	RG NC GM	25 ft. min., 39 ft. max	10 ft. min 24 ft. max	20 ft. min.	0 ft. min. 5 ft. min. total	65%	1-3
Small Townhouse Lot <sup>1</sup>	RG NC GM	16 ft. min., 23 ft. max	0 ft. min 12 ft. max	10 ft. min.	0 ft. min.	80%	1-3

Table 5.8.3.B Lot Standards							
Lot Type	Permitted In Districts	Lot Width/Building Width (if specified)	Building Setbacks <sup>2</sup>			Lot Coverage (max)	Height (min/ max in stories <sup>5</sup>
			Front <sup>3</sup>	Rear <sup>4</sup>	Side <sup>3, 4</sup>		
Large Townhouse Lot <sup>1</sup>	RG NC GM LI	24 ft. min., 40 ft. max	0 ft. min 20 ft. max	10 ft. min.	0 ft. min.	70%	2-3
Small Multi-family Lot	NC GM	60 ft. min., 79 ft. max	10 ft. min 20 ft. max	10 ft. min.	6 ft. min.	80%	1-2
Medium Multi-family Lot	NC GM <u>LI</u>	80 ft. min., 119 ft. max	10 ft. min 25 ft. max	20 ft. min.	10 ft. min.	75%	2-3
Large Multi-family Lot	GM <u>LI</u>	120 ft. min., 600 ft. max, provided that no building may exceed 200 ft. in width	10 ft. min 24 ft. max	30 ft. min.	15 ft. min.	70%	2-4
Small Mixed-Use Lot	RMU NC GM	22 ft. min., 79 ft. maximum, provided that no building may exceed 79 ft. in width	10 ft. min 24 ft. max	10 ft. min.	0 ft. min. 6 ft. min. total	80%	1-2
Medium Mixed-Use Lot	NC GM <u>LI</u>	80 ft. minimum, 119 ft. maximum, provided that no building may exceed 119 ft. in width	10 ft. min. 24 ft. max.	10 ft. min.	0 ft. min. 10 ft. min. total	75%	2-3
Large Mixed-use Lot	GM <u>LI</u>	120 ft. minimum, no maximum, provided that no building may exceed 200 ft. in width	10 ft. min. 24 ft. max.	<del>10</del> 30 ft. min.	0 ft. min. 15 ft. min. total	70%	2-4
Small Commercial Lot	RMU NC GM LI	16 ft. min., 199 ft. max	10 ft. min	20 ft. min	5 ft. min	80%	1-2
Large Commercial Lot	GM <u>LI</u>	200 ft. min., no max	10 ft. min	30 ft. min	10 ft. min	75%	1- <del>54</del>
Industrial Lot	LI	150 ft. min, no max	30 ft. min	30 ft. min	20 ft. min	60%	1-3
Civic Lot	All Non-HD Districts	50 ft. min., no max	10 ft. min	10 ft. min	10 ft. min.	80%	1- <del>54</del>

## Notes:

1 No more than 6 townhouses are permitted in a grouping. Groupings must be separated by a minimum of 10 feet.

2 Where a buffer is required the required setback shall be measured from the buffer line.

- 3 When a residential use includes a driveway accessed from a street, the driveway shall be at least 22 feet in length as measured from the property line. Covered parking accessed by a driveway, including garages and carports, shall set back at least 22 feet from the property line.
- 4 Detached accessory structures must be set back a minimum of 3 feet from the property line.
- 5 See Sec. 9.3.E.
- 6 Vehicular access is permitted only in the rear lot.

Sec. 5.11 Parking

Sec. 5.11.1. Intent

No changes.

Sec. 5.11.2. Parking Space Calculations

These provisions shall apply to all development and redevelopment in the Town of Bluffton except as otherwise provided for in Old Town Bluffton Historic District, Sec. 5.15.7.

Sec. 5.11.3. Parking Space Calculations

~~A. Parking calculations may include public parking that is within 500 feet of the property.~~

~~A.-B.~~ Shared parking may allow for a reduction of up to 40 percent based upon the compatibility of uses that have different parking demands and are able to share parking lots/ spaces throughout the day (except for Restaurant Uses). The Applicant shall provide a parking study to justify the number of spaces for shared parking. The Applicant shall provide a shared parking easement that must be approved by the UDO Administrator and be recorded with Beaufort County to allow the shared parking arrangement between property owners/ tenants.

~~B. If an Applicant would like to reduce the number of parking spaces beyond 20 percent or increase the number of parking spaces beyond the maximum in the table below, the Applicant shall provide a parking study for the UDO Administrator's review.~~

B. Unless otherwise noted, the following ~~parking space calculations define~~ are the ~~maximum~~ minimum amount of parking ~~spaces allowed~~ required for specific uses:

Table 5.11.3.C Parking Spaces	
Use	<del>Maximum Parking</del> <u>Minimum Parking Spaces</u>
Residential	2 spaces per dwelling unit, <u>1 space per accessory dwelling unit</u> <del>minimum</del>
Lodging	1 space per bedroom for rent plus 2 spaces per 1000 sf of ancillary office use
Office	4 spaces per 1000 sf
Health / Human Care	3.5 spaces per 1000 sf

Commercial Services	4 spaces per 1000 sf
Civic / Institutional	1 space per 1000 sf
Education	1 space per 3 students plus 1 space per instructor
Agricultural / Conservation	1 space per 500 sf of commercial use plus 1 space per employee
Industrial	1 space per each employee at max shift plus 1 space for each company vehicle
Recreation / Entertainment	Number of spaces shown to be necessary and reasonable by data submitted by the Applicant and as approved by the UDO Administrator
Motor Vehicle Sales and Service	4 spaces per 1000 sf of the showroom and 2 spaces per the service bay

**Sec. 5.11.4. Standards: Design Standards for Parking Areas and Parking Lots**

A. The following dimensional requirements for parking spaces shall be applicable to all parking areas and parking lots other than single-family detached residential parking on the lots:

- 1. Diagonal/angled and perpendicular parking spaces and parking space sizes shall conform to the following table of minimum values. ~~Angled parking may be reverse angle as well.~~

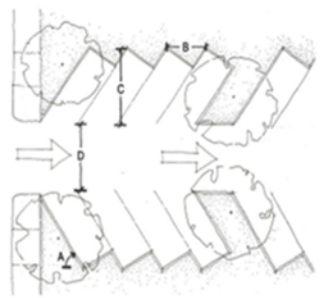


Table 5.11.4.A.1  
Parking ~~Space~~ Design Standards

A. Parking Angle (degrees)	B. Curb Length (feet)	C. Stall Depth (feet)	D. Aisle Width	
			One-Way	Two-Way
30°	18'	16'	12'	20'
45°	12'	18'	14'	20'
60°	10'	19'	18'	22'
90°	9'	18'	20'	22' min – 24' max

~~2. Up to 25% of all Parking Areas may be designated for compact cars and/or golf carts. For any non-residential use that requires at least 25 parking spaces, up to 10% of the parking spaces may be designated for compact car parking. Compact parking spaces shall be grouped, where possible, and designated by signage or pavement marking. Compact parking space dimensions shall be no less than nine (9) feet wide and 15 feet in length. Golf cart parking spaces shall not count towards required parking spaces. If golf cart parking spaces are provided, parking space dimensions shall not be less than six (6) feet wide by 12 feet in length.~~

- 3. Parallel parking spaces shall be 8-10 feet in width and 18-26 feet in length.
- 4. Wheel stops shall be provided in all parking facilities without curbing. The vehicle side of the wheel stop shall be no more than 18 inches from the end of the parking space.

- 5. Each parking bay shall be separated from other parking bays by a median. All medians shall be at least 12 feet wide.
- 6. Not more than **eight (8)** continuous parking spaces shall be allowed in a row of parking without separation by a landscape island. Each landscape island shall be at least 10 feet in width.
- 7. A landscape island of at least 12 feet in width shall be provided at the ends of each parking bay.

Sec. 5.13 Signs

5.13.3 Exempt Signs

The following signs are exempt from the permit requirements of this UDO, and do not count toward the maximum sign area limitation for a site, provided that they conform to the requirements of this UDO. Exempt signs shall not be located within the public right-of-way without an approved encroachment permit.

*Note: A-D and F-K, no changes are proposed.*

E. **Flags.**

- 1. Flags that do not display a commercial message shall be erected and located in accordance with the following standards:
  - a. Number Per Lot: For PR, AG, RG and RMU zones **and for any Historic District (HD) zones**, no more than two (2) flags. For NC, GMU and LI zones, no more than three (3) flags.
  - b. Location: Flags shall be attached to a stand-alone flagpole not located within a required setback or on a flagpole attached to a building.

Flagpoles attached to a building shall not be roof mounted or mounted to extend over the roof line or parapet.
  - c. Area and Height (Maximum): 32 square feet per flag with a stand-alone flagpole height of no more than 30 feet.

5.13.4 Prohibited Signs

Unless otherwise and specifically permitted elsewhere in this UDO, the following sign types are prohibited.

*Note: A and C-S, no changes are proposed.*

- B. **Balloons, Inflatable Signs, Flutter/Feather Signs, Streamers, Pennants and Other Attention-Getting Devices.** Balloons, inflatable signs, **flutter/feather signs**, streamers, pennants and other attention-getting devices designed to move, that direct, promote, or that are otherwise designed to attract attention.

5.13.7 Temporary Signs

*Purpose: To indicate that certain temporary signs (Real Property for Sale/Rental/Lease, Construction/Project and Campaign) do not require a Sign Permit. The permit exemption for these signs was inadvertently omitted when Sec. 5.13, Signs was previously update.*

A. General

[No changes.]

B. Special Events Signs

[No changes.]

C. Portable Signs

[No changes.]

D. ~~Real Property Sale, Rental and Lease Signs:~~ **Temporary Signs Allowed Without a Sign Permit**

1. **Real Property Sale, Rental and Lease Signs:**

1. **a.** Individual Single-family Lots and Residential Units:

~~a.~~ **i.** **Number (Maximum):** One (1) sign per street frontage.

~~b.~~ **ii.** **Dimensions (Maximum):** 10 square feet of sign area. Freestanding signs shall not exceed five(5) feet in height.

2. **b.** Areas Other than Single-family Lots and Residential Units:

~~a.~~ **i.** **Number (Maximum):** One (1) sign per street frontage.

~~b.~~ **ii.** **Dimensions (Maximum):** 64 square feet of sign area, with no sign face larger than 32 square feet. Freestanding signs shall not exceed eight (8) feet in height.

3. **c.** Real Property signs shall be removed within seven (7) days of the sale, rental or lease.

~~E.~~ **2.** **Construction and Project Signs:**

1. **a.** **Number (Maximum):** No limitation.

2. **b.** **Dimensions (Maximum):** 32 square feet of sign area. Freestanding signs shall not exceed eight (8) feet in height.

3. **c.** **Time Period:** Construction and project signs shall not be erected prior to issuance of a development plan approval and shall be removed upon or prior to issuance of the final Certificate of Occupancy.

~~F.~~ **3.** **Campaign Signs:**

1. **a.** **Number (Maximum):** No limitation.

2. **b.** **Dimensions (Maximum):** 6 square feet of sign area. Freestanding signs shall not exceed five (5) feet in height.

3. **c.** **Time Period:** Campaign signs shall not be erected earlier than 60 days prior to the election or referendum to which they apply and shall be removed within with seven (7) days after the election



or referendum. Signs for candidates in a runoff election may be maintained until the final election to which the signs apply.

Article 7, Nonconformities

Sec. 7.2.2. Illegal Nonconformities

*Purpose: To remove the requirement that the UDO Administrator make determinations that nonconformities are illegal and that their continuance will have an adverse impact on public health, safety and welfare. There are no compelling reasons legally to include these requirements, and their inclusion may create obstacles to removing or abating nonconformities.*

Illegal nonconformities are those nonconformities that were not properly permitted or legally established at the time of establishment and do not comply with applicable zoning and land development regulations.

~~Illegal nonconformities are hereby declared to be illegal.~~ Illegal nonconformities are subject to removal and termination by the Town in accordance with Article 8 of this Ordinance. ~~upon a determination of such illegality by the UDO Administrator, and a determination by the UDO Administrator that the continuance of an illegal nonconformity will have a material adverse impact on the public health, safety, or welfare.~~

Illegal nonconformities ~~nonconforming uses, structures, sites, and signs~~ shall not be changed, enlarged, expanded, or extended, unless such action is in full conformance with the provisions of this Ordinance.

Sec. 7.9 Non-conforming Sites Resulting from Right-of-Way Dedication or Acquisition

Buildings, structures, ~~and~~ parking lots and other site improvements which lawfully existed prior to the adoption or amendment of this Ordinance, but do not comply with the provisions of this Ordinance ~~regarding front yard setback, parking lot setback, or greenbelt~~ as a result of required additional road right-of-way dedication to or acquisition by the Town, Beaufort County, or the State of South Carolina may be improved or expanded without obtaining a variance from the Board of Zoning Appeals upon a determination by the UDO Administrator that such improvement or expansion is reasonable. In making such a determination, the UDO Administrator shall consider the all of the facts and circumstances regarding the proposed improvement or expansion, including, but not limited to the following:

A.-C. [No changes]

Sec. 5.15 Miscellaneous Old Town Bluffton Historic District

Sec. 5.15.5.A. Neighborhood Core Historic District, Building Type Requirements, Front Build-to Zone

Neighborhood Core Building Type Requirements	Front Build-to Zone
Main Street Building	<del>0' – 10'</del> 10' – 20'
Commercial Cottage	<del>5' – 15'</del> 10' – 15'

Live-Work Sideyard	<del>0' – 5'</del>	<del>10' – 15'</del>
Duplex	<del>5' – 15'</del>	<del>10' – 15'</del>
Triplex	<del>5' – 15'</del>	<del>10' – 15'</del>
Mansion Apartment House	<del>5' – 15'</del>	<del>10' – 25'</del>
Civic Building	<del>5' – 25'</del>	<del>10' – 25'</del>
Additional Building Type	<del>0' – 25'</del>	<del>10' – 25'</del>


Sec. 5.15.5.B. Neighborhood Center Historic District, Building Type Requirements, Front Build-to Zone

Neighborhood Center Building Type Requirements	Front Build-to Zone
Main Street Building	10' – 25'
Commercial Cottage	<del>5' – 20'</del> 10' – 20'
Live-Work Sideyard	<del>0' – 5'</del> 5' – 10'
Duplex	<del>5' – 15'</del> 10' – 15'
Triplex	<del>5' – 15'</del> 10' – 15'
Mansion Apartment House	<del>5' – 15'</del> 10' – 25'
Cottage	<del>5' – 15'</del> 10' – 15'
Village House	<del>5' – 15'</del> 10' – 15'
Sideyard House	<del>5' – 10'</del> 10' – 15'
Vernacular House	10' – 20'
Civic Building	<del>5' – 25'</del> 10' – 25'
Additional Building Type	10' – 25'

5.15.5.A-E. General Standards


[Editor’s Note: Example graphic provided to show where change is proposed in Secs. A-E. See below for proposed amendments.]

**A. Neighborhood Core Historic District (NC-HD)**



NC-HD Precedent Imagery

The red lines indicate the locations of required shopfront buildings (Main Street Building, Commercial Cottage, or Live-Work Sideyard). In addition to shopfront buildings, civic structures are allowed within these areas.



NC-HD Regulating Plan

	Front Build-to Zone	Lot Width	Frontage Requirement	Rear Setback (from rear lot line)	Side Setback (from side property line)	Height (in feet)
<b>Neighborhood Core Building Type Requirements:</b>						
Main Street Building	0'-10'	50'-100'	70% - 90%	25'	5'	2-3
Commercial Cottage	5'-15'	50'-75'	40% - 70%	25'	8'	1-1.5
Live-Work Sideyard	0'-5'	50'-65'	50% - 75%	25'	5'	2-2.5
Duplex	5'-15'	55'-70'	N/A	25'	5'	2-3
Triplex	5'-15'	70'-100'	N/A	25'	5'	2-3
Mansion Apartment House	5'-15'	60'-80'	N/A	25'	5'	2-2.5
Civic Building	5'-25'	N/A	N/A	N/A	5'	2.5
Carriage House				5'	5'	1-2
<b>Additional Building Types</b>						
As approved by the UDO Administrator or Board of Commission with approval authority in accordance with Article 2 of the Ordinance, additional building types may be allowed in the Neighborhood Core-HD zoning district. Building types not specifically listed shall be regulated by the following general requirements:						
	0'-25'	50'-100'	to be determined by UDO Admin.	25'	5'	2-3

5.15.5.A. Neighborhood Core Historic District

Carriage House	<del>One Carriage House may be built per primary structure and may have a maximum footprint of 800 sq.ft. Carriage Houses must be located behind the primary structure see 5.15.8.F. for a full description of this type. See Sec. 5.15.8.F. for placement and other requirements.</del>
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5.15.5.B. Neighborhood Center Historic District

Carriage House	<del>One Carriage House may be built per primary structure and may have a maximum footprint of 800 sq.ft. Carriage Houses must be located behind the primary structure. See 5.15.8.F. for a full description of this type. See Sec. 5.15.8.F. for placement and other requirements.</del>
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5.15.5.C. Neighborhood General Historic District

Carriage House	<del>One Carriage House may be built per primary structure and may have a maximum footprint of 800 sq.ft. Carriage Houses must be located behind the primary structure. See 5.15.8.F. for a full description of this type. See Sec. 5.15.8.F. for placement and other requirements.</del>
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5.15.5.D. Neighborhood Conservation Historic District

Carriage House	<del>One Carriage House may be built per primary structure and may have a maximum footprint of 800 sq.ft. Carriage Houses must be located behind the primary structure. See 5.15.8.F. for a full description of this type. See Sec. 5.15.8.F. for placement and other requirements.</del>
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5.15.5.E. Riverfront Edge Historic District

Carriage House	<del>Two carriage houses may be built per primary structure and may have a maximum footprint of 800 sq.ft. each. They must be placed between the primary structure and the street. See Sec. 5.15.8.F. for placement and other requirements.</del>
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5.15.5.C. Neighborhood General Historic District (NG-HD)

- ~~1. The Neighborhood General HD zoning district shall be primarily residential in nature. All commercial or mixed-use development within this zoning district must maintain a predominantly residential character.~~
- ~~2. A waiver of the mandatory residential component may be granted by the UDO Administrator for commercial properties with direct frontage on SC Highway 46 or Bruin Road. While these commercial properties may have retail shopfronts or have awning/marquees or colonnades/ arcades and be at grade, in accordance with this Ordinance, they must still maintain residential scale.~~

Within the NG-HD district, building form and scale shall be primarily residential to maintain the predominantly residential character of this district. The UDO Administrator may waive the mandatory residential component for properties with frontage on SC Highway 46 and Bruin Road; buildings on these properties may be constructed at grade with retail shopfronts, awnings, marquees, colonnades, or arcades in accordance with this UDO but must be residential in scale.

#### **Sec. 5.15.5.E. General Standards, Riverfront Edge Historic District**

In the Riverfront Edge Transect Zone- HD district, the river shall be the focus of each lot abutting it and therefore acts as the “front” of the lot.

#### **Sec. 5.15.5.F.11. Old Town Bluffton Historic District, General Standards, Large Footprint Buildings**

##### ~~11. Large Footprint Buildings~~

- ~~a. Large footprint buildings can only be located in the Neighborhood Core Historic District Zoning District.~~
- ~~b. Buildings may be one story in height, but shall be at least 24 feet in height. This may be accomplished with Liner Buildings or higher ceiling heights and/or parapets.~~
- ~~c. To encourage use by pedestrians and decrease the need for solely auto-oriented patronage, Large Footprint Buildings must reinforce the character of the Old Town Bluffton Historic District and shall therefore front the buildings to the sidewalks, providing windows and doors at frequent intervals. Operable doorways should occur on an average of every 50 feet for the whole length of the street frontage.~~
- ~~d. Building footprints shall not be larger than a single block. Floor area of buildings shall not cantilever over public rights-of-way.~~
- ~~e. Loading docks, service areas and trash disposal facilities shall not face streets, parks, squares, waterways, or significant pedestrian spaces.~~

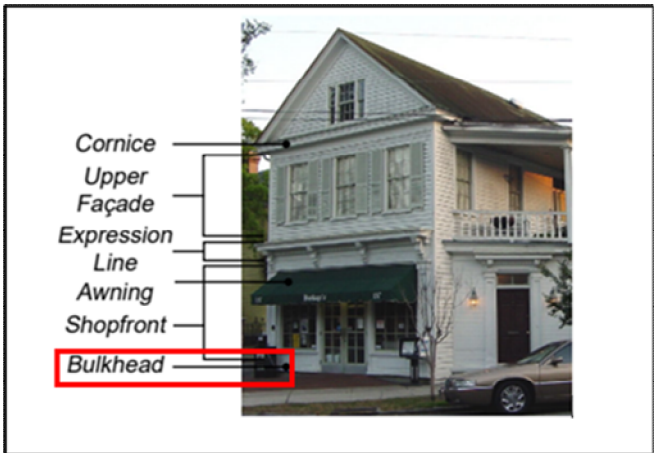
#### **Sec. 5.15.6.E.8.b., Chimneys, Roof Appurtenances, and Roof Penetrations**

*Format issue—move standard “b” to correct location (appears under “Chimneys Precedent Imagery”)*

#### **Sec. 5.15.6.E.8.d., Chimneys, Roof Appurtenances, and Roof Penetrations**

- d. In keeping with masonry building technology, metal spark arrestors, exposed metal flues, ~~or~~ and pre-fabricated chimney caps are ~~not~~ permitted only when concealed within a masonry architectural feature and screened from a street.

**Sec. 5.15.6.G. OTBHD, Architectural Standards, Building Walls**



**Sec. 5.15.6.N.7.a. OTBHD, Architectural Standards, General Standards, Corners and Water Tables, Water Table Trim**

- a. Drip boards shall be a minimum 5/4 stock with a bevel (any exposed flashing must be copper or match color of water table trim);

**Table 5.15.6.Q.4.a. OTBHD, Architectural Standards, Signs**

S.R.SC 46 / Bruin Road Square Footage & Height (Maximum)

**5.15.8.A. thru M. Building Types “Note”**

*Change the word “Notes” to “Characteristics” for building types “A” (Main Street Building) thru “M” (River House). This includes: 1) “A” (Main Street Building); 2) “B” (Commercial Cottage); 3) “C” Live-Work Sideyard; 4) “D” Duplex/Triplex; 5) “E” (Mansion Apartment House); 6) “F” Carriage House; 7) “G” Bungalow Court; 8) “H” (Cottage); 9) “I” (Village House); 10) “J” (Sideyard House); 11) “K” Vernacular House; 12) “L” (Center Hall House); and, 13) “M” (River House).*

## Sec. 5.15.5 Old Town Bluffton Historic District, General Standards

### B. Neighborhood Center Historic District (NCE-HD)

Neighborhood Center-HD Building Type Requirements		Front Build-to Zone	Lot Width	Frontage Requirements	Rear Setback (from rear property line)	Side Setback (from side property line)	Height (in stories)
Carriage House	One Carriage House may be built per primary structure and may have a maximum footprint of 800 sq. ft. Carriage Houses must be located behind the primary structure. See 5.15.8.F for a full description of this type.				5'	5'	1-2
Main Street Building		10'-25'	50'-80'	75%-90%	25'	8'	2-2.5
Commercial Cottage		5'-20'	50'-60'	50%-70%	25'	8'	1-1.5
Live-Work Sideyard		0'-5'	50'-60'	40%-75%	25'	<del>5'</del> 8'	1.5-2.5
Duplex		10'-20'	55'-70'	N/A	25'	8'	1.5-2.5
Triplex			70'-100'				
Mansion Apartment House		10'-20'	60'-80'	N/A	25'	10'	2-2.5
Cottage		5'-15'	50'-60'	N/A	25'	<del>5'</del> 8'	1-1.5
Medium House		<del>5'-15'</del>	<del>50'-60'</del>	<del>N/A</del>	<del>25'</del>	<del>8'</del>	<del>1-2</del>
Village House		5'-15'	50'-60'	N/A	25'	<del>5'</del> 8'	2-2.5
Sideyard House		5'-10'	50'-65'	N/A	25'	8'	2-2.5
Vernacular House		10'-20'	60'-80'	N/A	25'	10'	1.5
Civic Building		5'-25'	N/A	N/A	N/A	<del>5'</del> 8'	2
<b>Additional Building Types</b>							
As approved by the UDO Admin. or Board/Comm. with approval authority in accordance with Article 2 of this Ordinance, additional building types may be allowed in the Neighborhood Conservation-HD zoning district. Building types not specifically listed shall be regulated by the following general requirements:		10'-25'	50'-100'	To be determined by UDO Admin	25'	8'	1-2.5

### C. Neighborhood General Historic District (NG-HD)

[Note: No change to photos or text above chart.]

Neighborhood General Building Type Requirements		Front Build-to Zone	Lot Width	Frontage Requirements	Rear Setback (from rear property line)	Side Setback (from side property line)	Height (in stories)
Carriage House	One Carriage House may be built per primary structure and may have a maximum footprint of 800 sq. ft. Carriage Houses must be located behind the primary structure. See 5.15.8.F for a full description of this type.				5'	5'	1-2
Live-Work Sideyard		10'-20'	50'-100'	N/A	25'	10'	1-2.5
Commercial Cottage		10'-20'	50'-100'	N/A	25'	10'	1-1.5
Bungalow Court		10'-20' for foremost bungalow	60'-100'	N/A	25'	15'	1-1.5
Cottage		10'-20'	50'-60'	N/A	25'	10'	1-1.5
Medium House		<u>10'-20'</u>	<u>50'-60'</u>	<u>N/A</u>	<u>25'</u>	<u>10'</u>	<u>1-2</u>
Village House		10'- <del>15</del> 20'	50'-65'	N/A	30'	15'	2-2.5
Vernacular House		10'-20'	60'-100'	N/A	30'	15'	1.5
Center Hall House		15'-25'	70'-100'	N/A	30'	15'	2-2.5
Civic Building		15'-35'	N/A	N/A	N/A	10'	2
<b>Additional Building Types</b>							
As approved by the UDO Admin. or Board/Comm. with approval authority in accordance with Article 2 of this Ordinance, additional building types may be allowed in the Neighborhood Conservation-HD zoning district. Building types not specifically listed shall be regulated by the following general requirements:		10'-35'	50'-100'	N/A	30'	10'	1-2.5

**D. Neighborhood Conservation Historic District (NCV-HD)**

<b>Neighborhood Conservation Building Type Requirements</b>		<b>Front Build-to Zone</b>	<b>Lot Width</b>	<b>Frontage Requirements</b>	<b>Rear Setback (from rear property line)</b>	<b>Side Setback (from side property line)</b>	<b>Height (in stories)</b>
<i>Carriage House</i>	One Carriage House may be built per primary structure and may have a maximum footprint of 800 sq. ft. Carriage Houses must be located behind the primary structure. See 5.15.8.F for a full description of this type.				5'	5'	1-2
<i>Cottage</i>		10'-20'	50'-60'	N/A	30'	10'	1-1.5
<i>Medium House</i>		10'-20'	50'-70'	N/A	30'	10'	1-2
<i>Village House</i>		10'-20'	50'-70'	N/A	30'	10'	2-2.5
<i>Vernacular House</i>		15'-25'	60'-100'	N/A	30'	10'	1.5
<i>Center Hall House</i>		20'-35'	80'-100'	N/A	30'	15'	2-2.5
<i>Civic Building</i>		15'-40'	N/A	N/A	N/A	10'	1.5
<b>Additional Building Types</b>							
As approved by the UDO Admin. or Board/Comm. with approval authority in accordance with Article 2 of this Ordinance, additional building types may be allowed in the Neighborhood Conservation-HD zoning district. Building types not specifically listed shall be regulated by the following general requirements:		10'-35'	50'-100'	N/A	30'	10'	1-2.5

**Sec. 5.15.5.F.7. OTBHD, General Standards, Garden Structures**

~~7. **Garden Structures.** Garden structures are small accessory buildings which may contain storage space, trash receptacles, or other garden uses. Structures such as sheds, fences, pergolas, and gazebos are considered to be garden structures. Garden structures shall not be greater than 120 square feet in footprint, shall not exceed 1 story in height, and must comply with the architectural standards.~~

**Sec. 5.15.6 Old Town Bluffton Historic District, Architectural Standards****Sec. 5.15.6.E.4. Cupolas/Small Footprint Towers**

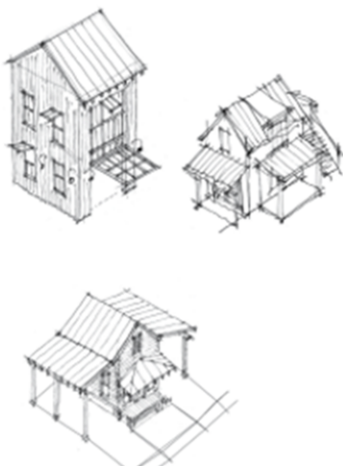




- a. ~~Plan Area Footprint:~~ =20' x 20' Maximum ~~Footprint~~
- b. Height: = Cupolas and towers may extend a maximum of 15 feet above the ~~Zoning District height limit;~~ roof ridge but shall not be taller than 50 feet above the adjacent grade level.



Sec. 5.15.8, Building Types

5.15.8.F. Building Types, Carriage House


*Note: The sections proposed to be amended are highlighted on the next page with a red box. The proposed text is shown in the following page.*

F. Carriage House		
<b>General:</b> Accessory Structure.		<b>CORE</b> ●
<b>Size Range:</b> 200 – 1,200 sq. ft. (per unit).		<b>CENTER</b> ●
<b>Maximum Footprint</b> (not including porches): 800 sq. ft.		<b>GENERAL</b> ●
<b>Height:</b> 1 – 2 stories.		<b>CONSERVE</b> ●
<b>Notes:</b> Must be an accessory structure. Only one permitted per lot, unless otherwise noted. May be used as a garage, living unit or home business (or combination). May function as a small-scale shop, studio or workshop. Garages are limited to 2 cars, with maximum garage door widths of 12' each. Must be of same general character as primary structure. Must be placed behind the primary structure and towards the back of the lot		<b>RIVER EDGE</b> ●
<p><i>Carriage House Precedent Imagery</i></p> <div></div> <p><small>*Precedent images are for illustrative purposes only, with no regulatory effect. They are provided as examples, and shall not imply that every element in the photograph is permitted.</small></p>		

F. Carriage House
General: Accessory Structure
Size Range: <del>200-121</del> – 1,200 sq.ft. (per unit)
Maximum Footprint (not including porches): 800 sq.ft.
Height: 1-2 stories
<del>Notes: Characteristics:</del> <del>Must</del> <u>May</u> be <u>a detached or</u> an <u>attached</u> accessory structure. <u>An attached structure must be clearly incidental to and distinct from the principal building form.</u>
Only one permitted per lot, <del>unless otherwise noted</del> <u>except within the RV-HD district where two may be allowed for lots of at least one acre.</u>
May be used as a garage, living unit or home business (or combination).
May function as a small-scale shop, studio or workshop. <u>May be used as a garage, dwelling unit, small-scale shop, studio, workshop (or combination thereof) as permitted by Sec. 4.3.</u>
<del>Garages are limited to 2 cars, with maximum garage door widths of 12' each. Garages limited to two openings not exceeding 12ft in width each. One additional opening not exceeding 6ft in width may be allowed provided the building footprint is not exceeded.</del>
Must be of the same general character as primary structure.
Must be placed behind the primary structure and towards the back of the lot. <u>For lots with a Contributing Resource, the UDO Administrator may consider an alternate location.</u>

Sec. 5.15.8 Old Town Bluffton Historic District, Building Types

I. Medium House Type		
<u>General: Detached Single Family Residence</u>		<u>CORE</u>
<u>Size Range: 1,300 – 3,000 sq. ft.</u>		<u>CENTER</u>
<u>Maximum Footprint: (not including porches)</u> <u>1,300 sq. ft.</u>		•
<u>Height: 1-2 stories</u>		<u>GENERAL</u>
<u>Characteristics:</u> <u>Larger than a Cottage, smaller than a Village House</u>		•
<u>The street elevation must have a front porch that is at least 50% of the façade.</u>		<u>CONSERVE</u>
		•

<p><u>Narrower at street</u></p> <p><u>May have dormers</u></p>		<p><u>RIVER EDGE</u></p>
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Medium House Precedent Imagery



\*Precedent images are for illustrative purposes only, with no regulatory effect. They are provided as examples and shall not imply that every element in the photograph is permitted.

*Note: The addition of the Medium House Building Type would be most appropriately located between the Cottage and Village House Building Types. This addition will cause all building types to be re-lettered as follows, without any changes to the associated text, drawings and photos:*

- ~~J.~~ J. Village House
- ~~K.~~ K. Sideyard House
- ~~L.~~ L. Vernacular House
- ~~M.~~ M. Center Hall House
- ~~N.~~ N. River House
- ~~O.~~ O. Civic Building
- ~~P.~~ P. Church Building
- ~~Q.~~ Q. Manufactured Homes

Sec. 9.2, Defined Terms

Basement

**Basement:** ~~That portion of a building having its floor sub grade (below ground level) on all sides. That~~ portion of a floor of a building which is one-half or more below the average grade of the ground level adjoining the building shall constitute a basement; provided, however, that if the height from the average grade level to the lowest portion of the floor beam joists are greater than three (3) feet, such basement shall be considered a story.

Building

**Building:** ~~Any structure used or intended for supporting or sheltering any use or occupancy. Each portion of a building separated from other portions by a firewall shall be considered as a separate building. Any~~ structure with a roof supported by columns or walls and used or intended for the shelter, housing or enclosure of any individual, animal, process, equipment, goods, or materials of any kind.

Family

**Family:** One to no more than five (5) persons who are related by blood, marriage or adoption and living together as a single household unit ~~in and occupying~~ a single dwelling unit shall be presumed to constitute a family for the purposes of this Ordinance. The term “family” shall not be construed to mean a fraternity, sorority, club, monastery or convent, or institutional group. There shall be a rebuttable presumption that no family exists if there are more than five (5) persons and any are unrelated by blood, law, adoption, marriage, domestic partnership, or are under a judicial order for foster care living together in the same dwelling unit. This presumption may be rebutted by demonstrating the existence of a Single Household Unit to the UDO Administrator as part of an application for a Written Interpretation pursuant to this Ordinance. Such demonstration may include a lease agreement, utility bills, and affidavits from the occupants. Any appeal of the UDO Administrator’s decision shall be made to the Board of Zoning Appeals in the same manner as any other Written Interpretation.

Garden Structure

**Structure, Garden:** Any unenclosed and unroofed Accessory Structure, including but not limited to fences, walls, pergolas, decks and patios. Garden structures shall comply with all applicable architectural standards of this Ordinance.

Historic Integrity

**Historic Integrity:** The ability of a property to convey its historical associations or attributes through seven aspects that include location, setting, design, materials, workmanship, feeling and association. The National Register Bulletin “How to Apply the National Register Criteria for Evaluation” produced by the National Park Service shall serve as the reference document for interpretation of these aspects.

**Principal Building**

**Building, Principal:** The building in which is conducted the principal use of the zone lot on which it is located. Zone lots with multiple principal uses may have multiple principal buildings, but storage buildings, Garden Structures, Sheds, garages, and other buildings containing clearly accessory uses shall not be considered principal buildings.

**Raised Basement**

~~**Raised Basement:** A ground story that has the appearance of a raised foundation and is used primarily as a garage or storage area.~~

**Shed**

~~**Shed:** A one-story detached and roofed Accessory Structure that is less than 120 square feet and that is clearly incidental and compatible with the Principal Building or Use located on the same lot. Such structures shall not be use as a Dwelling Unit or for an independent commercial enterprise. No more than three (3) sheds are permitted per lot.~~

**Single Household Unit**

~~**Single Household Unit:** One person or two or more individuals living together sharing an entire dwelling until together with household responsibilities and activities that may include: (1) sharing expenses for food, rent, utilities or other household items; (2) sharing household chores; (3) eating meals together; (4) participating in recreation activities together; and (5) having close social, economic, and psychological commitments to each other.~~

**Structure, Accessory**

~~**Structure, Accessory:** A Structure that is clearly incidental and compatible with the Principal Building or Use located on the same lot, including carriage houses, Sheds and Garden Structures. Accessory Structures shall comply with applicable architectural standards of this Ordinance.~~

**Stucco**

~~**Stucco:** A coarse plaster composed of Portland or masonry cement, sand and hydrated lime, mixed with water and applied to form a hard covering.~~

**Sec. 9.3, Interpretation of Dimensional Standards**

**Sec. 9.3.E. Interpretation of Dimensional Standards, Story**

E. Story: Where building height is expressed as a “stor(ies),” the interpretation in this section shall apply, unless otherwise required by this Ordinance. Please see Figure 9-1, Building Height. “Story” shall be interpreted as follows:

Sec. 9.4 Description of Uses of Land and Buildings

Sec. 9.4.1 Residential Uses

~~The residential use category is for buildings or portions of buildings are used for a dwelling unit. The residential use category is buildings, structures, or areas, the combination of qualities and features of which are commonly associated with and primarily used for the purpose of residential dwelling.~~ Certain types of residential uses within this category may have building types that have more than one dwelling unit per building. Certain types of residential uses may be more refined within specific zoning districts, where lot or building type standards may produce different typologies.

- A. Accessory Dwelling Unit/~~Dependency Unit: A second dwelling unit in a separate accessory structure on the same lot as the main dwelling, for use as a complete, independent living facility. A separate, complete Dwelling Unit with an exterior entrance, kitchen, sleeping area, and bathroom facilities, which is an attached or detached extension to an existing Dwelling Unit. -~~
- B. Dwelling, Multi-family: A building containing multiple dwelling units, including residential condominiums and apartments.
- C. Dwelling, Single-Family Detached: A one family detached dwelling designed for or occupied by one family.
- D. Dwelling, Single-Family Attached: ~~Two or more dwelling units attached by a common wall or roof, but wherein each unit is located on a separate lot of record. A single Building containing two or more dwelling units that are attached by a common wall or roof, have primary ground floor access to the outside, including but not limited to townhomes, duplexes, triplexes, regardless of whether each unit is located on a separate lot of record.~~
- E. Dwelling Unit: A single unit providing complete independent living facilities for one Family or Household including permanent provisions for living, sleeping, eating, cooking, and sanitation.
- F. Manufactured Home: A structure, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet and which is built on a permanent chassis and designed to be used as a dwelling, with or without a permanent foundation, when connected to the required utilities, and all systems, appliances, accessories, and furnishings sold with the home, including, among other things, the plumbing, heating, air conditioning and electrical systems, as defined in S.C. Code 40-29-20(9).
- G. Residential: A building or portion of a building arranged or designed to provide permanent living quarters for a household. The terms “residence” and “dwelling” shall be used interchangeably.

9.4.3.G., Commercial Services, Outdoor Sales

**Outdoor Sales:** ~~The temporary sale of goods that are not located within an enclosed building. The display of merchandise on a sidewalk or an exterior private area of a site associated with an otherwise permitted Commercial use that does not meet the limitations of Limited or Seasonal Outdoor Sales, and which may require areas to be designed and dedicated for display when part of the permanent operations of an~~

~~interior retail business. This also includes uses where the primary business is generated by merchandise displayed permanently outside. The outdoor display and/or sale of goods conducted by a Retail Business, and which may require areas to be designed and dedicated for display as part of the operations of an interior Retail Business, regardless of whether the primary business is generated by merchandise displayed permanently inside. Certain Outdoor Sales may be conducted independent of a Retail Business as provided by this Ordinance and the Town Code, as applicable.~~

## Suggested Motion

Approval of Amendments to the Town of Bluffton Code of Ordinances Chapter 23 – Unified Development Ordinance, Article 3 – Application Process, Sec. 3.2 (General Application Approval Process), Sec. 3.14 (Certificate of Construction Compliance), Sec. 3.17 (Certificate of Appropriateness-Highway Corridor Overlay), Sec. 3.18 (Certificate of Appropriateness-Historic District), Sec. 3.19 (Site Feature-Historic District Permit) and Sec. 3.25 (Designation of Contributing Resources); Article 4 – Zoning Districts, Sec. 4.4 (Conditional Use Standards); Article 5 – Design Standards, Sec. 5.8 (Lot and Building Standards), Sec. 5.11 (Parking), Sec. 5.13 (Signs) and Sec. 5.15 (Old Town Bluffton Historic District); Article 7 - Nonconformities; Article 9 – Definitions and Interpretations, Sec. 9.2 (Defined Terms), Sec. 9.3 (Interpretation of Dimensional Standards), and, Sec. 9.4 (Description of Uses of Land and Buildings) (First Reading)

*“I move to [**Approve, Approve with changes, Deny**] amendments to the Town of Bluffton Code of Ordinances Chapter 23 – Unified Development Ordinance, Article 3 – Application Process, Sec. 3.2 (General Application Approval Process), Sec. 3.14 (Certificate of Construction Compliance), Sec. 3.17 (Certificate of Appropriateness-Highway Corridor Overlay), Sec. 3.18 (Certificate of Appropriateness-Historic District), Sec. 3.19 (Site Feature-Historic District Permit) and Sec. 3.25 (Designation of Contributing Resources); Article 4 – Zoning Districts, Sec. 4.4 (Conditional Use Standards); Article 5 – Design Standards, Sec. 5.8 (Lot and Building Standards), Sec. 5.11 (Parking), Sec. 5.13 (Signs) and Sec. 5.15 (Old Town Bluffton Historic District); Article 7 - Nonconformities; Article 9 – Definitions and Interpretations, Sec. 9.2 (Defined Terms), Sec. 9.3 (Interpretation of Dimensional Standards), and, Sec. 9.4 (Description of Uses of Land and Buildings).”*



TOWN COUNCIL



STAFF REPORT  
Executive Department

MEETING DATE:	July 11, 2023
PROJECT:	Consideration of an Ordinance Amending the Town of Bluffton Municipal Code of Ordinances, Chapter 21 – Emergency Permitting Procedures to Consolidate all Regulations Pertaining to Emergency Management and Civil Emergencies within one Chapter
PROJECT MANAGER:	Heather Colin, Assistant Town Manager

**REQUEST:** Town Staff requests Town Council approve an Ordinance amending the Municipal Code of Ordinances to place all of the emergency management related regulations in one Chapter titled, Emergency Management and Civil Emergencies.

**BACKGROUND:** Within the Municipal Code of Ordinances, several different chapters have regulations related to Emergency Management functions. This may become problematic to ensure that all regulations are followed and may result in unintentional oversight. There are also inconsistencies with terminology and other references that have been addressed.

**SUMMARY:** The following sections have been moved to Chapter 21 Emergency Permitting Procedures, retitled to Chapter 21 Emergency Management (Civil Emergencies) of the Town of Bluffton’s Municode Code of Ordinances:

- Chapter 2 – Administration, Article VII. Emergency Management; and
- Chapter 5 – Official Construction Code, Article VI. Construction Site Property Maintenance and Site Preparation for Severe Weather Events

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

- Approve as submitted;
- Approve with conditions; or
- Deny

**NEXT STEPS:**

Ordinance Modifications	Step Completed	Date Completed
Step 1. First Reading	✓	July 11, 2023
Step 2. Second and Final Reading		Anticipated August 8, 2023

**ATTACHMENTS:**

1. Presentation
2. Proposed Ordinance
3. Proposed Motion

# *Emergency Management & Civil Emergencies*

*July 11, 2023*

*Town Council*



## *Town Council Action*

Town Council has the authority to take the following action on First Reading of the Proposed Ordinance Modifications:

1. Approve the Ordinance as submitted;
2. Approve the Ordinance with modifications;
3. Deny the Ordinance as submitted.



## *Proposed Motion*

*“I move to **Approve [or Approve with changes, Deny]** amendments to the Town of Bluffton Code of Ordinances Chapter 21 – Emergency Management, Civil Emergencies.”*



# Next Steps

Municipal Code of Ordinances - Amendments	Step Completed	Date Completed
Step 1. First Reading	✓	July 11, 2023
Step 2. Second and Final Reading		August 8, 2023



# QUESTIONS



ORDINANCE NO. 2023 – \_\_\_\_\_

TOWN OF BLUFFTON, SOUTH CAROLINA

**AN ORDINANCE AMENDING THE TOWN OF BLUFFTON'S MUNICIPAL CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE VII. EMERGENCY MANAGEMENT, CHAPTER 5, OFFICIAL CONSTRUCTION CODE, ARTICLE VI. CONSTRUCTION SITE PROPERTY MAINTENANCE AND SITE PREPARATION FOR SEVERE WEATHER EVENTS, AND CHAPTER 21 EMERGENCY PERMITTING**

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

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

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

**WHEREAS**, the Town Council desires to ensure the public health, safety, and general welfare at all times and especially during times of emergencies; and,

**WHEREAS**, the Town Council desires to consolidate all emergency management regulations in one Chapter, including civil emergencies; and,

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

**SECTION 1. AMENDMENT.** The Town of Bluffton hereby amends the Code Ordinances for the Town Of Bluffton, South Carolina by adopting and incorporating amendments to Chapter 2 – Administration, Article 7, Emergency Management, Chapter 5 – Official Construction Code, Article 6 – Construction Site Property Maintenance and Site Preparation for Severe Weather Events, and Chapter 21, Emergency Permitting as shown on Exhibit A attached hereto and fully incorporated herein by reference.



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

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

DONE, RATIFIED AND ENACTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

This Ordinance was read and passed at first reading on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Lisa Sulka, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Marcia Hunter  
Town Clerk, Town of Bluffton, South Carolina

This Ordinance was passed at second reading held on \_\_\_\_\_, 2023.

\_\_\_\_\_  
Lisa Sulka, Mayor  
Town of Bluffton, South Carolina

\_\_\_\_\_  
Marcia Hunter  
Town Clerk, Town of Bluffton, South Carolina

## EXHIBIT A

### Chapter 2 ADMINISTRATION

#### **~~Article VII. EMERGENCY MANAGEMENT~~**

Staff Note: This section is moved in its entirety to Chapter 21. Reserve this article for future changes and to keep numbering in sequence.

### Chapter 5 OFFICIAL CONSTRUCTION CODE

#### ***Article VII. CONSTRUCTION SITE PROPERTY MAINTENANCE AND SITE PREPARATION FOR SEVERE WEATHER EVENTS***

#### **~~Sec. 5-272. — Preparation of construction sites and developed sites for severe weather events.~~**

Staff Note: This section is moved in its entirety to Chapter 21. Reserve this section for future changes and to keep numbering in sequence.

#### **Sec. 5-273. – Notice of violation.**

#### **~~(b) Emergency situations~~**

Staff Note: The portion of this section related to emergencies is moved to Chapter 21.

## **Chapter 21 EMERGENCY MANAGEMENT (CIVIL EMERGENCIES) ~~PERMITTING~~ PROCEDURES**

Staff Note: This Chapter is retitled and portions of Chapter 2 and Chapter 5 are moved under this Chapter.

### **ARTICLE I. ADMINISTRATION GENERAL PROVISIONS**

#### **Sec. ~~21-1~~ ~~2-199~~. Town authority to act to protect public health and safety.**

When there is an emergency due to dangerous or imminent threatening conditions in the Town, designated departments are authorized to enter into contracts and incur obligations necessary to combat such emergency to protect the health and safety of persons and property, and provide emergency assistance to the victims of such disaster. Each designated Town department is authorized to exercise the powers vested in the Emergency Operations Plan adopted by the Town Council, in its related plans, and in this article in the light of an extreme emergency situation, without regard to time-consuming procedures and formalities prescribed by law, except mandatory constitutional requirements.

(Ord. No. 2008-15, § 1, 9-23-2008)

#### **Sec. ~~21-2~~ ~~2-200~~. Temporary building moratorium.**

There may be established in the emergency area a temporary moratorium on the construction or reconstruction of any building or other structure, except for such necessary activity as may be undertaken by an individual property owner for the purpose of temporarily protecting the health and safety of his family or preventing further loss to the value of his property, and on the issuance of any development, building, or other such Town permits, until such time as the state of emergency has been terminated. This moratorium shall terminate 45 days from the date of such declaration unless extended or shortened by the Town Council.

(Ord. No. 2008-15, § 1, 9-23-2008)

#### **Sec. ~~21-3~~ ~~2-201~~. Recovery Team.**

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

(Ord. No. 2008-15, § 1, 9-23-2008)

#### **Sec. ~~21-4~~ ~~2-202~~. Mayoral orders authorized in event of state of emergency.**

- (a) The Mayor, after proclaiming a state of emergency and prior to terminating such, may make and proclaim any or all of the following orders prohibiting:
- (1) Any person being on the public streets, in the public parks, or at any other public place during the hours declared by the Mayor to be a period of curfew;
  - (2) Any number of persons, as designated by the Mayor, from assembling or gathering on the public streets, in the public parks, or other open areas of the Town, either public or private;
  - (3) Price gouging;

- (4) The possession of firearms or any other deadly weapon by a person, other than a law enforcement officer, in a place other than that person's place of residence or business;
  - (5) The sale, purchase, or dispensing of alcoholic beverages;
  - (6) The use of certain streets, highways, or public ways by the public;
  - (7) Business establishments from remaining open; and
  - (8) Such other activities as he reasonably believes should be prohibited to help preserve and maintain life, health, property, or the public peace.
- (b) In imposing the restrictions provided for in this section, the Mayor may impose them for such times, upon such conditions, with such exceptions, and in such areas of the Town he from time to time deems necessary.
  - (c) Any person willfully violating any provision of an order issued by the Mayor under this section shall be guilty of a misdemeanor for each infraction, on a per incident or daily basis.

(Ord. No. 2008-15, § 1, 9-23-2008)Sec. ~~21-5 2-203~~. Failure to leave public property upon lawful direction.

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

(Ord. No. 2008-15, § 1, 9-23-2008)

#### **Sec. ~~21-6 2-204~~. Status and termination of emergency.**

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

(Ord. No. 2008-15, § 1, 9-23-2008)

#### **Secs. ~~21-7-17 2-205—2-231~~. Reserved.**

#### **Sec. ~~21-18 5-272~~. Preparation of construction sites and developed sites for severe weather events.**

- (a) *Intent.* The provisions of this section apply at the direction of the Town Manager, or designee, in the event of significant severe weather conditions, or other similar types of severe weather warnings for any part of Beaufort County.
- (b) *Construction sites.*
  - (1) All construction materials, including roof tiles, within the Town shall be secured, stored or removed so as not to create a safety hazard because of hurricane or tropical storm force winds, or similar severe weather.
  - (2) Media broadcasts or notices issued by the National Weather Service or National Hurricane Center of a hurricane or tropical storm warning shall be deemed sufficient notice to the owner of real property upon which construction is occurring or any contractor responsible for the construction to secure, store or remove loose construction debris and loose construction materials against the effects of high wind.

- (3) Materials stockpiled on top of any structure under construction shall be permanently installed by the property owner or contractor at the direction of the Town Manager, or designee. However, if such installation cannot be timely completed, then the property owner or contractor shall:
  - a. Band together the construction materials and mechanically fasten them to the top of the structure in such a manner so a threat of becoming airborne during a tropical storm or hurricane is not experienced;
  - b. Remove the construction materials from the top of the structure and mechanically tie them down to the ground;
  - c. Remove the construction materials from the job site; or
  - d. Store the construction materials inside a protected structure.
- (4) Interiors of structures under construction shall be secured to prevent materials from becoming airborne.
- (5) All debris on a construction site shall be stored in commercial containers and shall be properly secured.
- (6) Commercial containers and portable toilets must be removed from a construction site or mechanically tied to the ground.
- (7) Piles of dirt, sand, and stone on a construction site shall be located away from rights-of-way, adjoining properties, swales, culverts, inlet grates, creeks, coves and rivers.
- (8) All construction materials or debris required to be secured, stored or removed shall remain secure, stored or removed hereunder from the property until the National Weather Service, National Hurricane Center or other appropriate weather agency has removed all portions of Beaufort County from those areas included in a hurricane or tropical storm warning, or the Town Manager, or designee, lifts an severe weather directive pursuant to this section, whichever event shall first occur.

(c) *Developed sites.*

- (1) On all developed property, all furnishings including, but not limited to, furniture and lawn equipment not secured by a fence or screen enclosure, shall be secured, stored or removed so as to not create a safety hazard due to hurricane force winds.
- (2) Media broadcasts or notice at the direction of the Town Manager, or designee, issued by the National Weather Service or National Hurricane Center of a hurricane or tropical storm warning for Beaufort County shall be deemed sufficient notice to the owner of developed real property to store or secure furnishings or to remove furnishings not secured or stored from the property.
- (3) All materials and furnishings required to be secured, stored or removed shall remain secure, stored or removed hereunder from the property at the direction of the Town Manager, or designee, lifts an severe weather directive pursuant to this section, or until the National Weather Service, National Hurricane Center or other appropriate agency has removed all portions of Beaufort County from those areas included in a hurricane or tropical storm warning, whichever event occurs first.

( Ord. No. 2020-14 § 1(Att. A), 8-11-2020)

**Sec. ~~21-19~~ ~~5-273~~. Notice of violation.**

(a) *Non-emergency situations.*

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

- (2) The violation may be enforced by the Chief Building Official, or designee, through the issuance of a stop work order in accordance with the procedures set forth in this Code; or an order to repair, restore or demolish the work; to vacate the premises; or otherwise to abate the violation enforceable.
  - (3) Upon due notice, the construction site shall be brought into compliance within the time directed by the Town, but in no event more than 24 hours from the time of notice. If the violation is not corrected within the time directed, the Town shall have the right, but not the obligation, to correct the violation and charge all costs and fees to the permittee or property owner.
- (b) Emergency situations.
- (1) If at any time the Town determines that an emergency situation exists endangering the public health, safety, or welfare; creating a potential liability for the Town; or endangering the Town streets, utilities or other public property, and if the timing or nature of the situation precludes advance notification as provided in subsection (a) of this section, the Town shall have the right to enter the construction site to take whatever emergency action it deems necessary to secure, store or remove all loose construction materials and debris, including, but not limited to, roof tiles and roofing materials.
  - (2) In such circumstances, the Town shall bill the property owner or his/her agent for all charges and expenses incurred to eliminate these potentially unsafe conditions by any means necessary. The securing of an outside contractor to perform these services shall be deemed to be the securing of emergency services and shall not require the Town to utilize a competitive bid process to select a contractor.
  - (3) Any and all loss, damage, costs and expenses, including legal fees and administrative costs, incurred by the Town in the course of exercising its rights pursuant to this section, or incurred in repairing or restoring damage to the public right-of-way or other public property shall be reimbursed by the property owner. The Town shall not be responsible for any loss or damage incurred as a result of exercising its rights under this section.
  - (4) A notice of violation shall be posted at the job site and mailed to the property owner and contractor. The written notice shall constitute a stop work order and shall remain in effect until the bill is paid. Upon receipt of payment, the Chief Building Official, or designee, shall allow resumption of work.

( Ord. No. 2020-14 § 1(Att. A), 8-11-2020)

## **ARTICLE II. EMERGENCY PERMITTING GENERAL PROVISIONS**

### ***Sec. 21-~~201~~. Definitions.***

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

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

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

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

(Ord. No. 2009-11, att. A(21-701), 6-9-2009)

**Secs. 21-21—21-100. Reserved.**

**Sec. 21-101. Purpose.**

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

(Ord. No. 2009-11, att. A, 6-9-2009)

**Sec. 21-102. Applicability.**

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

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

(Ord. No. 2009-11, att. A, 6-9-2009)

**Sec. 21-103. Application acceptance after declaration of emergency.**

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

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

(Ord. No. 2009-11, att. A, 6-9-2009)

**Secs. 21-104—21-200. Reserved.**

## ARTICLE III. ZONING AND DEVELOPMENT PROCEDURES

**Sec. 21-201. Placards and safety assessment for the purpose of this chapter.**

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

The following placards will be issued following a safety assessment:

- A. Green placard (inspected, safe): Lawful occupancy is permitted.
- B. Yellow placard (limited entry): Restricted use.
- C. Red placard (unsafe): Unsafe to occupy.

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

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

(Ord. No. 2009-11, att. A, 6-9-2009)

### **Sec. 21-202. Planning review not required.**

- (a) Any structure, located outside of the Historic Preservation Overlay District, that sustains damage as a direct result of a disaster and receives a green placard after a safety assessment may be repaired to the state or condition that existed prior to the disaster without the necessity of obtaining an approval of the planning department. The work must be completed within 18 months of when the Mayor declares the Town is ready to begin receiving applications for permits after the declared disaster.
- (b) If a structure located outside of the Historic Preservation District receives a green placard, with the exception of section 21-206, after a safety assessment and the repair is delayed through litigation or other cause beyond the control of the owner, then the time of such delay shall not be considered when computing the 18-month period.
- (c) The requirements of the current state adopted construction codes with amendments and the Flood Damage Prevention Ordinance, of the Municipal Code of the Town of Bluffton shall be met.
- (d) For applicants who do not meet the time period set forth by paragraph (a), any repair that occurs must comply with all requirements of current Unified Development Ordinance.

(Ord. No. 2009-11, att. A, 6-9-2009)

### **Sec. 21-203. Planning Department emergency permitting process.**

In order to be reviewed under the remaining sections of this chapter:

- (a) A structure that sustains damage or is destroyed shall be repaired, reconstructed, or rebuilt to the state or condition that existed prior to the disaster.
- (b) A structure that sustains damage or is destroyed and is located in the Historic Preservation District requires Planning and Growth Management approval to repair, reconstruct or rebuild.

(Ord. No. 2009-11, att. A, 6-9-2009)

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

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

(Ord. No. 2009-11, att. A, 6-9-2009)

### **Sec. 21-205. Planning emergency permitting affidavit.**

An affidavit must be submitted as part of the planning emergency permitting application. The affidavit, to be signed by the owner of record and notarized, states that all structures are being built back to the state or condition



that legally existed prior to the disaster. However, if any local, state, or federal regulations require any changes to the structure with regard to height or square footage, the affidavit will allow the owner to build back with changes to comply with those regulations.

(Ord. No. 2009-11, att. A, 6-9-2009)

## **Sec. 21-206. Historic Preservation Overlay District.**

- (a) An application for building permit to repair structures located in the Historic Preservation Overlay District (HPOD) requires a Certificate of Appropriateness. Following a declared disaster the repair of damage to structures in this district may be expedited with administrative approval. This expedited administrative approval may apply to repairs such as:
  - (1) Board for board repairs.
  - (2) Exact replacement of roofing materials.
  - (3) Exact replacement of downspouts and gutters.
  - (4) Window replacement, provided the replacement or repaired window frame is exactly as installed prior to the damage.
  - (5) Repair, or exact replacement, of shutters.
  - (6) Repair and resetting of air conditioning compressors.
  - (7) Fence, step, porch and patio cover repair or reconstruction provided there is no change in the height, length, width, size, location or type of construction or materials.
  - (8) Sign repair or reconstruction provided there is no change in height, length, width, size, location or type of materials.
- (b) The application shall include such information and documentation to demonstrate pre-event conditions to assist the Administrator in determining that no changes will be made from those conditions, including the following items:
  - (1) One copy of all approved plans;
  - (2) One copy of building elevation drawings previously approved by the Town or the County showing all four elevations of all structures on the site prior to the disaster; or
  - (3) Pre-disaster photos showing all four sides of each structure on the property.
- (c) An application for building permit to repair structures located in the HPOD which does not meet the above criteria, may be reviewed by the Historic Preservation Commission (HPC) for approval of a Certificate of Appropriateness prior to issuance of a building permit.
- (d) HPC procedures for emergency permitting.
  - (1) A quorum consisting of four of the seven appointed members must be present to conduct business;
  - (2) There must be a majority vote of members present to issue a Certificate of Appropriateness;
  - (3) HPC shall meet bi-weekly, or more often if necessary, after the Mayor has declared the Town shall begin receiving applications for permits after a declared state of emergency due to a disaster;
  - (4) Location of meetings will be determined by the Administrator.

(Ord. No. 2009-11, att. A, 6-9-2009)

### **Sec. 21-207. Single-family or duplex dwelling.**

- (a) Any single-family or duplex dwelling unit, located outside of the Historic Preservation Overlay District, that sustains damage less than 50 percent of the fair market value as defined in section 21-701, shall not require Planning Department approval.
- (b) If the structure sustains damage amounting to 50 percent or more of the fair market value, as defined in section 21-701 the following information shall be required:
  - (1) A planning emergency permitting affidavit as described in section 21-205;
  - (2) An as-built survey; or
  - (3) Pre-disaster photos showing all four sides of each structure on the property.
- (c) The requirements of article III contained herein shall be met.
- (d) For applicants who cannot meet the requirements of this section as applicable and for all applicants who do not meet the time period set forth by section 21-204, any repair, reconstruction, or rebuilding that occurs must comply with all requirements of current Unified Development Ordinance regulations as adopted by the Town.

(Ord. No. 2009-11, att. A, 6-9-2009)

### **Sec. 21-208. Nonsingle-family structures (commercial, industrial, institutional, multifamily, etc.).**

- (a) Any structure, other than a single-family or duplex dwelling unit, located outside of the Historic Preservation Overlay District, that sustains damage or is destroyed and receives a yellow or red placard or requires a construction permit must submit a complete planning emergency permitting application per section 21-204 in order to be reviewed under this section. The application shall include such information and documentation as may be reasonably required by the Administrator, including all the following items:
  - (1) A planning emergency permitting affidavit as described in section 21-205.
  - (2) An approved development permit and one copy of all approved plans or an as-built survey.
- (b) If the property is located within the Highway Corridor Overlay District (HCOD):
  - (1) One copy of all approved plans.
  - (2) One copy of building elevation drawings previously approved by the Town or the County showing all four elevations of all structures on the site prior to the disaster or pre-disaster photos showing all four sides of each structure on the property.
- (c) The requirements of article III of this chapter shall be met.
- (d) For applicants who cannot meet the requirements of paragraph (a) and for all applicants who do not meet the time period set forth by section 21-204, any repair, reconstruction, or rebuilding that occurs must comply with the current regulations for zoning and development as adopted by the Town of Bluffton.

(Ord. No. 2009-11, att. A, 6-9-2009)

### **Sec. 21-209. Landscape and tree standards.**

Properties that sustain damage or are destroyed as a direct result of a disaster will be required to meet the requirements of the Unified Development Ordinance.

(Ord. No. 2009-11, att. A, 6-9-2009)

**Secs. 21-210—21-300. Reserved.**

## **ARTICLE ~~III~~IV. EMERGENCY CONSTRUCTION PERMITTING PROCEDURES**

### **Sec. 21-301. Application.**

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

(Ord. No. 2009-11, att. A, 6-9-2009)

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

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

#### **EXCEPTIONS:**

- (a) If the repair of a structure is delayed due to litigation, then the time of such delay shall not be considered when computing the 18-month period.
- (b) Other causes beyond the control of the owner may be submitted to the Building Official or his designee for a determination as to whether a delay beyond the 18-month period may be granted.

(Ord. No. 2009-11, att. A, 6-9-2009)

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

- (a) All structures that receive a yellow or red placard as a direct result of a state of emergency due to a disaster with damage amounting to less than 50 percent of the fair market value of the structure prior to the damage as calculated by FEMA rules, regulations, or guidelines, shall be repaired, reconstructed, or rebuilt to the state or condition that existed prior to the declared state of emergency due to a disaster. An emergency construction building permit is required prior to any repairs, reconstruction or rebuilding commencing.
  - (1) Any emergency construction applications for emergency construction building permits shall comply with the current state-adopted construction codes with amendments.
  - (2) Construction drawings shall not be required.
  - (3) Condition of the permit requires that the owner of record and the contractor must sign an emergency construction affidavit stating that all construction will comply with the current state-adopted construction codes with amendments and the Town of Bluffton Flood Damage Prevention Ordinance.
  - (4) All construction must be inspected prior to cover-up.
  - (5) Emergency construction applications must be submitted within 18 months of the date the Mayor declares the Town shall begin receiving applications for permits after the declared state of emergency due to a disaster.

# EXCEPTIONS

- (1) If structures are damaged less than 50 percent and the reconstruction is delayed due to litigation, then the time of such delay shall not be considered when computing the 18-month period.
  - (2) Other causes beyond the control of the owner may be submitted to the Building Official, or his designee, for a determination as to whether a delay beyond the 18-month period may be granted.
- (b) All structures that receive a yellow or red placard as a direct result of a state of emergency due to a disaster with damage equal to or greater than 50 percent of the fair market value of the structure prior to the damage as calculated by FEMA rules, regulations, or guidelines, shall be repaired, reconstructed, or rebuilt to the state or condition that existed prior to the declared state of emergency due to a disaster. An emergency construction building permit is required prior to any repairs, reconstruction, or rebuilding commencing.
- (1) All emergency construction applications for emergency construction building permits shall comply with chapter 5 of the Town Code and the Town of Bluffton Flood Damage Prevention Ordinance.
  - (2) Complete construction drawings for proposed work shall be required.
  - (3) All construction must be inspected prior to cover up.
  - (4) Application documents shall include the following:
    - a. Site plan/as built as approved by the Planning Department.
    - b. Complete application including original notarized mechanical certificates.
  - (5) All structures located in a flood zone must build to the current flood maps adopted by the Town of Bluffton.
  - (6) Emergency construction applications shall be submitted within 18 months of the date the Mayor declares the Town shall begin receiving applications for permits after the declared state of emergency due to a disaster.

# EXCEPTIONS

- (1) If structures are damaged equal to or greater than 50 percent and the reconstruction is delayed due to litigation then the time of such delay shall not be considered when computing the 18-month period.
- (2) Other causes beyond the control of the owner may be submitted to the Building Official, or his designee, for a determination as to whether a delay beyond the 18-month period may be granted.

(Ord. No. 2009-11, att. A, 6-9-2009)

**Secs. 21-304—21-400. Reserved.**

## ARTICLE IV. APPLICATIONS AND PERMITS IN PROGRESS

### Sec. 21-401. Applications under review at the time of a state of emergency due to a disaster.

- (a) All applications for development, subdivision, or other approvals that are in progress at the time of a state of emergency due to a disaster declaration by the Mayor shall be suspended for such time as the Administrator

deems necessary, provided that such suspension shall not exceed 18 months. The time frames established for reviews as set forth in the Town of Bluffton Unified Development Ordinance, shall be suspended during this period. All such applications shall be reviewed and acted on based on the provisions of the Unified Development Ordinance in effect at the time the application was deemed complete.

- (b) All applications for approvals or permits that are reviewed and acted on by the Historic Preservation Commission, the Corridor Review Board, the Construction Board of Adjustments and Appeals, the Planning Commission, or the Town Council that are in progress at the time of a state of emergency due to a disaster declaration by the Mayor shall be suspended until such time that the Board, Commission, or Council can reasonably schedule any required public hearings and meetings to review and act on such applications, provided that such suspension shall not exceed 18 months. All such applications shall be reviewed and acted on based on the provisions of the Unified Development Ordinance in effect at the time the application was deemed complete.
- (c) All applications for construction permits that are under review at the time of a Mayor declares a state of emergency due to a disaster shall be suspended for such time as the Building Official deems necessary, provided that such suspension shall not exceed 18 months from the date the Mayor declares the Town shall begin receiving applications for permits after the declared state of emergency due to a disaster. The time frames established for reviews as set forth in chapter 5 of the Town of Bluffton Municipal Code shall be suspended, during this period. All such applications shall be reviewed and acted upon based on the provisions of chapter 5 in effect at the time the application was submitted and deemed complete by the Building Official or his designee.
- (d) In cases in which permits have been issued prior to a declared state of emergency due to a disaster, construction may continue under the previous existing approved plans and inspections.

**EXCEPTIONS:**

- (1) Any deviation from approved plans shall require a new complete application review as required in article I of chapter 5.
- (2) New applications will not be processed until such time as determined by the Building Official or his designee. The suspension of processing new applications shall not exceed 18 months from the date the Mayor declares the Town shall begin receiving applications for permits after the declared state of emergency due to disaster.
- (3) All fees paid for previously submitted plans shall be applied to the fee for the new submission.

(Ord. No. 2009-11, att. A, 6-9-2009)

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

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

**EXCEPTIONS:**

- (1) Any deviation from approved plans will require a new complete application review as required in article I of chapter 5.
- (2) New applications will not be processed until such time as determined by the Building Official or his designee. The suspension of processing new applications shall not exceed 18 months from the date the Mayor declares the Town shall begin receiving applications for permits after the declared state of emergency due to disaster.
- (3) All fees paid for previously submitted plans shall be applied to the fee for the new submission.

(Ord. No. 2009-11, att. A, 6-9-2009)

**Secs. 21-403—21-500. Reserved.**

## **ARTICLE VI. CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS**

### **Sec. 21-501. Procedures for Construction Board of Adjustments and Appeals during the state of emergency due to a disaster.**

- (a) The Construction Board of Adjustments and Appeals will consist of a minimum of three members of the existing board.
  - (1) A minimum of three members must be present to conduct a meeting.
  - (2) There must be a majority vote of members present to overturn the Building Official's interpretation of the code. In no instance may the Building Official's interpretation of the code be overturned by less than three votes.
  - (3) Approval of a variance request shall require a majority vote by the members of the Board present for a decision.
  - (4) The Board shall meet bi-weekly, or more often if necessary, after the Mayor has declared the Town shall begin receiving applications for permits after a declared state of emergency due to a disaster.
  - (5) Location of meetings will be determined by the Building Official.

(Ord. No. 2009-11, att. A, 6-9-2009)

**Secs. 21-502—21-600. Reserved.**

## **ARTICLE VII. UNSAFE BUILDINGS**

### **Sec. 21-601. Unsafe buildings.**

Notwithstanding any other provision of this chapter, any uninhabited/unsafe structure or building that has been determined to be an immediate danger to life, health, safety or property shall be abated immediately in order to protect life, health, safety or property. The Building Official may take whatever steps are necessary to make the uninhabited, unsafe building/structure safe including but not limited to the demolition of the uninhabited/unsafe building/structure.

(Ord. No. 2009-11, att. A, 6-9-2009)

**Secs. 21-602—21-700. Reserved.**

## Proposed Motion

Consideration of an Ordinance Amending the Town of Bluffton Municipal Code of Ordinances, Chapter 21 – Emergency Permitting Procedures to Consolidate all Regulations Pertaining to Emergency Management and Civil Emergencies within one Chapter (First Reading)

*“I move to **Approve [ or Approve with changes, Deny]** amendments to the Town of Bluffton Code of Ordinances Chapter 21 – Emergency Management, Civil Emergencies.”*

TOWN COUNCIL



STAFF REPORT  
Projects and Watershed Resilience Department

MEETING DATE:	July 11, 2023
PROJECT:	Approval to Authorize a Contract to the South Carolina Department of Natural Resources to Update the 2004 May River Watershed Baseline Assessment (Fiscal Impact: \$155,000.00)
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects and Watershed Resilience

**REQUEST:** Staff requests that Town Council authorize the Town Manager execute a contract (Attachment 2) with the South Carolina Department of Natural Resources (SCDNR) to update the 2004 May River Watershed Baseline Assessment.

The total contract amount is \$155,000 and is within budget.

**BACKGROUND:** The Town of Bluffton commissioned the Marine Resources Research Institute of the South Carolina Department of Natural Resources (SCDNR), the United States Geological Service (USGS), and National Oceanic and Atmospheric Administration’s Center for Coastal Environmental Health and Biomolecular Research (NOAA-CCEHBR) to complete a multidisciplinary study of the May River. The study assessed water, sediment, and biological quality of the river in 2002-2003 to provide a comprehensive baseline of conditions prior to any major development activities in the watershed. In 2004, a final report was delivered to the Town.

At the February 10, 2022 meeting, the May River Watershed Action Plan Advisory Committee (WAPAC) voted to recommend a list of Strategic Plan priorities for Town Council’s consideration to include in the Strategic Plan FY 2023-2024. Staff provided Town Council with a Memo summarizing these recommendations at the February 15, 2022 Town Council Strategic Planning Workshop. Council agreed to add the Memo of WAPAC’s recommendations into the FY 2023-2024 Strategic Plan and will consider each recommendation once prioritized and fully developed by WAPAC.

At the June 23, 2022, WAPAC meeting, WAPAC Strategic Plan Priority 2 was identified as: Update assessments of current environmental health status of the Town’s watersheds compared to historical conditions to inform management opportunities. Thus, WAPAC’s recommendation is to update the 2004 report “A Baseline Assessment of Environmental and Biological Conditions in the May River, Beaufort County, South Carolina” to compare current environmental and biological conditions to the baseline.



At the April 27, 2023 WAPAC meeting, WAPAC unanimously voted to recommend that Town Council include in the FY24 budget an update to the 2004 report “A Baseline Assessment of Environmental and Biological Conditions in the May River, Beaufort County, South Carolina” completed by SCDNR, the USGS, and the NOAA-CCEHBR.

At the May 09, 2023 Town Council meeting, Town Council moved to accept WAPAC’s recommendation to include the \$155,000 for the Baseline Assessment Update in the FY24 Consolidated Municipal Budget.

At the June 13, 2023 Town Council meeting, Town Council adopted the Consolidated Municipal Budget for FY24, including \$155,000 for the Baseline Assessment Update.

**NEXT STEPS:**

- Execution of this contract with the South Carolina Department of Natural Resources (SCDNR).
- SCDNR performs work associated with the Baseline Assessment Update by December 31, 2024.
- SCDNR provides the Town with a final report containing its findings within sixty (60) days of final staff comments.

**SUMMARY:** This contract is supportive of the following guiding principles of the Town:

- May River & Surrounding Rivers and Watersheds Guiding Principle #1. Support initiatives, such as the May River Watershed Action Plan, to improve water quality of the May, Okatie/Colleton and New Rivers and their watersheds.
- May River & Surrounding Rivers and Watersheds Guiding Principle #2. Seek collaboration and partnerships that project and improve the May, Okatie/Colleton and New Rivers and their watershed.

Consistent with these Guiding Principles, Staff is requesting Town Council authorize the Town Manager to execute the proposed contract with SCDNR to perform the Baseline Assessment Update.

**ATTACHMENTS:**

1. Presentation
2. Contract
3. Proposed Motion



# **Approval to Authorize a Contract to the South Carolina Department of Natural Resources to Update the 2004 May River Watershed Baseline Assessment (Fiscal Impact: \$155,000.00)**

Presentation to Town Council  
Kimberly Washok-Jones  
Department of Projects & Watershed Resilience  
July 11, 2023

# Background –



- The Town of Bluffton commissioned the South Carolina Department of Natural Resources (SCDNR), the United States Geological Service (USGS), and the National Oceanic and Atmospheric Administration' (NOAA) to undertake a multidisciplinary study of the May River. The study was conducted to assess the water, sediment, and biological quality of the entire riverine system a final report was delivered to the Town in 2004.
- SCDNR is uniquely qualified to perform an update to the May River Watershed Baseline Assessment.
- Summary of May River Watershed Action Plan Advisory Committee (WAPAC) actions to date:

WAPAC Meeting Date	WAPAC Recommendation	Town Council Actions
2/10/22	Town Council include an update to the 2004 Baseline Assessment in the Town's Fiscal Year (FY) 23-24 Strategic Plan	<ul style="list-style-type: none"><li>• Agreed to Add WAPAC's Strategic Plan Priorities and Will Consider Each Recommendation Once Prioritized</li></ul>
4/27/23	Town Council include FY24 funding to Update the Baseline Assessment (\$155,000)	<ul style="list-style-type: none"><li>• Approved WAPAC's Recommendation at the 5/09/23 Town Council Meeting</li><li>• Adopted the FY 24 Consolidated Municipal Budget, including \$155,000 for the Baseline Assessment Update at the 6/13/23 Town Council Meeting</li></ul>

# Request



Staff requests that Town Council authorize the Town Manager to execute a contract with the South Carolina Department of Natural Resources (SCDNR) to update the 2004 May River Watershed Baseline Assessment.

The total contract amount is \$155,000 and is within the approved budget for Fiscal Year (FY) 2024.

# Next Steps




- Execution of this contract with the South Carolina Department of Natural Resources (SCDNR).
- SCDNR performs work associated with the Baseline Assessment Update by December 31, 2024.
- SCDNR provides the Town with a final report containing its findings within sixty (60) days of final staff comments.



# ***QUESTIONS & DISCUSSION***

# *Proposed Motion*



Section X. Item #4.

*“I move to **approve** authorizing the Town Manager to execute a contract between the South Carolina Department of Natural Resources and the Town of Bluffton to update the 2004 May River Watershed Baseline Assessment for \$155,000.”*

**Town of Bluffton  
South Carolina Department of Natural Resources  
Contract Agreement**

This Agreement is made and entered into by and between the Town of Bluffton ("the Town") and the South Carolina Department of Natural Resources ("SCDNR") pursuant to the following terms.

Whereas protection of the May River is of utmost priority for the Town and SCDNR is uniquely qualified and committed to diligently undertake the following project while applying its good-faith best efforts to accomplish the goal, and the further obligations of the parties set forth herein, the parties agree as follows:

1. **Project Name:** May River Project: Assessing Change After 20 Years
2. **Scope of Work** – The Scope of Work for this project is set forth in **Exhibit A** which is attached and incorporated by reference.
3. **Period of Performance** - This Agreement shall first be effective and SCDNR's performance shall begin upon the date of execution by the Town and, unless terminated sooner or amended by the parties, shall end December 31, 2024. In the event of an unforeseen delay in SCDNR's ability to complete all the work by the above-mentioned date, the Town's Technical representative (below) will be notified by SCDNR. This notification will include a new date for completion of all work and no additional cost will be incurred by the Town, in the event of a delay. Unless otherwise specified in the Budget, no pre-award expenses of SCDNR may be charged against this funding.
4. **Funds Source and Total Award** - The funds provided under this Agreement by the Town are from the Adopted Consolidated Fiscal Year 2024 (FY24) Municipal Budget and the total award to SCDNR is \$155,000. Unless this Agreement is formally amended by authorized representatives of the parties, the Town shall have no fiscal obligation to SCDNR exceeding this amount.
5. **Payment of Funds** - The funds provided by the Town to SCDNR under this Agreement are exclusively for use as contemplated in the Agreement and are provided on a cost-reimbursement basis for expenses identified in the budget which is attached as **Exhibit B** and incorporated by reference. SCDNR shall submit a quarterly invoice itemized by budget categories. Satisfactory progress reports and deliverables must be submitted when due for SCDNR to receive concurrent or subsequent payments under this Agreement. Not more than seventy-five percent (75%) of the amount obligated under this Agreement may be billed prior to the final invoice. The invoices shall reference the project name, Town contract number, and shall be submitted to the Town Technical representative (below) and to the Town's Finance Department at [invoice@townofbluffton.com](mailto:invoice@townofbluffton.com) no later than thirty (30) days following the end of the invoice period. After receipt, the Town will process the invoice within thirty (30) days of receipt. The final invoice shall be submitted promptly by SCDNR following completion of the work, including submission of satisfactory deliverable(s) and progress report(s), and in no event later than sixty (60) days from the date of such completion as referenced in Exhibit A.
6. **Budget Modification** - Without seeking approval of but upon providing written notice to the Town, SCDNR may shift any cost category by up to 20% of the total contract so long as such changes do not alter the Scope of Work to be performed. Any proposed shift in a cost category exceeding 20% of the



total contract must be presented to the Town and be approved in writing by the Town Contracting representative.

7. **Party Contacts:**

SCDNR Contracting:  
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Chief of Staff  
SCDNR  
P.O. Box 167  
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Scientist  
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Director of Compliance  
and Contracts  
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Town Administrative:  
Christina Hurd  
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Bluffton, SC 29910  
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Town Technical:  
Beth Lewis  
Water Quality Program  
Administrator  
Town of Bluffton  
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Bluffton, SC 29910  
843-540-1507  
blewis@townofbluffton.com

8. **Assignment or Subcontracting** - Other than where stated here, SCDNR shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party unless presented to and approved by the Town in writing. SCDNR intends to engage the National Oceanic and Atmospheric Administration (NOAA) to perform sediment contaminant analysis for this Project and the Town consents at this time.
9. **Independent Contractor** - SCDNR is an independent contractor, not a partner or joint venturer, and shall not act as an agent for the Town. Nor shall SCDNR or its agents be deemed to be employees of the Town for any purposes whatsoever. Neither Party shall have any authority, either express or implied; to enter any agreement, incur any obligations on the other party's behalf, or commit other party in any manner whatsoever without the express prior written consent of the other party's authorized representative.
10. **Records and Audits** - SCDNR shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this Agreement. Records produced or acquired in a machine-readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the

Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the Town. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

Additionally, the SCDNR agrees that the Town may conduct audits during normal business hours for the purpose of inspecting projects, equipment, or products, which have been funded in whole or in part under this Agreement.

11. **Work Product / Intellectual Property** - The SCDNR grants to the Town, as applicable, a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the final report of SCDNR for governmental purposes. Otherwise SCDNR shall own the work product and intellectual property rights developed in association with the project.
12. **Acknowledgement of Funding** – SCDNR will make reasonable efforts to acknowledgement the fiscal support of the Town through this Agreement in any press releases, research reports, or similar communications related to the project.
13. **Notices** - Any notice required under this Agreement shall be in writing and addressed to the contracting representatives identified above or to such other addresses as the party to be notified may designate from time to time in writing by like notice to the other party.
14. **Severability** - If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.
15. **Lawful Actions** - SCDNR is responsible for obtaining all permits, licenses, certificates, or authorizations otherwise required for the Project and shall comply with all applicable federal, state, and local laws in performing under this Agreement.
16. **Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial** - This Agreement will be governed by the laws of the State of South Carolina. Any action or proceeding brought by either party in connection with this Agreement shall be brought and enforced in the Circuit Court of the State of South Carolina.
17. **Freedom of Information Act** - The parties acknowledges and agrees that this Agreement and any and all information obtained in connection with this Agreement are subject to the South Carolina Freedom of Information Act (FOIA) (S.C. Code Ann. § 30-4-10, *et seq.* (1976)).
18. **Force Majeure** - Neither party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.
19. **Termination** - Either party may terminate this Agreement if a party materially breaches its obligations

under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

In case of termination, SCDNR shall be reimbursed for all allowable costs incurred and non-cancelable commitments made under the terms of this Agreement prior to such termination. Payment shall be made upon submission to the Town of an invoice covering the aforementioned performance and submission of any and all results achieved to the time of termination and acceptance thereof by the Town..

20. **Entire Agreement and Amendment** - This Agreement supersedes any previous oral or written agreements made by the parties regarding the subject matter of this Agreement. With respect to any discrepancy between the terms of this Agreement and any attachments or exhibits, the terms of this Agreement control. The parties acknowledge that this Agreement shall not be amended, modified, or revised except in writing and signed by authorized representatives of both parties.

*{Signature Page(s) Follow}*

The parties have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

**TOWN OF BLUFFTON**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SC DEPARTMENT OF NATURAL RESOURCES**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**Exhibit A**  
**Scope of Work**

Project Name: May River Project: Assessing Change After 20 Years

Please see Exhibit A. *May River Project: Assessing Change after 20 Years* Below



# May River Project: Assessing Change After 20 Years

Andrew Tweel, Ph.D.

Denise Sanger, Ph.D.

Pamela Marcum

*Environmental Research Section*

Peter Kingsley-Smith, Ph.D.

Gary Sundin

*Molluscan Research and Monitoring Section*

Marine Resources Research Institute

Marine Resources Division

South Carolina Department of Natural Resources

217 Ft. Johnson Rd.

Charleston, SC 29412

June 2023

## Background and Rationale for Study

In 2022, the Town of Bluffton expressed interest in revisiting the original 2002 May River Project. The original study was implemented to characterize environmental quality in the ecologically, culturally, and economically important May River and its watershed (MRD 2004). At the time, rapid development was beginning in the watershed and there was concern that the environmental quality of the May River could be altered. Now, two decades following the original research, significant development has and is still occurring, and these changes may interact with other changes in sea level, weather patterns, and climate that have also occurred during this time period. Furthermore, increased use of the waterways has also occurred. During the interval from 2002 to 2018, the May River headwater impervious cover has increased from 6% to 15%.

The effort outlined below is designed to revisit the original study as closely as possible, while maintaining an efficient and focused approach. The resulting analysis will compare the original data to the new data in the context of the various changes that have occurred in the area over the last two decades.

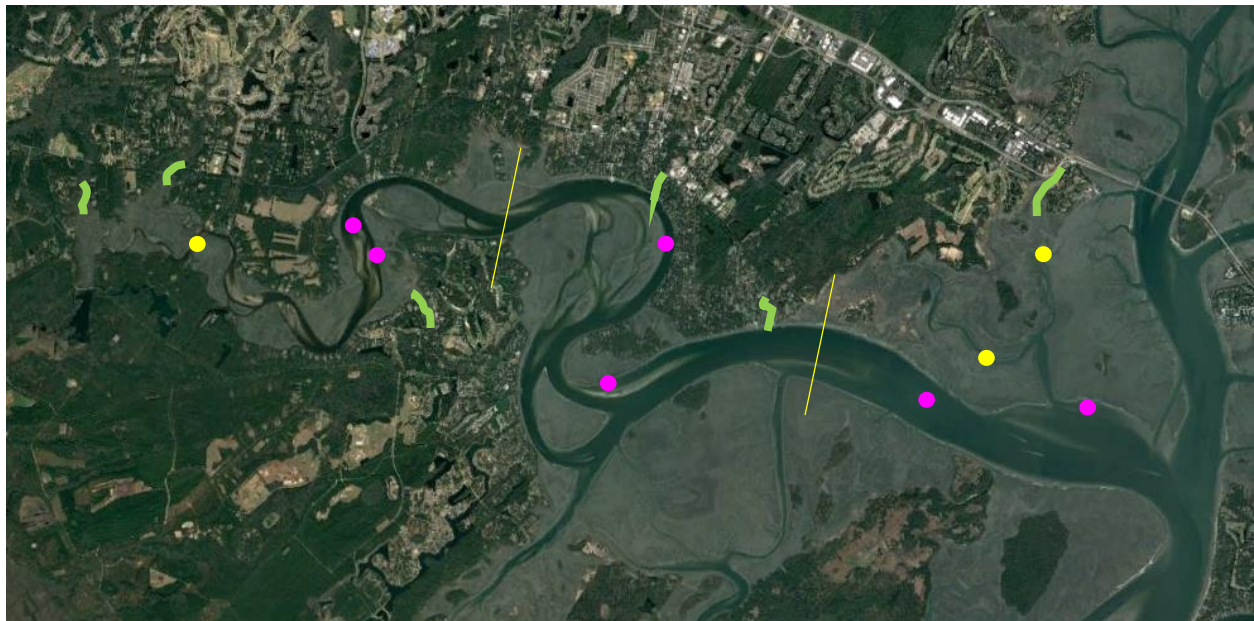
## Project Approach

### General Study Design

The proposed effort is designed to capture a variety of habitat types, provide broad spatial coverage, and to represent areas sampled in the original effort. As in the original 2002 study, three general zones representing the upper (zone 1), middle (zone 2) and lower (zone 3) portions of the river (approximately 7-kilometer-long segments of the May River) will be sampled (Figure 2). Within Zone 1, the following sampling sites will be identified: (1) two subtidal stations will be randomly located in the mainstem of the river for open-water sampling and oyster bar investigations, (2) one subtidal station will be randomly located in the headwater portions of the river for large tidal creek sampling; (3) three headwater tidal creeks will be sampled. Within Zone 2, the following sampling sites will be identified: (1) two subtidal stations will be randomly located in the mainstem of the river for open-water sampling and oyster bar investigations, (2) one subtidal station will be randomly located in a smaller branch of the river for open-water sampling, and (3) two headwater tidal creeks will be sampled. Within Zone 3, the following sampling sites will be identified: (1) two subtidal stations will be randomly located in the mainstem of the river for open-water sampling and oyster bar investigations, (2) two subtidal stations will be randomly located in the tidal creeks branching off the river for large tidal creek sampling; and (3) three headwater tidal creeks will be sampled.

For the purposes of this study and the SCECAP program, a large tidal creek represents estuarine water bodies of less than 100 meters (m) in width from marsh bank to marsh bank. In addition, two headwater tidal creeks will be intertidally sampled within each zone. For the purposes of this study and the TCP, a headwater tidal creek is defined as the point where water depth in the channel is approximately 1 m deep at mean high water and continuing down the creek for 600 m. This sampling regime yields 16 sampling areas (Fig. 2). All stations will be located using GPS coordinates from the original sampling effort.

Biological, sediment, and water quality sampling will be conducted by SCDNR during the summer of 2023. Sampling of the biota (fish, benthic invertebrates), and sediments, as well as water quality monitoring will be conducted once at each of the 16 sites. Oyster bed sampling will be conducted in representative beds in each zone of the mainstem of the May River. All sampling will be coordinated among groups where possible to ensure maximum cost savings. A general description of the methods to be used is provided for each major program element.



**Figure 1.** Proposed sampling sites and zones. Green lines indicate tidal creek sites, yellow dots indicate tidal creek sites, and the fuschia dots indicate open water sites. Yellow lines delineate sampling zones from left (1) to right (3).

### Proposed Tidal Creek and Open Water Assessments



The water quality, biological, and sediment monitoring conducted by SCDNR will occur in the summer 2023. Sampling at the six subtidal sites in the mainstem of the estuary and the four sites in the subtidal portions of the tidal creeks in each zone will follow standardized SCECAP sampling protocols and are shown in Figure 1 and outlined in greater detail in SCDNR publications (Sanger et al 2022 and references therein). These procedures are based on the EPA's National Coastal Condition Assessment (<https://www.epa.gov/national-aquatic-resource-surveys/manuals-used-national-aquatic-resource-surveys#National%20Coastal%20Condition%20Assessment>). These protocols are briefly described below:

#### *Water quality*

Water-quality measurements will be collected at all stations prior to deployment of other sampling gear. Instantaneous measurements will include near-surface, mid-depth and near-bottom measurements of dissolved oxygen, salinity, and temperature using a Yellow Springs Instrument (YSI®) Inc. water-quality meter. The near-surface measurements will be collected approximately 0.3 m below the surface and the near-bottom measurements will be collected from approximately 0.3 m above the substrate. More complete time-profile measurements of all four parameters also will be obtained from the near-bottom waters of each site using YSI® Model 6920 multiprobes. Measurements will be logged at 15-min intervals for a minimum of 25 hours (hrs) to record readings over two complete tidal cycles. If possible, longer 96-hr time series may be used.

Secchi disk readings will be collected during water quality sampling. All readings will be taken to the nearest 0.1 m using a solid white disk with measurement protocols standardized to reduce or eliminate readings that may be affected by glare or surface wave chop.

Water samples will be collected to be analyzed for Total Phosphorus, Total Nitrogen, nitrate/nitrite, and fecal coliform. These will be handled and processed using methods applied in the SCECAP program (Sanger et al. 2022).

#### *Sediment Quality*

Several replicate grab samples of sediments will be collected, by SCDNR personnel, at each station to evaluate sediment characteristics, sediment contaminant levels, and benthic community composition. A total of 4 to 6 grab samples will be collected at each site using a stainless steel 0.04 square meter (m<sup>2</sup>) [or 400 square centimeters (cm<sup>2</sup>)] Young grab sampler from an anchored boat. The boat will be repositioned after each sample to ensure that the same bottom is not sampled twice and to spread the samples over a 10-20 m<sup>2</sup> bottom area. All grab samplers will be thoroughly cleaned prior to field sampling and rinsed with isopropyl alcohol and seawater between stations.

Three of the grab samples will be collected by SCDNR personnel for analysis of benthic community composition. These samples will be washed through a 0.5 millimeter (mm) sieve to collect the benthic fauna and preserved in a 10 percent buffered formalin-seawater solution containing rose bengal stain. The remaining grab samples will be used to obtain a sediment-composite sample for analysis of sediment composition, contaminants, and sediment toxicity. Only the surficial sediments [upper 5 centimeters (cm)] will be collected from these grabs and combined to produce a composite sediment sample, which will be thoroughly stirred and subdivided into separate containers for use in sediment bioassay (Microtox® tests), sediment characterization analyses (sand and silt/clay composition), total organic carbon, porewater analyses (pH, salinity, and ammonia), and analyses of sediment contaminants (metals, organics). The composited samples will be kept on ice until taken to the collaborating laboratory, and stored, either at 4°C (toxicity, porewater) or frozen (contaminants, sediment composition, TOC), until analyzed.

Particle size analyses will be performed using a modification of the pipette method described by Plumb (1981). Percentages of sand, grain size greater than or equal to 63 µm in diameter will be determined by separation through a 63 µm sieve. Silt/clay, grain size less than 63 µm, will be determined by timed pipette extractions. Pore water ammonia will be measured using a Hach Model 700 colorimeter and TOC is measured on a Perkin Elmer Model 2400 CHNS Analyzer.

All contaminants will be sampled, handled, and analyzed by NOAA's NCCOS using the same protocols as the SCECAP program (Sanger et al 2022 and references therein). The primary methods are described by Balthis et al (2012), Chen et al (2012), Kucklick et al (1997), and Long et al (1997).

Sediment toxicity will be measured using the Microtox assay, consistent with SCDNR's SCECAP effort. The Microtox® assay utilizes the photoluminescent bacterium, *Vibrio fischeri*, to provide a sublethal toxicity measure that is based on the attenuation of light production by the bacterial cells when they are exposed to a toxic material. Solid-Phase Microtox® assays follow the protocols described by the Microbics Corporation (1992).

#### *Biological Quality*

Benthic samples will be collected at the same sites using the same grab sampling gear and sorted in the laboratory to remove the organisms from sediments remaining in the sample. All organisms will be identified to the species level,



or the lowest practical level possible if the specimen is damaged or incomplete. A reference collection is maintained at the SCDNR Marine Resources Research Institute.

Fish and large crustaceans (primarily penaeid shrimp and blue crabs) will be collected, measured, and released on site at each site following the benthic sampling to evaluate community composition. Two replicate tows will be made at each site using a 4-seam trawl (18-foot (ft) rope, 15 ft head rope and 0.75-inch (in). bar mesh throughout). Trawl tow lengths will be standardized to 0.5 kilometer (km) for open-water sites and 0.25 km for creek sites. Tows will be made only during daylight hours with the current and speeds standardized as much as possible. Tows made in tidal creeks will be limited to periods when the marsh is not flooded (approx. 3 hrs + mean low water). This limitation also is generally applied to open water sites. Catches are sorted to lowest practical taxonomic level, counted, and checked for gross pathologies, deformities or external parasites. All organisms will be measured to the nearest cm. When more than 30 individuals of a species are collected, the species is subsampled to measure and assumed to represent the length distribution of the total sample which is counted.

#### ***Proposed Headwater Tidal Creek Assessments***

The water quality, biological, and sediment monitoring conducted by SCDNR will occur in the summer of 2023. Alternate sampling protocols consistent with SCDNR Tidal Creek Project methods will be used for the headwater portions of the creeks because these habitats are largely intertidal (Sanger et al 1999, Lerberg et al 2000). The laboratory protocols will primarily follow the same procedures as described for the subtidal sampling and will not be reiterated below unless they differ. The intertidal sampling of the headwater tidal creeks will occur throughout the upper 600 m of each headwater creek. Within this area, six benthic community samples will be collected in each creek with a 45.6-cm<sup>2</sup> hand core at 1 m below mean high water. In addition, sediment samples will be collected for analyses of grain size, TOC, porewater ammonia, and chlorophyll-a, corresponding to each of the six benthic community samples in each creek. These ancillary data will be used to evaluate chemistry and the benthic community data. The surface sediment samples for chlorophyll-a analysis will be analyzed following standard procedures utilized in tandem efforts at SCDNR.

At the primary benthic community sampling site in each creek, the following samples also will be collected: (1) sediment samples for chemical contamination; (2) sediment samples for toxicity tests (i.e., Microtox); and (3) one water sample for fecal coliform concentrations and typing. In addition, water samples will be collected to measure nutrient concentrations, turbidity, and fecal coliform concentrations.

Water quality will be monitored in each creek for a minimum of 25 hours to capture a full tidal cycle as well as day and nighttime conditions. Water-quality measurements will be made using a YSI instrument which collects temperature, pH, salinity, dissolved oxygen, and depth data at 15 min intervals.

**Table 1.** Summary of parameters proposed for this effort, comparison to original study, and relevant existing monitoring efforts.

	2002-2004 study	Proposed 2023 study	Existing monitoring
Sites	Headwater TC, large TC, OW. Full length coverage.	Headwater TC, large TC, OW. Full length coverage.	
Stream gages	3 sites	No gages	
Water quality	Quarterly (16)	Summer only	
Fecal sampling	Quarterly conc. (6) and summer typing (16)	Summer only, conc.	Existing monthly sampling
Sediment quality	Summer (16)	Summer (16)	
Benthic community	Summer (16)	Summer (16)	
Fish/crustacean	Summer (16)	Summer (10)	Eric Montie, USCB in HTC
Phytoplankton	Quarterly (16)		

### ***Proposed Shellfish Assessments***

#### ***Overview***

The initial baseline assessment was conducted in 2002 – 2003 (MRD 2004). Oyster size, abundance, health, and disease status were all assessed in the summer. Recruitment and associated fauna were determined from habitat trays set and collected in spring (to capture a single growing season). Staff from the Shellfish Research and Monitoring Section propose to use broadly similar approaches, with a few omissions and with a reduction in overall effort to allow the work to be accomplished based upon staff availability and existing commitments.

The original effort collected samples at 11 sites within upper (n = 3), mid (n = 5), and lower (n = 3) strata within the May River watershed during the summer. Sampling included 55 quadrat-based (5 replicates at each site) using a 0.143 m<sup>2</sup> quadrat. Quadrats were placed at randomly chosen points along a transect line parallel to the water at approximated mean sea level. Quadrats were excavated to approximately 11 cm below the substrate. All live and dead oysters were measured.

The original effort collected 25 individual oysters from each of 11 sites (n = 275) in September 2022. These individual animals were analyzed for the prevalence and intensity of Dermo (*Perkinsus marinus*) and MSX (*Haplosporidium nelsoni*) infections.

The original effort deployed triplicate recruitment tray samples (0.434 m<sup>2</sup>) at each site with each tray containing 11.5 gallons of loose oyster shell. Trays were deployed in April 2002 and collected in March 2003. All oyster spat

and live oysters were measured. Key associated fauna, including crustaceans, worms, gastropods, and associated bivalves, were identified and enumerated.

*Proposed Oyster Sampling*

Oyster size and abundance: To reduce effort while creating a comparable data set, staff propose to collect data at 6 of the original sites, 2 from each strata (Figure XXX). Staff propose to use a similar method of positioning and excavation to collect triplicate 0.0625 m<sup>2</sup> quadrat samples at the 6 sites. Photographs will be taken of each quadrat prior to excavation. Quadrat sampling will be completed in July – September 2023. Samples will be processed by measuring the shell height of all individual live and recently dead oysters, measured from the umbo to the shell margin. Shell height data will be entered into a database using a digital caliper system. Shell height frequency histograms and other summary statistics, including mean size, observed mortality (% live), and total abundance, will be calculated and used in analyses similar to those used in the original study.

Oyster disease status: From each quadrat (n = 18), 8 individual oysters will be reserved to analyze for the prevalence and intensity of the key oyster diseases in SC, namely Dermo and MSX. These data will be compared to the findings of the original study as well as to other historical and recent efforts to examine the prevalence and intensity of these diseases in SC.

Oyster Recruitment: At each of the 6 sites, triplicate recruitment trays (0.143 m<sup>2</sup>) each containing 2 gallons of loose oyster shell will be deployed in the winter of 2022-23, during the recurring annual SC oyster demographic assessment program implemented by the SRS. Trays will be retrieved approximately 1 year later during the 2023-24 demographic sampling season. All live oysters and spat will be counted and measured in the lab using the methods previously described. Additionally, key fauna will be identified and enumerated. These data will be analyzed using methods similar to those used in the original study.



**Figure 2.** Locations (red circles) of sites proposed for collections of oysters for a biological assessment of the May River. Sites are a subset (6 of 11) of the sites used in the initial baseline assessment (MRD, 2004). Sites are divided into 3 strata upper (U), mid (M), and lower (L).

**Table 2.** Comparison of original study and proposed metrics for oyster portion of 2023 effort.

	2002-2004 study	Proposed 2023 study
Oyster demographics: <ul style="list-style-type: none"> <li>• abundance</li> <li>• size (shell height)</li> <li>• % mortality</li> </ul>	11 sites in upper (3), mid (5) and lower (3) zones 5 replicates per site	6 sites in upper (2), mid (2) and lower (2) zones 3 replicates per site
Health / tissue contamination	20 per site, subcellular analyses	Not proposed
Oyster disease	25 oysters per site 11 sites Dermo and MSX Prevalence & intensity	24 oysters (8 x 3) per site 11 sites Dermo and MSX Prevalence & intensity
Oyster recruitment	3 recruitment trays at each of 11 sites Live, dead, measured and counted Key fauna identified and counted	3 recruitment trays at each of 11 sites Live, dead, measured and counted Key fauna identified and counted

#### Analysis and Progress and Final Report Preparation

Data analysis will include direct comparison of the original and new datasets using a variety of statistical approaches including analysis of variance and multiple regression. Other datatypes incorporating land use characteristics will also be included to explore potential relationships between development intensity and environmental quality as indicated by the various metrics.

The SCDNR will submit a quarterly progress report to the Town. Each report shall describe the status of the SCDNR's performance since the preceding report and the progress expected to be made in the next successive period. Each report shall describe SCDNR's activities by reference to the work specifications contained in the Scope of Work. If scheduled, a progress report is required even if there has been no activity.

A report detailing findings, including a comparative analysis to the original dataset, will be provided to the Town of Bluffton by the date specified in the agreement. The report will document conditions of the water quality, sediment quality, and living resources of the May River tidal creek ecosystem and compare those conditions with other typical, non-polluted sites in Beaufort County have been sampled through SCECAP and TCP.

Town of Bluffton-SCDNR Agreement  
2023 May River Water Quality Study

Final report will be provided to the Town of Bluffton for comment no later than thirty (30) days following project close. Final report submitted no later than sixty (60) days following project close if at least two (2) weeks are allowed for incorporating feedback. All data generated will be provided to the Town of Bluffton in spreadsheet format (Excel). If requested, will present the findings of this study to Town audiences, including but not limited, to, committees and/or Town Council.

### Budget

The costs for the effort outline above total \$155,000. This is detailed in appendix B of the overall agreement.

### Proposed Timeline

Time Period	Project Segment
Spring 2023	Deployment of oyster trays (not Town funded)
Early July 2023	Project start
July-August 2023	Field sampling (tidal creeks, open water sites and oyster disease/demography)
Fall/Winter 2023	Laboratory analyses incl. QAQC
Winter/Spring 2023/2024	Data analyses incl. QAQC. Collection of oyster trays
Spring/Summer 2024	Writing and analysis
Fall 2024	Report complete
December 2024	Project end

### References

Balthis, L., J. Hyland, C. Cooksey, E. Wirth, M. Fulton, J. Moore, and D. Hurley. 2012. Support for Integrated Ecosystem Assessments of NOAA's National Estuarine Research Reserve System (NERRS): Assessment of Ecological Condition and Stressor Impacts in Subtidal Waters of the Sapelo Island National Estuarine Research Reserve. NOAA Technical Memorandum NOS NCCOS 150. NOAA Center for Coastal Environmental Health and Biomolecular Research, Charleston, SC. 79 pp.

Chen, S., R. Torres, M. Bizimis, E.F. Wirth. 2012. Salt marsh sediment and metal fluxes in response to rainfall. *Limnology and Oceanography: Fluids and Environments* 2: 54-66.

Kucklick, J.R., S. Sivertsen, M. Sanders, and G. Scott. 1997. Factors influencing polycyclic aromatic hydrocarbon concentrations and patterns in South Carolina sediments. *Journal of Experimental Marine Biology and Ecology* 213: 13-29.

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Marine Resources Division (MRD). 2004. A baseline assessment of environmental and biological conditions in the May River, Beaufort County, South Carolina, 225 pp.

Sanger, D.M., A.W. Tweel, S.P. Johnson, C.E. Parker, J.G. Cowan, N.R. Shea, D.E. Chestnut, B. Rabon, K.E. Wilson, E.F. Wirth, and M.E. DeLorenzo. 2022. The Condition of South Carolina's Estuarine and Coastal Habitats During 2019-2020: Technical Report. Charleston, SC: South Carolina Marine Resources Division. Technical Report No. 112. 47 p.

Sanger, D.M., Holland, A.F. and Scott, G.I., 1999. Tidal creek and salt marsh sediments in South Carolina coastal estuaries: II. Distribution of organic contaminants. *Archives of environmental contamination and toxicology*, 37, pp.458-471.

**Exhibit B  
Budget**

Project Name: May River Project: Assessing Change After 20 Years

For annual breakdown please see attached Excel spreadsheet entitled May River Project\_SCDNR\_2023\_Budget.xlsx

**Project Title:** May River 20 years later

**Time Period:** July 1, 2023-December 30, 2024

**TOTAL BOTH YEARS**

<b>CATEGORY</b>	<b>Rate</b>	<b>Time</b>	<b>Total</b>
<b>Personnel</b>			
PI/leadership			0
Biologist II			23488
Biologist II			3860
Biologist I			9001
Biologist II			3811
Biologist I			5695
Hourly			5760
<b>Personnel Total</b>			<b>51,615</b>
<b>Fringe</b>			
Salary (@ 45% sal, 28% hourly)			17663
<b>Indirect</b>			<b>17034</b>
<b>Travel and Transport</b>			<b>3840</b>
<b>Contractual</b>			<b>38,208</b>
<b>Supplies and materials</b>			<b>5229</b>
<b>Fixed Costs</b>			
Vehicle mileage (@ \$0.535/mile)			3125
Boat use			2,280
<b>Other</b>			
Boat gas+student			16,006
<b>TOTAL</b>			<b>155,000</b>

**Attachment 3**  
**Proposed Motion**

**Approval to Authorize a Contract to the South Carolina Department of Natural Resources to Update the 2004 May River Watershed Baseline Assessment (Fiscal Impact: \$155,000.00)**

Proposed Motion

*“I move to approve authorizing the Town Manager to execute contract between the South Carolina Department of Natural Resources and the Town of Bluffton to update the 2004 May River Watershed Baseline Assessment for \$155,000.”*



TOWN COUNCIL



STAFF REPORT  
Projects and Watershed Resilience Department

MEETING DATE:	July 11, 2023
PROJECT:	Consideration of a Proposed Lighting Agreement with Dominion Energy for Oyster Factory Park Parking Lot (Fiscal Impact – \$105,445.20)
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects and Watershed Resilience

**REQUEST:** Town Staff requests Town Council to authorize the Town Manager to execute a Lighting Agreement (Attachment 2) with Dominion Energy to provide Lighting Installation and Lighting Services for the Oyster Factory Park project. The total contract amount of \$105,445.20 will be billed monthly over a 10-year duration.

The cost is within the approved budget limits established with the Adopted Consolidated Municipal Budget for Fiscal Year (FY) 2024.

**BACKGROUND:** Oyster Factory Park, “the Park,” is a County owned park located inside the Town of Bluffton. The Park is comprised of several parcels. Many of the parcels are owned solely by Beaufort County with one being owned jointly with the Town. The Town and the County executed an Operational Agreement dated February 17, 2017, whereby the Town agreed to be the managing partner for The Park. This includes managing operations, maintenance, capital improvements, safety, events, and other facets of the Park. The Park is subject to a conservation easement held by The Open Land Trust and recorded at the Beaufort County Register of Deeds.

Over the past several years, the Town has utilized SCE&G, now Dominion, to provide lighting on several streetscape and lighting projects throughout the Historic District. To provide lighting inside the recently completed Oyster Factory Park parking area, staff contacted Dominion Energy to obtain a Lighting Agreement for installation and maintenance of lights. The agreement governing ownership, costs, facility installations, and durations are outlined in the Lighting Agreement attached hereto for reference as Attachment 2. No easement from the Town or the County will be required to complete the scope.

The Agreement allows for 10 LED Sheppard Crook lights to be installed at the Park. The lights and the poles will be owned, operated, and maintained by Dominion. The duration of the agreement is 10 years. A cost breakdown is as follows;

- |                                |                        |
|--------------------------------|------------------------|
| • 10 LED Sheppard Crook Lights | 71.29 \$/Month         |
| • Monthly Facility Fee         | 807.42 \$/Month        |
| • <b>Total Monthly Cost</b>    | <b>878.71 \$/Month</b> |

**NEXT STEPS:** Should Town Council desire to authorize the Town Manager to execute the Lighting Agreement, the following next steps will be implemented:

1. Town Manager executes Agreement.
2. Dominion Energy orders the light fixtures and poles
3. Dominion Energy completes installation of wires and lights.

**SUMMARY:** This Lighting Agreement allows lighting to be present in the newly constructed parking area. In addition to the 35 car and 11 cart spaces being added to the Historic District, the inclusion of lighting will increase safety for residents, events, and visitors of the park. The lighting, in conjunction with the sidewalks and other aspects of the project increase safety, connectivity, and walkability for the Park and adjacent areas. Taken together, the features create greater access to the May River and the scenic vistas present at Oyster Factory Park.

**ATTACHMENTS:**

1. Presentation
2. Contract
3. Proposed Motion



# **Consideration of a Proposed Lighting Agreement with Dominion Energy for Oyster Factory Park Parking Lot (Fiscal Impact – \$105,445.20)**

Presentation to Town Council

Kimberly Washok-Jones

Department of Projects & Watershed Resilience

July 11, 2023

# Background

## *Project Scope:*

- Oyster Factory Park currently has a parking improvement project underway. The project will provide 35 car and 11 cart spaces as well as a green open space lawn area north of the pavilion, all of which will be available to the public.
- The civil portion of the project is substantially complete. The landscaping portion is scheduled to begin in late June 2023 and be completed .
- Lighting is part of the project scope and will be completed by Dominion Energy.
- Lighting will be LED in nature and monitored by Dominion for operations and diagnostics.
- The Agreement and cost will span 10 years with a monthly cost of \$878.71.
- Dominion will own the pole and the fixture.
- Any additional elements mounted to the poles will need to be reviewed and approved by Dominion (i.e. banners, Christmas decorations, cameras, etc).





## Light Fixture Imagery:



## Recommendation

- Staff recommends Town Council authorize the Town Manager to execute a Contract with Dominion Energy for \$105,442.20, to purchase and install the lighting and lighting components, as well as provide lighting service for the Oyster Factory Park new parking area

## Next Steps

- Following Council approval of the contract, staff will execute the contract and schedule procurement and installation with Dominion as soon as possible.





# **QUESTIONS &** **DISCUSSION**

## *Proposed Motion*

“I move to **approve** authorizing the Town Manager to enter into a Lighting Agreement with Dominion Energy for Lighting Installation and Lighting Services at the Oyster Factory Park for \$105,445.20.”

**LIGHT EMITTING DIODE (LED) LIGHTING AGREEMENT  
TOWN OF BLUFFTON  
OYSTER FACTORY PARK  
BLUFFTON , SC, 29910**

THIS AGREEMENT ("Agreement") is entered into and **effective this 23RD day of May, 2023**, by and between **TOWN OF BLUFFTON** ("Customer") and Dominion Energy South Carolina, Inc. ("Company"), a South Carolina corporation. Customer and Company may be referred to individually as "Party" or collectively as "Parties".

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the Parties hereto covenant and agree with each other as follows, namely:

**ARTICLE I**

**LIGHTING SERVICE:** Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security or public safety. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting. Company shall also perform remote monitoring and diagnostic service for the LED fixtures and those charges are included in the facility fee.

**ARTICLE II**

**RATE AND MONTHLY FACILITY CHARGE:** Customer shall be billed an energy charge for both the LED fixture and the pole mounted receptacle usage in accordance with Company's "General Service", Rate 9, attached hereto and incorporated herein by reference, which is currently **\$0.13724 per kwh**. The energy charge is calculated on an unmetered basis. The LED fixture usage is estimated based on the manufacturer's specified input wattage. The pole mounted receptacle usage is based on estimated yearly usage equalized for a monthly charge. The Company reserves the right to meter one or more of the LED luminaires and/or pole mounted receptacles. Based on the above, Customer's **monthly lighting energy charges shall be \$36.60 per month for LED fixtures and \$18.53 for pole mounted receptacle** plus a **Basic Facilities Charge (BFC) of \$8.25 per month**, plus a **Distributed Energy Resource Program charge ("DER Charge") of \$7.91**. The energy charge and the BFC are subject to change upon periodic review and approval by the Public Service Commission of South Carolina (PSC), in the manner prescribed by law.

Fixture Type	Input Watts	Qty	Converted Kwh	Rate 9	Total Energy Charge (\$)
LED Shepherd - L - 80W	80	10	266.67	\$0.13724	\$36.60
Receptacle	150	10	135	\$0.13724	\$18.53
					<b>\$55.13</b>

<b>Energy Charge</b>	<b>\$55.13</b>
<b>Basic Facilities Charge</b>	<b>\$8.25</b>
<b>DER Charge (DER)</b>	<b>\$7.91</b>
<b>Total Energy, BFC, and DER</b>	<b>\$71.29</b>

Customer will also be charged a monthly facility charge in accordance with Rate 9 in the amount of **1.7%** of the total project cost per month as of the effective date of this Agreement. The Customer agrees to pay the Company a continuing monthly facility charge in the amount of **\$807.42 (1.7% times \$47,495.00)**. The monthly facility charge will not change during the term of the Agreement.

Customer's initial monthly lighting charges for this project will total **\$878.71** plus S.C. sales tax and all other applicable fees.

<b>Rate</b>	<b>Item</b>	<b>Total</b>
<b>9</b>	<b>Total Energy Charge, BFC, and DER</b>	<b>\$71.29</b>
	<b>Monthly Facility Charge</b>	<b>\$807.42</b>
	<b>Total Monthly Lighting Charges</b>	<b>\$878.71</b>

Additionally, this Agreement and all services rendered hereunder are subject to Company's "General Terms and Conditions" as approved by the PSC as they may now exist or may be amended in the future. The "General Terms and Conditions" as they currently exist are made a part of this Agreement as attached.

### ARTICLE III

**AID-TO-CONSTRUCTION:** Customer has requested, and Company has agreed to install facilities. The installation cost does meet the 4 to 1 ratio and therefore no aid to construction is required for this project.

**CONDUIT:** Customer agrees to provide and install all two (2) inch schedule 40 gray electrical PVC lighting conduit and pole bases to Company specification. Company shall assume no responsibility for repairs to or replacement of damaged conduit.

### ARTICLE IV

**INSTALLATION AND MAINTENANCE:** Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange of luminaires, poles and/or

related equipment that are determined to be non-compliant by governmental entities. **Company agrees to install underground wiring and appurtenances for 10 LED Shepherd - L - 80W luminaires mounted on 10 15' mh Shepherd Aluminum poles direct buried. Company also agrees to install a control (node) on each LED luminaire to provide photocontrol, remote monitoring and diagnostics for this lighting project. This lighting installation will be located at Oyster Factory Park Bluffton , South Carolina.** The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of LED luminaires and poles. The Customer must notify the Company of any non-functioning or mal-functioning lights. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing and/or performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around LED luminaires and poles.

---

Customer Initial/Date

#### ARTICLE V

**REPLACEMENT AND MAINTENANCE:** Company shall perform all ordinary replacement and maintenance due to normal wear and tear on the equipment and appurtenances. This shall include the replacement of conductor and electrical connections. Non-standard equipment replacement may be delayed until such equipment can be ordered and delivered to Company. Company shall retain ownership of poles located on Customer's premises.

In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all extraordinary replacement and maintenance work that is not recovered by Company from third parties tortfeasors.

If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

#### ARTICLE VI

**TERM:** This Agreement shall continue for the full initial term of **ten (10) years** and continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate.

#### ARTICLE VII

**TERMINATION FOR DEFAULT BY CUSTOMER:** The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; 3) dissolution of business entity; 4) discontinuation of access; or 5) unauthorized modification of equipment. In the event of default, Company reserves the right to terminate this Agreement. Should Customer terminate prior to the end of the initial term of this Agreement, an early termination charge outlined in Article VIII shall apply.

#### ARTICLE VIII

**EARLY TERMINATION CHARGE:** Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge excluding fuel for the remainder of the contract term; plus the sum of the original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal

and disposal costs, plus environmental remediation costs, less any applicable salvage values, the total cost of which shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated.

#### ARTICLE IX

LIMITATION OF LIABILITY: THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE. CUSTOMER AGREES TO INDEMNIFY COMPANY IN THE EVENT THAT A THIRD PARTY SHOULD BRING A CLAIM AGAINST COMPANY ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDLESS OF THE FAULT OR NEGLIGENCE OF COMPANY.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

#### ARTICLE X

WARRANTIES: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

#### ARTICLE XI

RIGHT OF WAY: Customer hereby grants Company free access and right of way to maintain install and remove any and all luminaires, poles, conductors and other appurtenances associated with the lighting facilities contained within this Agreement.

#### ARTICLE XII

CUSTOMER MODIFICATIONS: No modifications to luminaires, poles or related equipment may be made by Customer without prior written approval from Company. Company assumes no liability if luminaires, poles or related equipment are modified in any manner by Customer.

#### ARTICLE XIII

GENERAL TERMS AND CONDITIONS: This Agreement and all services rendered hereunder are subject to Company's General Terms and Conditions for Electric Service as approved by the PSC as they may now exist or may be amended in the future. The General Terms and Conditions for Electric Service as they currently exist or

may be amended in the future are part of this Agreement. A copy of the General Terms and Conditions for Electric Service as they currently exist are attached hereto.

#### ARTICLE XIV

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company (and shall not relieve the assigning Party from liability hereunder), which consent will not be unreasonably withheld or delayed.

#### ARTICLE XV

AMENDMENT: This Agreement may not be amended except by written agreement signed by an authorized representative of each Party.

#### ARTICLE XVI

REPRESENTATION: Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

#### ARTICLE XVII

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the Parties hereto, as well as the Parties themselves.

#### ARTICLE XVIII

ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

#### ARTICLE XIX

NON-STANDARD EQUIPMENT: These luminaires and/or poles are considered non-standard (non-stock) equipment, and Customer accepts that replacements will not be readily available (six weeks typical delivery time) and may not be exact duplicates of originals.

**TOWN OF BLUFFTON**

By: \_\_\_\_\_  
(Print  
Name): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DOMINION ENERGY SOUTH CAROLINA, INC.**

By: \_\_\_\_\_  
(Print Name): Robert Garvin  
Title: Manager-Outdoor Lighting  
Authorized Representative  
Date: \_\_\_\_\_

DS  
RG

Contract Number (LMS): SF00369721



Attachment 3  
Proposed Motion

Approval to Authorize a Lighting Agreement with Dominion Energy for Lighting Installation and Lighting Services at the Oyster Factory Park (Fiscal Impact - \$105,445.20)

Proposed Motion

*"I move to **approve** authorizing the Town Manager to enter into a lighting contract with Dominion Energy for Lighting Installation and Lighting Services at the Oyster Factory Park for \$105,445.20, for a total Fiscal Impact of \$105,445.20."*

TOWN COUNCIL



STAFF REPORT  
Projects and Watershed Resilience Department

MEETING DATE:	July 11, 2023
PROJECT:	Consideration of a Proposed Purchase Agreement with Green Flush Technologies LLC for the New River Linear Trail (Fiscal Impact - \$200,730.00)
PROJECT MANAGER:	Kimberly Washok-Jones, Director of Projects and Watershed Resilience

**REQUEST:** Town Staff requests Town Council to authorize the Town Manager to execute a contract (Attachment 2) with Green Flush Technologies LLC for the purchase and installation of a restroom building for the New River Linear Trail project in the amount of \$182,482.00. In addition, Staff requests a 10% contingency allowance of \$18,248.00 to cover any unforeseen changes that may arise during construction.

The total fiscal impact is \$200,730.00 and is within the budget for Fiscal Year (FY) 2024.

**BACKGROUND:** The New River Linear Trail parking lot enhancements include the new restroom and lighting and water utilities to support the restroom facility. The contract will include the offsite construction, and delivery and installation of the restroom to the New River Linear Trail parking lot area.

Staff researched and made use of the government procurement Buy Board site for contract #679-22 to purchase the restroom directly from the manufacturer and receive a one percent discount. In addition, due to the remote location, the Green Flush vaulted facility removed the need to run utility services to the site from more than 2,000 feet away and is engineered to reduce water consumption up to 70%.

Prior to selecting the Green Flush facility, Staff also researched other options to include a sheltered portable toilet facility and new construction. Staff chose Green Flush over the other options due to water and sewer availability, budget, aesthetics, maintenance requirements and overall general public comfort. The restroom is a sealed vaulted system, completely self-contained, ADA compliant and guaranteed to be odorless. Green Flush Technologies has been in business over 20 years with facilities located in many parks and public locations. Staff inspected one such facility at the Convenience Center in Hollywood, SC.

**NEXT STEPS:**

- Execution of this Contract
- Project Kickoff Meeting
- Installation of Restroom

**SUMMARY:** The New River Linear Trail project originated out of the 2014 Comprehensive Plan and requested citizen feedback and input. It is supportive of the following guiding principles of the Town:

- Infrastructure Guiding Principle number 3. Establish long-term planning, prioritization and investment strategies for future infrastructure and facilities that improve the quality of life for citizens while being financially sustainable.
- Community Quality of Life Guiding Principle 5. Foster and support place-based initiatives and evaluate community policies, programs, gathering spaces, and events that promote healthy and quality lifestyles for our diverse citizenry.

Consistent with these Guiding Principles, Staff is requesting Town Council to authorize the Town Manager to execute the proposed construction contract with Green Flush Technologies, LLC to manufacture and install the restroom at New River Linear Trail.

**ATTACHMENTS:**

1. Presentation
2. Draft Contract
3. Proposed Motion



# **Approval to Authorize a Construction Contract with Green Flush Technologies, LLC for the Restroom Facilities at the New River Linear Trail (Fiscal Impact – \$200,730.00)**

Presentation to Town Council

Kimberly Washok-Jones

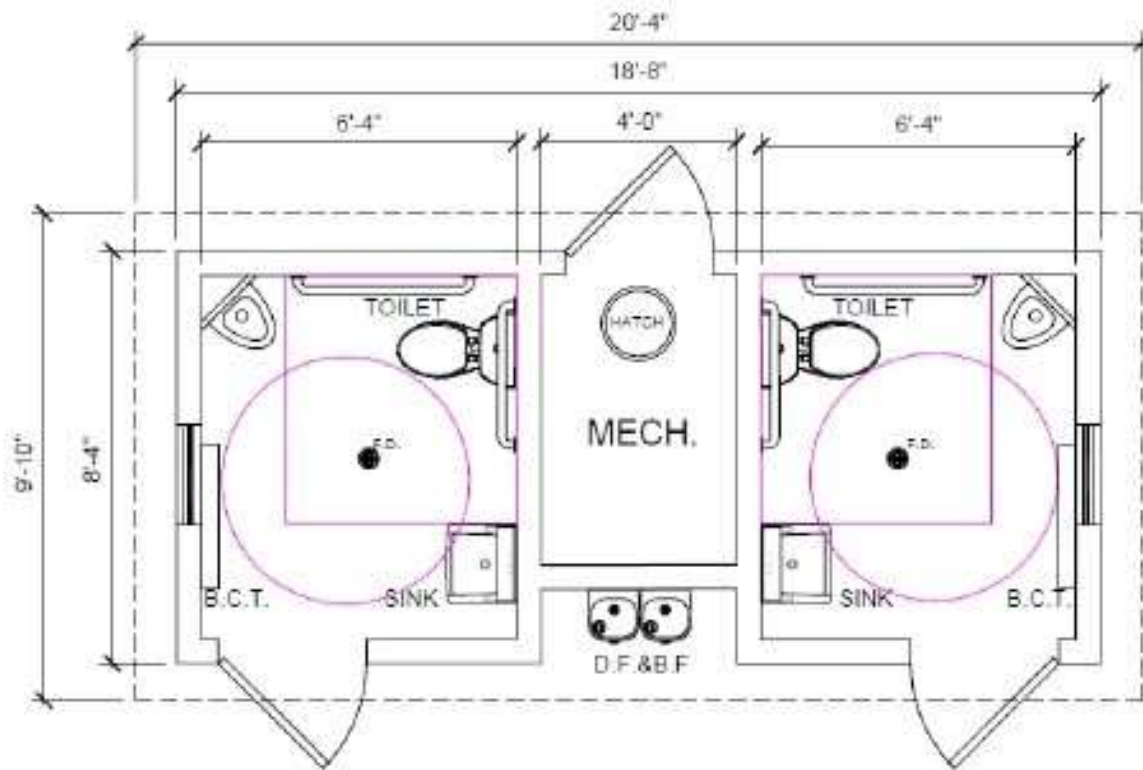
Department of Projects & Watershed Resilience

July 11, 2023

# Background *Project Scope:*

- The New River Linear Trail parking lot enhancements include the new restroom and lighting and water utilities to support the restroom facility. The contract will include the offsite construction, and delivery and installation of the pre-fabricated restroom to the New River Linear Trail parking lot area.
- Staff used government procurement Buy Board site for contract #592-19 to purchase the restroom directly from the manufacturer and receive a one percent discount. In addition, due to the remote location, the Green Flush vaulted facility removed the need to run utility services to the site from more than 2,000 feet away and is engineered to reduce water consumption up to 70%.
- Prior to selecting the Green Flush facility, Staff also researched other options to include a sheltered portable toilet facility and new construction. Staff chose Green Flush over the other options due to water and sewer availability, budget, aesthetics, maintenance requirements and overall general public comfort. The restroom is a sealed vaulted system, completely self-contained, ADA compliant and guaranteed to be odorless. Green Flush Technologies has been in business over 20 years with facilities located in many parks and public locations.

# Construction Plan and Rendering



## Recommendation

- Staff recommends Town Council authorize the Town Manager to execute a contract with Green Flush Technologies, LLC for \$182,482 plus a 10% contingency of \$18,248.00 for a total fiscal impact of \$200,730, which is in budget for Fiscal Year 2024, to construct the restroom facilities at the New River Linear Trail project.

## Next Steps

- Following Council approval of the contract, staff will execute the contract and schedule a Project Kick-off meeting by 7/31/23 with the necessary stakeholders.





# **QUESTIONS &** **DISCUSSION**

## *Proposed Motion*

“I move to **approve** authorizing the Town Manager to enter into an Agreement with Green Flush Technologies LLC for bathroom facilities at the New River Linear Trail project for a total fiscal impact of \$200,730, which includes a 10% contingency.”

## GREEN FLUSH TECHNOLOGIES, LLC

### Terms and Conditions

1. Agreement. This Agreement consists of both the Contract and these Terms and Conditions as is between Green Flush Technologies LLC (the “**Seller**”) and Town of Bluffton, South Carolina (the “**Buyer**”).
2. Scope of Services. This Contract is for the fabrication, delivery, and installation of a Durango II model flush restroom building as described in the attached specifications, Quote #BSC01 (the “**Product**”), delivered to Bluffton, SC. Restroom will be purchased through BuyBoard Purchasing Cooperative Contract #679-22.
3. Purchase Price & Payment Terms. The purchase price for the Product, shall be \$170,543. Unless otherwise stated, all applicable duties or federal, state or local taxes that are, or may hereafter be, applicable are separate and not included in the Purchase Price. Before the start of engineered drawings and calculations for the Product, the Buyer shall pay the Seller a deposit of 10% to cover the Seller’s costs for the preparation and approval of engineered drawings and calculations including the costs of plan review and approval by the State Modular Building Office. Seller shall begin manufacturing the Product after receiving the approval of the plans and specifications by the local building department and upon receipt of payment equal to an additional 10% of the Purchase Price. The Seller may request partial payments on a monthly basis for expenses incurred in the work of manufacturing the Product. Upon notice that the Product is ready to ship, Buyer shall pay the Seller a sum equal to 90% of the purchase price minus previous payments. The Seller shall not be required to ship the Product until this payment has been received, or other arrangements have been mutually agreed to. Within 25 calendar days of the delivery date, the Buyer shall pay the Seller the full remaining unpaid balance of the Purchase Price. However, at that time, should the Buyer wish to retain monies from the unpaid balance of the Purchase Price due to warranty concerns for which the Seller is liable, the Buyer shall not be required to pay Seller said retained monies until such time as the warrantee work is completed. Monies held for warrantee work shall not be in excess of the actual cost of the warrantee work. The purchase and payment terms herein shall be controlling over any other document. The purchase price may be adjusted by written change order, signed by both the Buyer and Seller. Delinquent payments shall be subject to 1% interest per month.
4. Bonds. If Buyer requires the Seller to carry bonds, the cost of such bonds will be paid to the Seller within 30 days of Sellers invoice(s) following the payment(s) made by the Seller to the Bonding Agent.
5. Liquidated Damages. Under no circumstances shall the Seller be required to make payment for any liquidated damages assessed by the Buyer or assessed against the Buyer by others.
6. Cancellation; Termination. Buyer may cancel or modify the Contract prior to fabrication of Product upon written notice to Seller and provided that Buyer has paid Seller for all reasonable charges for expenses incurred and commitments made by the Seller up to the date of such modification or cancelation. Buyer cannot cancel or modify Contract after Seller has started fabrication of Product without Seller’s written consent and the payment by Buyer to Seller of all direct costs and economic damages incurred due to such cancelation or modification.
7. Force Majeure. In the event the completion of the Product under the Contract is prevented or delayed due to weather, fire, accident, natural disaster, theft, labor strikes, material shortage, delay of any governmental agency in issuing any required permit or certificate, or in performing inspections, litigation, or any act of God, completion

of work shall be delayed until a later date that is agreed to by the parties. Under no circumstances will Seller bear any liability for such act, the delay such act creates, or damages caused by such act.

8. Delivery and Installation. The Seller shall make reasonable accommodation to the Buyer to have access to the restroom either in person or through electronic media to inspect the restroom before shipment. However, any costs incurred by said accommodation(s) shall be borne by the Buyer. Seller will deliver the Product to Buyer's specified location. Seller shall be responsible for repairs due to any shipment or transport damage to the restroom building provided such damage is noted on the delivery documentation given to the Buyer upon arrival and prior to unloading the restroom from the delivery vehicle. Buyer shall be responsible for any damage to the buildings or vaults that occurs on-site and that is the result of Buyer's installation. Delivery shall be made by the Seller to the installation site or to the closest location to the installation site that is accessible for the semi-trucks delivering the product. Any costs for mobilization beyond this shall be borne by the Buyer. Buyer shall be responsible for preparing the site for installation per the drawing provided by the Seller including but not limited to excavation, leveling, and stabilization of receiving soils. Buyer shall also be responsible for all contracted on-site utility connections, backfilling, final grading, landscaping, hardscaping, walkways, and site cleanup.
9. Intellectual Property. Unless otherwise agreed upon in writing prior to receipt of Contract, Seller retains the right in perpetuity to use all Product images that are taken during construction and delivery and while the goods are in Seller's possession. The images may be used on Seller's website, in marketing materials, at trade shows, entered in industry related competitions or in any other manner as Seller decides to use such images.
10. Confidential Information. During the course of this Agreement, Buyer may gain possession of or access to Seller's confidential information including, but not limited to certain drawings or specifications with regard to the Product, proprietary methods and protocols, and any and all information and know-how (collectively, the **"Confidential Information"**). Buyer acknowledges and agrees that it has no claim, right, title, property or other interest of any kind in the Confidential Information. Buyer will not make copies or give originals of any documents that are indicated as being Confidential Information to any other persons or entities without the written permission of the Seller, which Seller may withhold at its sole discretion.
11. Inspection. Buyer will promptly inspect the Product upon delivery and installation and will notify Seller in writing of any nonconformity or defect within 10 days following actual installation date. Upon such notice, Seller will cure such defect or nonconformity within a reasonable period of time and will pay for any repair costs. However, such defect or nonconformity will not relieve Buyer of its obligation to pay Seller the remainder of the Purchase Price, delivery, installation, taxes, duties, or other costs owed, except as noted in paragraph 3 above.
12. Express Warranty. Seller warrants for a period of one year (after notice that the product is ready to ship) that all Products shall be free of any defects in workmanship and materials and, except as stated below, will conform to the specifications stated or referred to in the Contract. No warranties exist beyond the specifications stated or referenced in this Agreement. Seller will replace or repair any goods or component that are found to be defective or nonconforming provided that Buyer gives Seller written notice of the defect or nonconformity within the warranty period and the notice given specifies the defect or nonconformity with reasonable particularity. If practical, Buyer will return defective or nonconforming goods or components F.O.B. to Seller's manufacturing facility and accept the same as repaired or the replacement F.O.B. at Seller's installation site. Repair or replacement shall be at Seller's sole option. Notwithstanding the foregoing Seller may elect to terminate all of its obligations and liability to Buyer, including the obligation to repair or replace, by refunding the purchase price to Buyer if Seller determines that repair or replacement cost may exceed the purchase price.

13. **WARRANTIES AND REPRESENTATIONS.** EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGES TO PERSONS OR PROPERTY RESULTING FROM FAILURE OR DEFECTIVE OPERATION OF THE PRODUCT OR DELAY IN SELLER'S PERFORMANCE UNDER THIS AGREEMENT NOR SHALL SELLER BE LIABLE FOR PUNITIVE, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE, INCLUDING TORT AND STRICT LIABILITY. ALSO, SELLER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR MALFUNCTION RESULTING FROM BUYER'S MODIFICATION OF THE PRODUCT OR FAILURE TO PROPERLY MAINTAIN THE PRODUCT IN ACCORDANCE WITH SELLER'S RECOMMENDED OPERATION, MAINTENANCE, AND SERVICE GUIDELINES.
14. **EXCLUSION OF IMPLIED WARRANTIES.** AS A MATERIAL PART OF THE BARGAIN, ALL IMPLIED WARRANTIES, (NOT INCLUDING EXPRESS WARRANTIES AS LISTED IN SECTION 10 AND INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), EXCEPT IMPLIED WARRANTIES OF TITLE AND AGAINST INFRINGEMENT, ARE EXCLUDED AND BUYER EXPRESSLY WAIVES ANY CLAIM OR REMEDY BASED THEREON.
15. **Miscellaneous.** Any dispute between the parties shall be submitted by the complaining party to the Arbitration Service of Portland and shall be resolved in accordance with the rules of the Arbitration Service of Portland. The headings in this Agreement are for convenience only and are not intended to, and shall not be construed to affect the scope or intent of this Agreement nor the meaning of any of its provisions. This Agreement is personal to the specific parties and neither party may assign or transfer its rights, obligations, and responsibilities under this Agreement without the express written consent of the other party, which shall not be unreasonably withheld. This Agreement shall be given a fair and reasonable construction in accordance with the intention of the parties and without regard to the identity of its drafter. This Agreement sets forth the entire, integrated understanding and Agreement of the parties with respect to the independent contractor relationship between them, incorporates all of the terms, covenants and conditions agreed to by the parties, and is controlling. This Agreement can only be modified or amended in writing, signed by both parties. In the event of any legal action or proceeding initiated by either party in order to enforce the Agreement or any of its provisions, including arbitration, the non-prevailing party will pay all of the prevailing party's reasonable attorneys' fees and costs incurred in connection with such action or proceeding. If any part of this Agreement is determined by a court of competent jurisdiction to be unenforceable, all other parts of this Agreement will remain in full force and effect. The laws of the State of Washington will govern this Agreement, without giving effect to the principles of conflict of law thereof. The Courts of Clark County shall be the venue for any dispute related to this Agreement. In addition, each of the parties to this Agreement (a) consents to submit itself to the personal jurisdiction of Washington state courts in the event any dispute arises out of this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court and (c) agrees that it will not bring any action relating to this Agreement in any other court. This Agreement may be executed in one or more counterparts, each of whom shall be deemed an original and all of which counterparts together will constitute one integrated agreement. Execution of this Agreement at different times and places by the Parties will not affect its validity as long as all the parties execute a counterpart of this Agreement. In the event of a breach of this Agreement, the non-breaching party may maintain an action for specific performance or file for an injunction against the party who is alleged to have breached any of the terms of the Agreement. Failure of either party to insist upon the strict performance of any of the Agreement's terms and conditions, or failure to exercise any rights

or remedies provided herein or by law, or to notify the other party in the event of breach, will not release the other part of any of its obligations under the Agreement, nor will any purported oral modification or rescission of this Agreement by either party operate as a waiver of any of the Agreement’s terms. No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, right, condition, or provision hereof will constitute a waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, agreement, covenant, right, condition, or provision.

Green Flush Technologies LLC (SELLER)

Representative’s Name and Title

(Signature)

Date

(BUYER)

Representative’s Name and Title

(Signature)

Date

Attachment: Quote #BSC01

Attachment 3  
Proposed Motion

Approval to Authorize a construction contract with Green Flush Technologies LLC for restroom facilities at the New River Linear Trail Project (Fiscal Impact - \$200,730.00)

Proposed Motion

*"I move to **approve** authorizing the Town Manager to enter into an Agreement with Green Flush Technologies LLC for bathroom facilities at the New River Linear Trail project for a total fiscal impact of \$200,730, which includes a 10% contingency."*



STATISTICAL INFORMATION

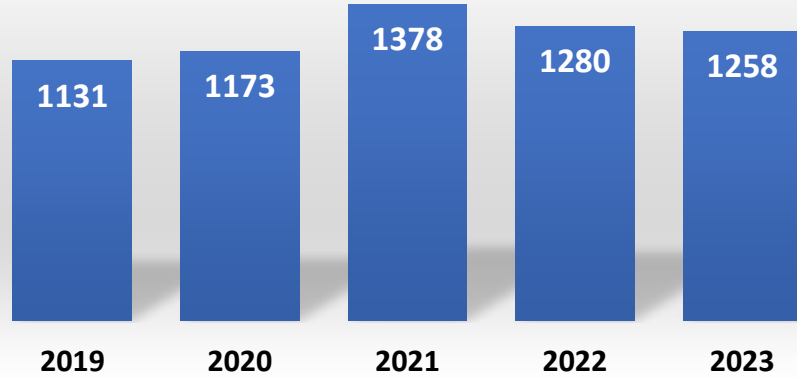
# BLUFFTON POLICE DEPARTMENT

June 30, 2023

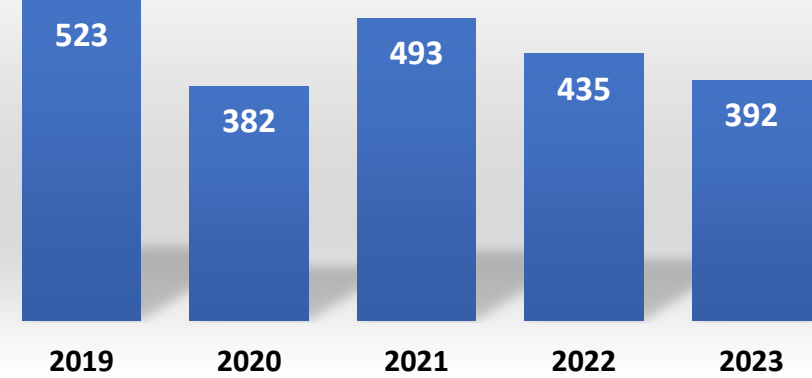
Presented by Chief Joseph Babkiewicz



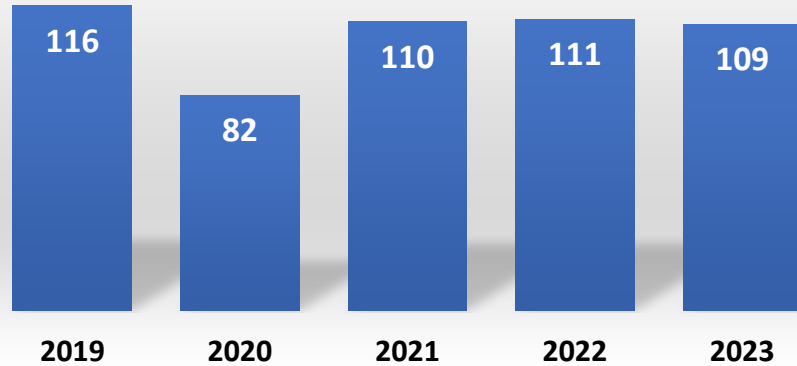
## June Calls for Service Comparison



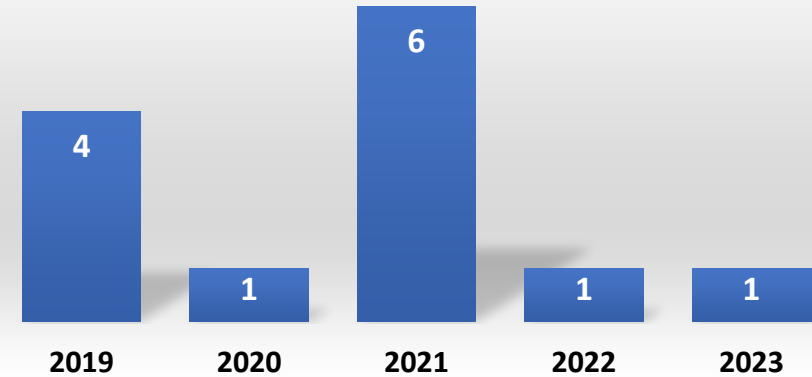
## June Traffic Citation Comparison



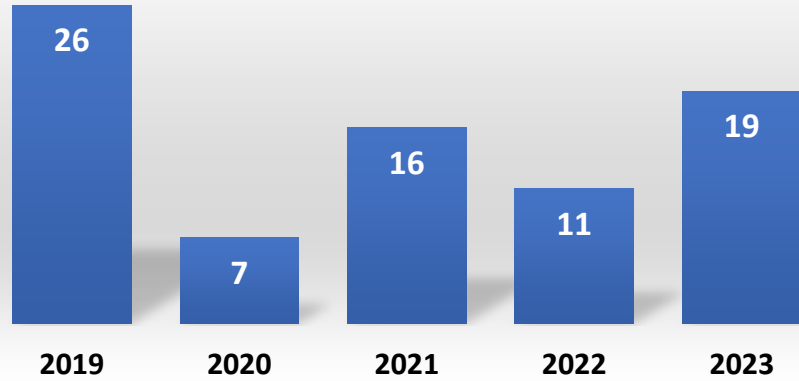
## June Collision Comparison



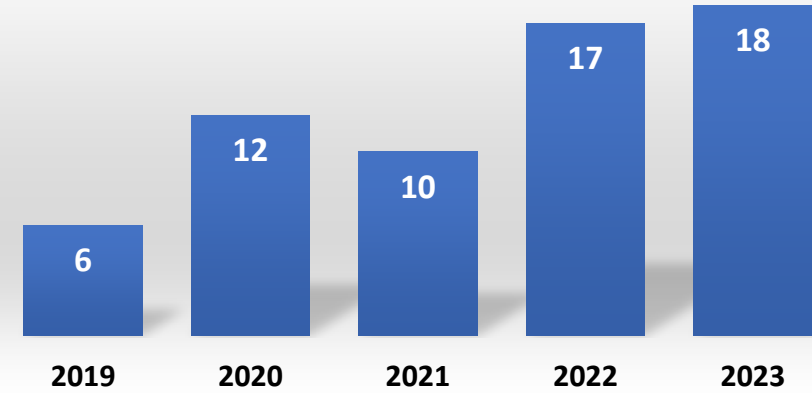
## June Burglary Comparison



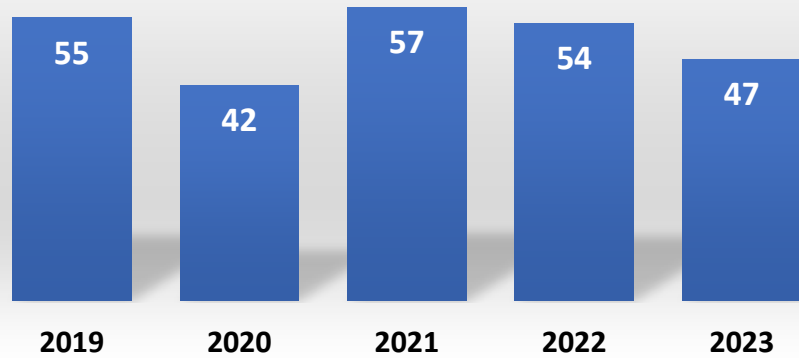
## June Theft Comparison



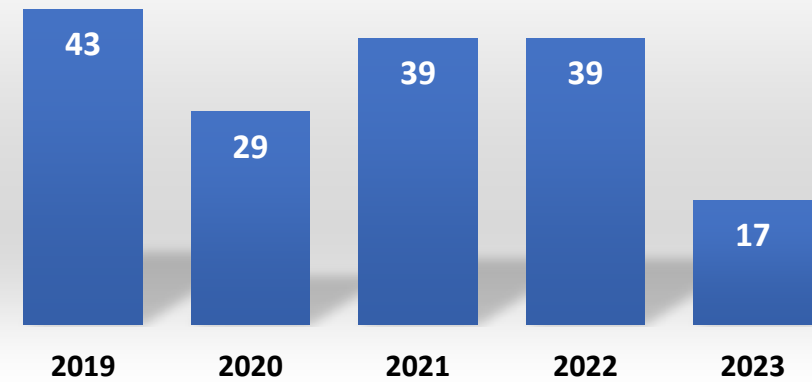
## June Assault Comparison



## June Domestic Calls for Service Comparison



## June Arrest Comparison

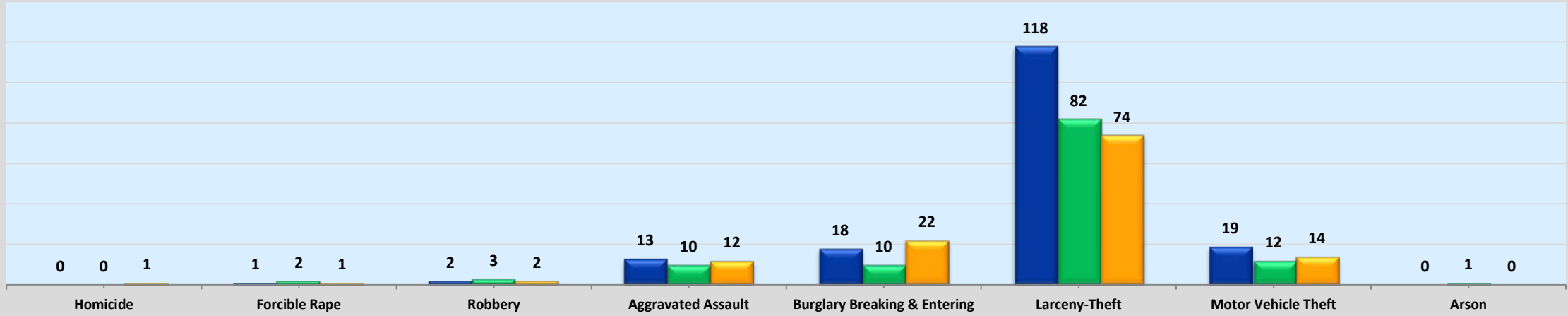


# DEPARTMENT HIGHLIGHTS

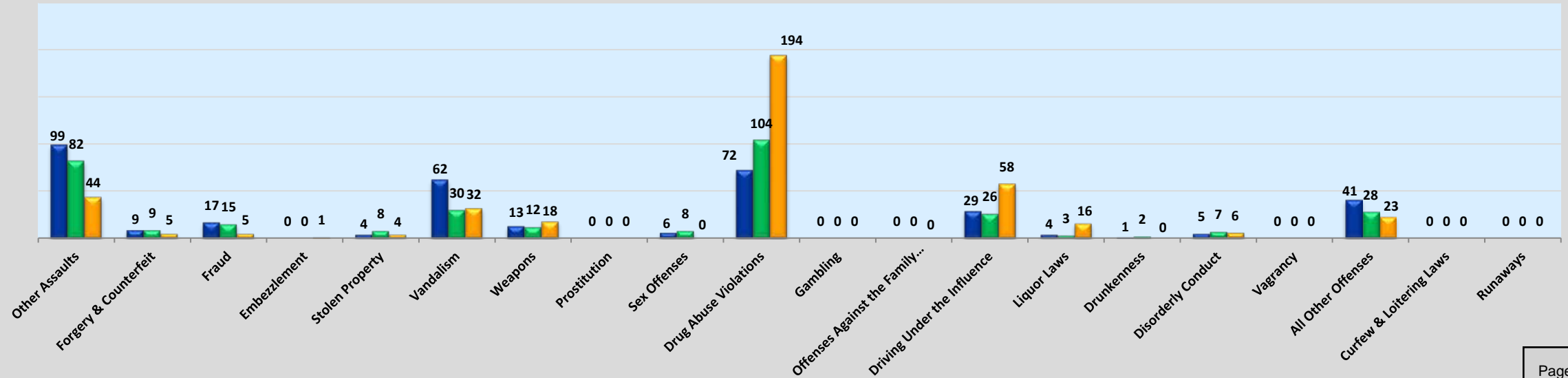
Section XI. Item #1.

Year-to-Date  
January - June

■ 2023 ■ 2022 ■ 2021



■ 2023 ■ 2022 ■ 2021



## Law Enforcement Advisory Committee

- No meeting due to lack of quorum.

### Meetings Attended by Chief Joseph Babkiewicz

**Every Wednesday** – Senior Staff Communications Meeting

**Every Wednesday** – Commanders Meeting

**Jun 1<sup>st</sup>** – Attend Intern Welcome – Meet & Greet

**Jun 1<sup>st</sup>** – Retirement Celebration of Lt. George

**Jun 1<sup>st</sup>** – Attend Mayor's Service Award Ceremony

**Jun 2<sup>nd</sup>** – Attend Men's Meeting with Chaplain Hamilton

**Jun 2<sup>nd</sup>** – Attend Meeting @ Bluffton Elementary

**Jun 5<sup>th</sup>** – Dinner with Kiwani's Club

**Jun 6<sup>th</sup>** – Participate in CALEA Virtual Interview – Mental Illness

**Jun 6<sup>th</sup>** – Meeting with Communications Director

**Jun 7<sup>th</sup>** – Attend Webex Meeting

**Jun 12<sup>th</sup>** – Meeting with Town Manager

**Jun 12<sup>th</sup>** – Attend meeting @ Palmetto Bluff

**Jun 13<sup>th</sup>** – Executime Conference Call

**Jun 14<sup>th</sup>** – Attend Hurricane Preparedness Town-Wide Meeting

**Jun 14<sup>th</sup>** – Attend Encompass Health Active Shooter Drill

**Jun 14<sup>th</sup>** – Attend Safety Day Presentation @ Boys and Girls Club

**Jun 14<sup>th</sup>** – Attend Buck Island Action Plan meeting

**Jun 14<sup>th</sup>** – Attend Frazier Family Community Event

### Meetings Attended by Chief Joseph Babkiewicz cont.

- Jun 15<sup>th</sup>** – Attend CALEA Virtual Exit Interview
- Jun 15<sup>th</sup>** – Attend TOB Employee 2<sup>nd</sup> Annual Juneteenth Celebration
- Jun 16<sup>th</sup>** – Attend Men's Meeting with Chaplain Hamilton
- Jun 17<sup>th</sup>** – Participate in Command Staff Interviews (3)
- Jun 21<sup>st</sup>** – Sun City Bible Study Presentation
- Jun 21<sup>st</sup>** – Attend Webex Meeting
- Jun 22<sup>nd</sup>** – Mock EOC Set-Up
- Jun 22<sup>nd</sup>** – Meet with Cardiac Arrest Survivor and Wife
- Jun 22<sup>nd</sup>** – Attend Encompass Rehabilitation Hospital Ribbon Cutting ceremony
- Jun 23<sup>rd</sup>** – Attend Okan Ribbon Cutting ceremony
- Jun 26<sup>th</sup>** – Participate in Boys and Girls Club PAT Challenge
- Jun 26<sup>th</sup>** – Attend Executime Training
- Jun 27<sup>th</sup>** – Attend SRO Internal Kick Off meeting
- Jun 27<sup>th</sup>** – Attend Executime Time & Attendance Mandatory Training
- Jun 27<sup>th</sup>** – Attend Webex Meeting
- Jun 28<sup>th</sup>** – Attend Executime Time & Attendance Mandatory Training
- Jun 28<sup>th</sup>** – Attend En Dentelle Grand Opening and Ribbon Cutting ceremony
- Jun 28<sup>th</sup>** – Attend Independence Day Celebration meeting
- Jun 29<sup>th</sup>** – Attend Daufuskie Island Visitor Center Grand Opening and Ribbon Cutting ceremony
- Jun 30<sup>th</sup>** – Attend Men's Meeting with Chaplain Hamilton
- Jun 30<sup>th</sup>** – Attend Bluffton Explorer's Graduation

# DEPARTMENT HIGHLIGHTS

Section XI. Item #1.

<b>Commendations -</b>	<b>none</b>
<b>Complaints -</b>	<b>none</b>

## Police Department Demographics as of June 30, 2023

DEPARTMENT	Black	Hispanic	Other	White	Grand Total
Female	1	5	1	17	24
Male	5	4	3	34	46
<b>Grand Total</b>	<b>6</b>	<b>9</b>	<b>4</b>	<b>51</b>	<b>70</b>

SWORN OFFICERS	Black	Hispanic	Other	White	Grand Total
Female	1	2		7	10
Male	5	4	3	28	40
<b>Grand Total</b>	<b>6</b>	<b>6</b>	<b>3</b>	<b>35</b>	<b>50</b>

# June Officer Training

**Inhouse (1225)**

- Class 3 Advanced SRO - 3 Officers
- Crisis Intervention Training - 5 Officer
- Crowd Control 3 - 1 Officer
- Firearms Training - 6 Officers
- Investigating Impaired Driving - 1 Officer
- Legal Update 2023 Part I - 2 Officers
- Line-Up 2022 - 1 Officer
- Line-Up 2023 - 29 Officers
- Oc, Court Training, Stop the Bleed/ALERRT - 3 Officers
- Mental Health - 8 Officers
- Pre-Academy - 3 Recruits

**Outside (315)**

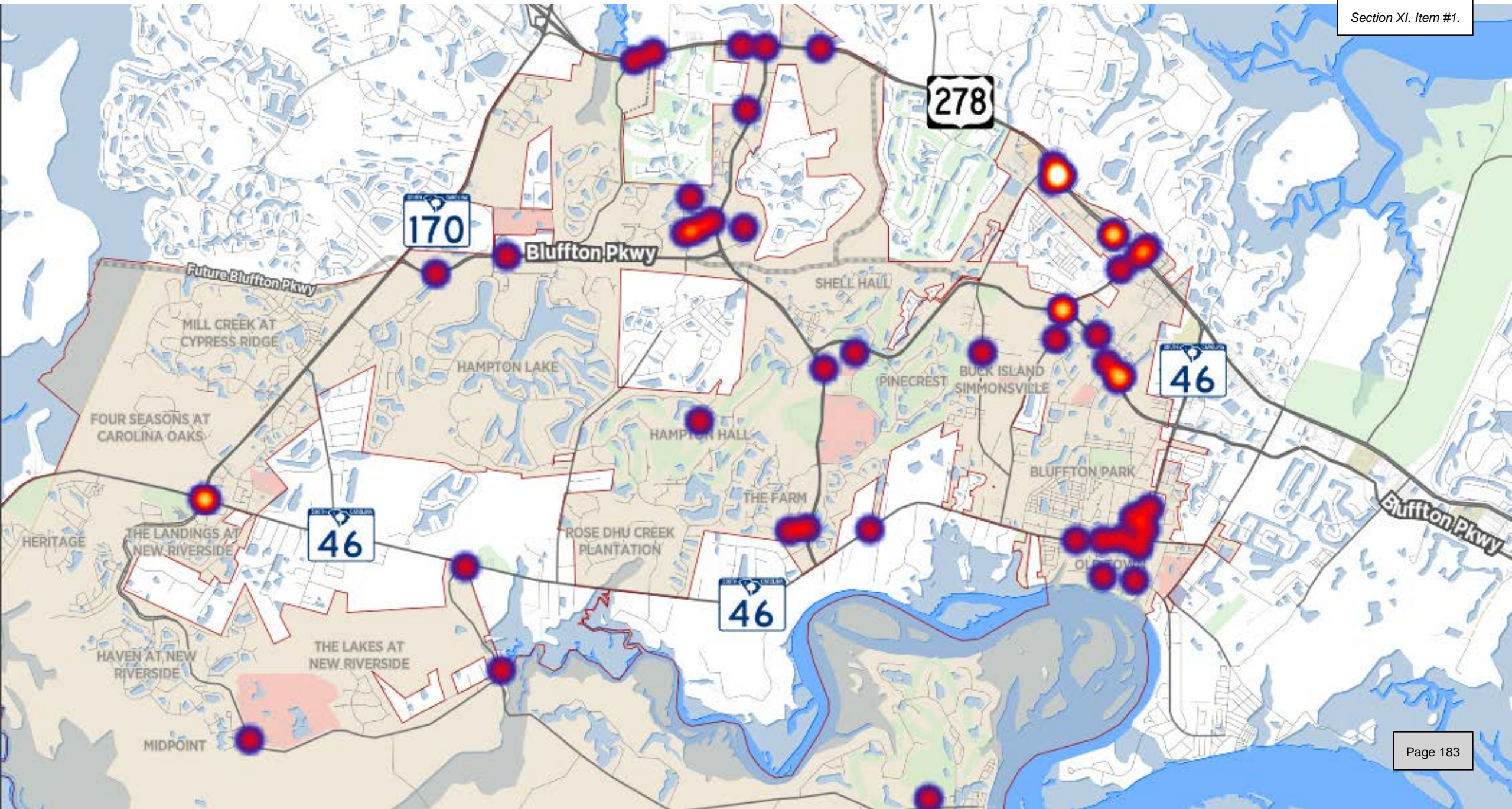
- FBI LEEDA ELI - 3 Officers
- SCASRO/DASC Annual Conference - 4 Officers



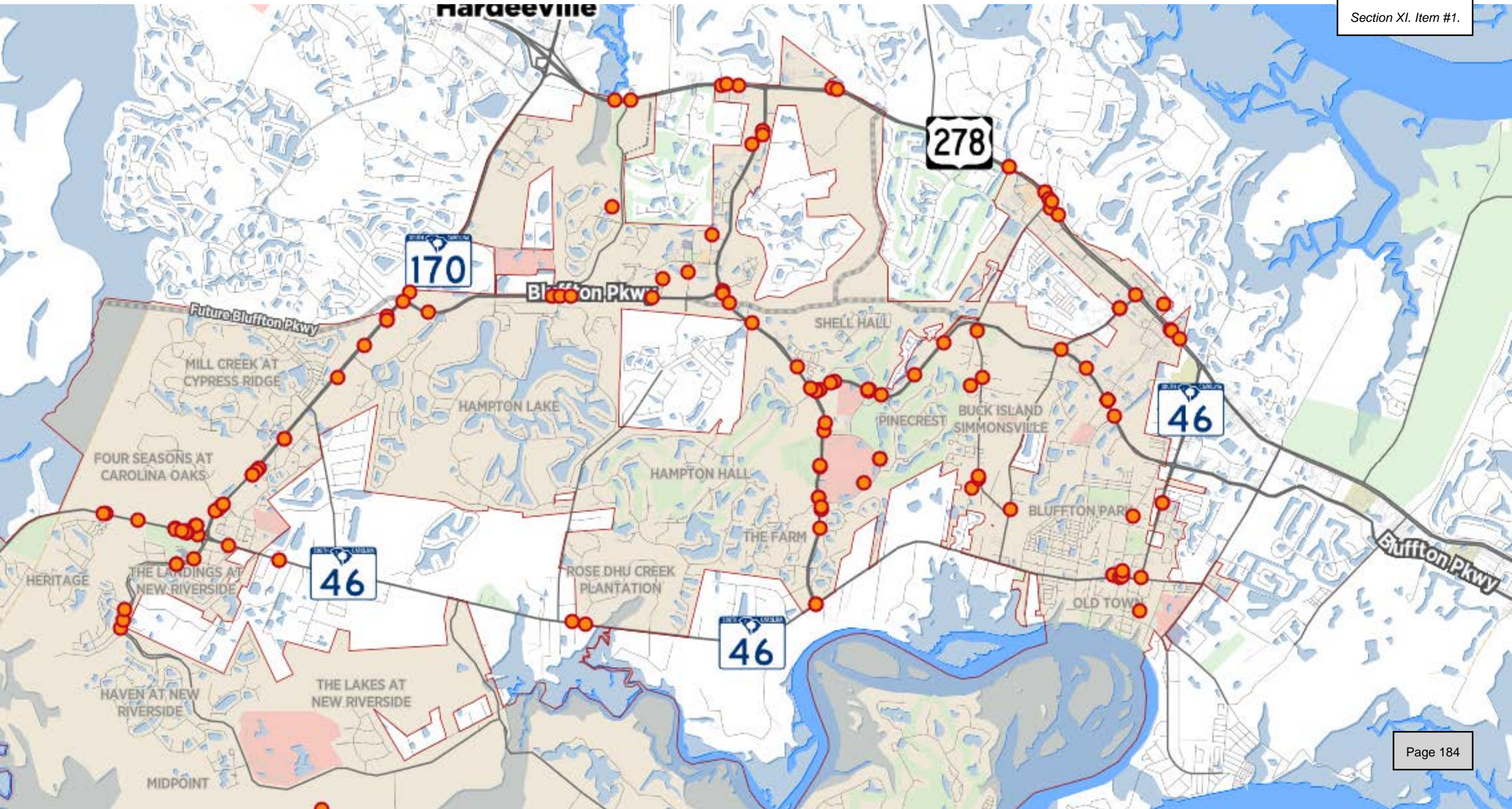


# COLLISIONS (65) June 2023

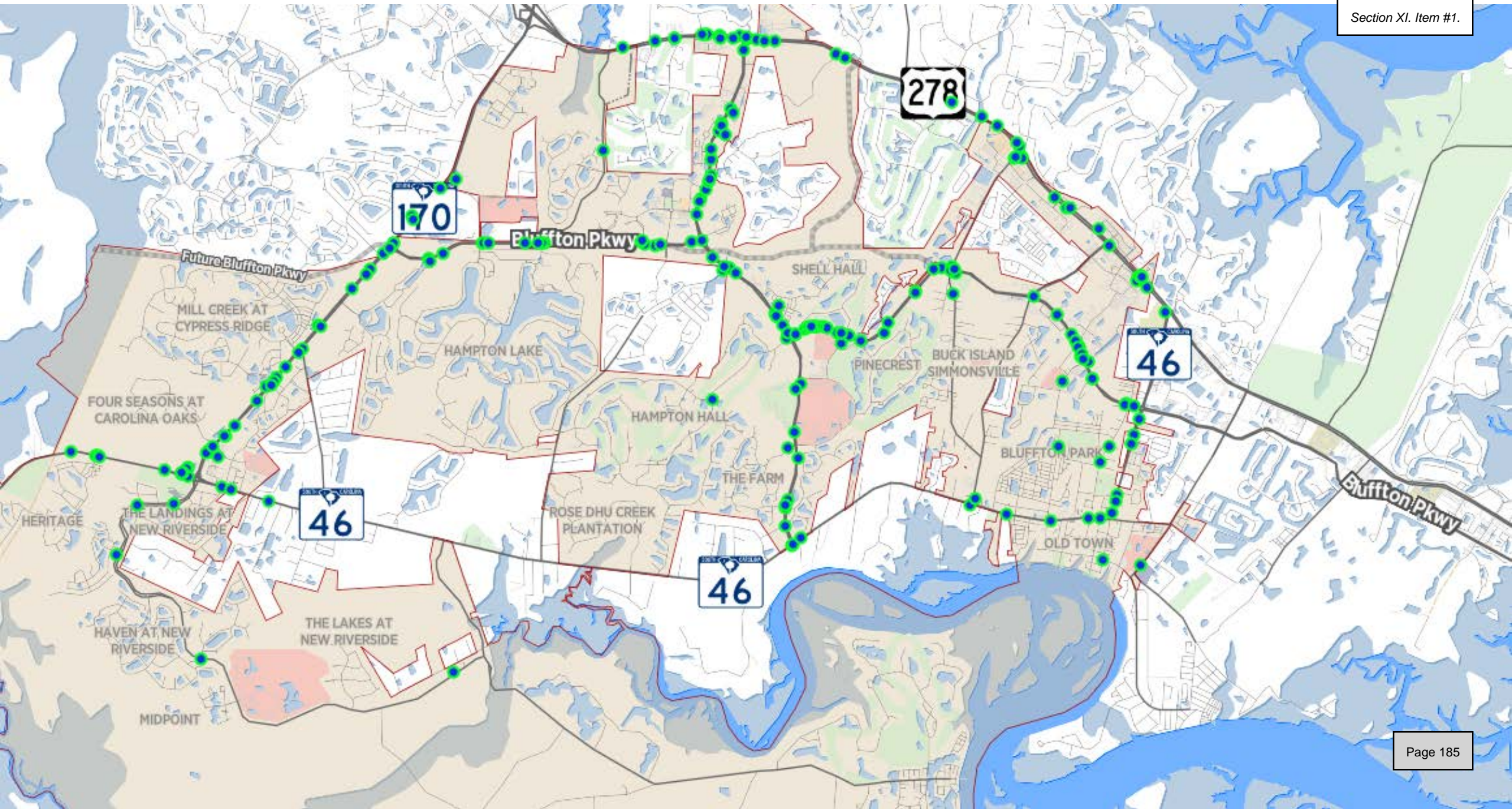
Section XI. Item #1.







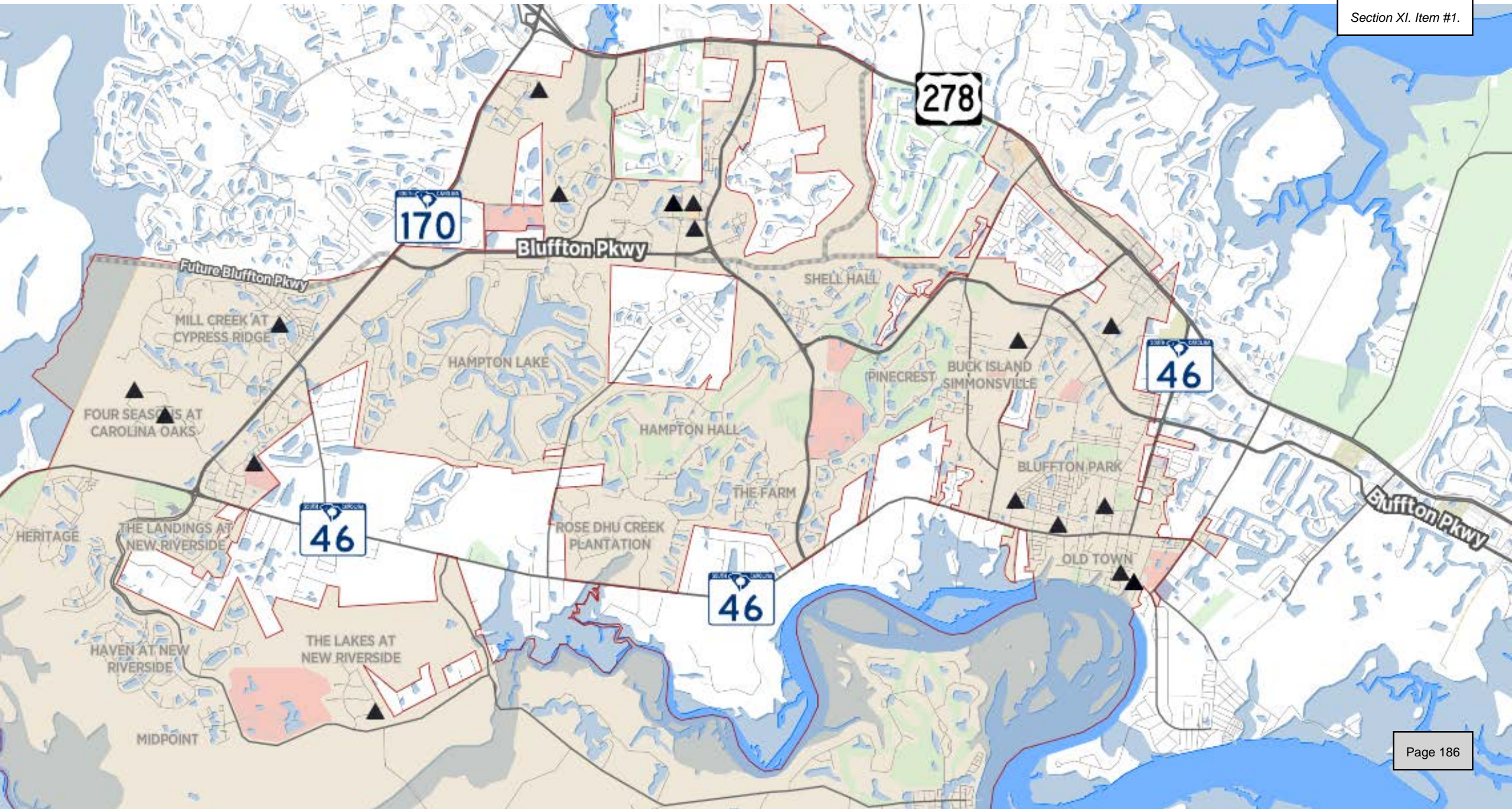






# THEFTS (19) June 2023

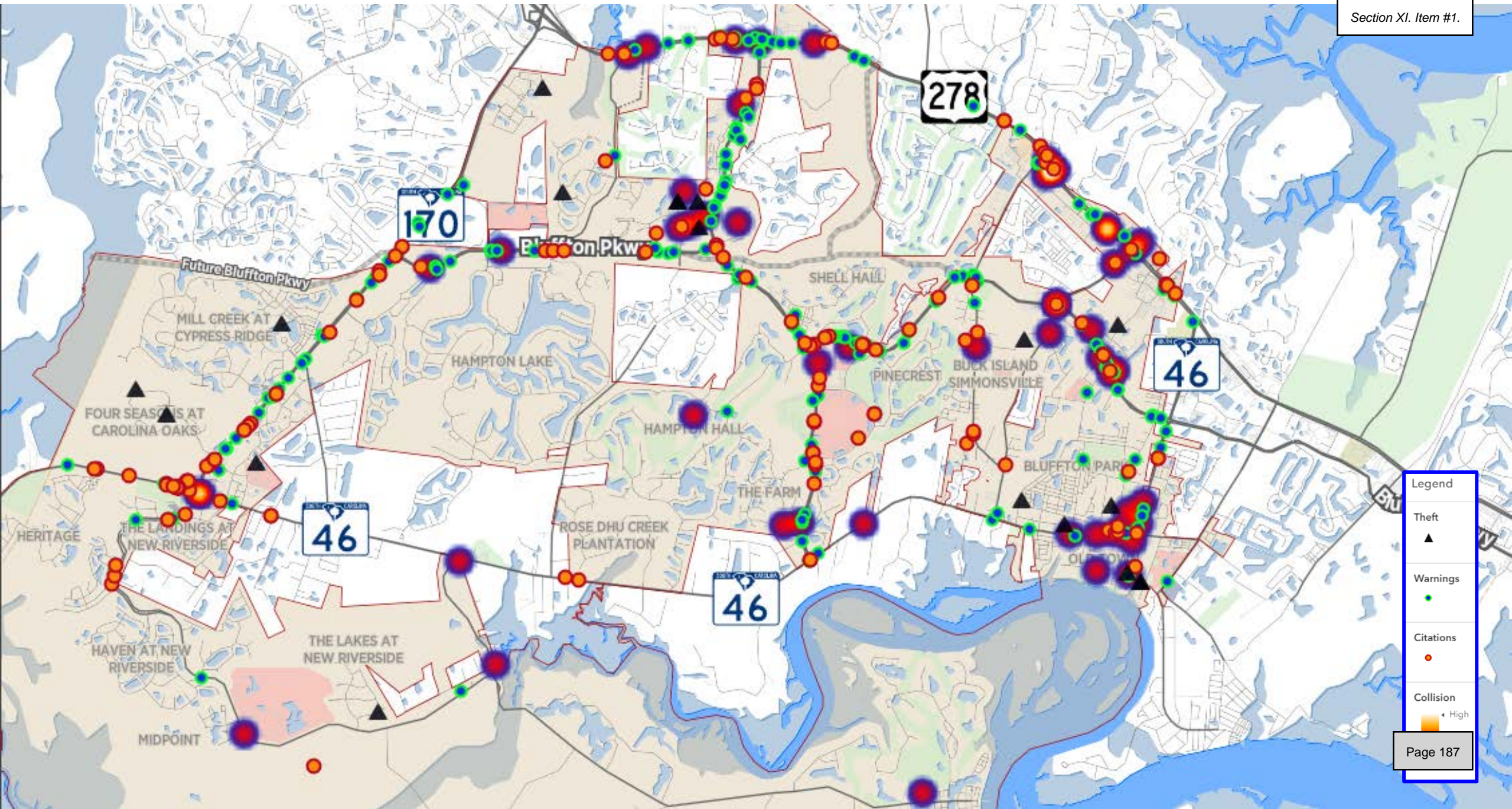
Section XI. Item #1.





# COLLISIONS, CITATIONS, WARNINGS AND THEFTS (JUNE 2023)

Section XI. Item #1.



Legend

Theft

▲

Warnings

●

Citations

●

Collision

●

Page 187



CALLS FOR SERVICE TOP 10 CALL TYPES	
911 Hang-Up	99
Activated Alarm	94
Case Follow Up	85
Disturbance	51
Accident	39
Reckless Driving	32
Domestic	23
Susp Vehicle	17
Susp Activity	16
Fraud/Scam	16

**TOTAL CALLS FOR SERVICE: 1258**

**AVERAGE PER DAY: 42**

PRO-ACTIVE PATROLS	
Extra Pat Business	797
Extra Pat Residence	446
Traffic Stop	205
Traffic Enforce	9

UNIFORM TRAFFIC CITATIONS TOP 10 VIOLATIONS	
Driving without a License	33
Speeding 15 mph – 24 mph over	29
Operating Vehicle While License/Registration Expired	25
Speeding 25 mph Over the Speed Limit	11
Speeding: 10 mph or less	9
Driving Under Suspension	7
Failure to Return License	4
Public Disorderly Conduct	3
Speeding :11mph - 15mph Over	3
Failure to Maintain Proof	3

**TOTAL CITATIONS ISSUED: 157**

**AVERAGE PER DAY: 5**

UNIFORM TRAFFIC WARNINGS TOP 10 VIOLATIONS	
Speeding	68
Defective Equipment	65
Vehicle License Violation	23
Defective Equipment & more	15
Disregarding Traffic Signal	9
Other	8
Improper Lights	8
Vehicle License Violation & more	8
Improper Lane Use	8
Speeding & more	7

**TOTAL WARNINGS ISSUED: 235**

**AVERAGE PER DAY: 8**

CRIMINAL INVESTIGATIONS	
Cases Assigned	14
Incident Reports	3
Supplemental Reports	16
Cases Closed	9
Arrests Made	1
Arrest Warrants	11
Bond Court	1
Case Call Outs	2
Search Warrants	3

**Case Call Outs:**

1. 23BP26703 – Shots Fired
2. 23BP26168 - Narcotics

**Bond Court:**

1. 23BP23960 – Domestic Violence
2. 23BP23937 – Assault & Battery
3. 23BP26703 – Attempted Murder

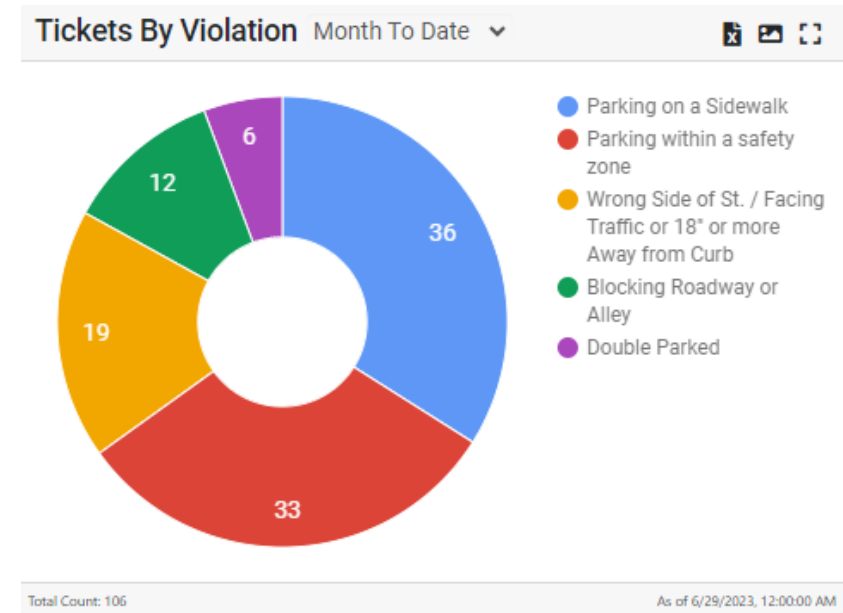
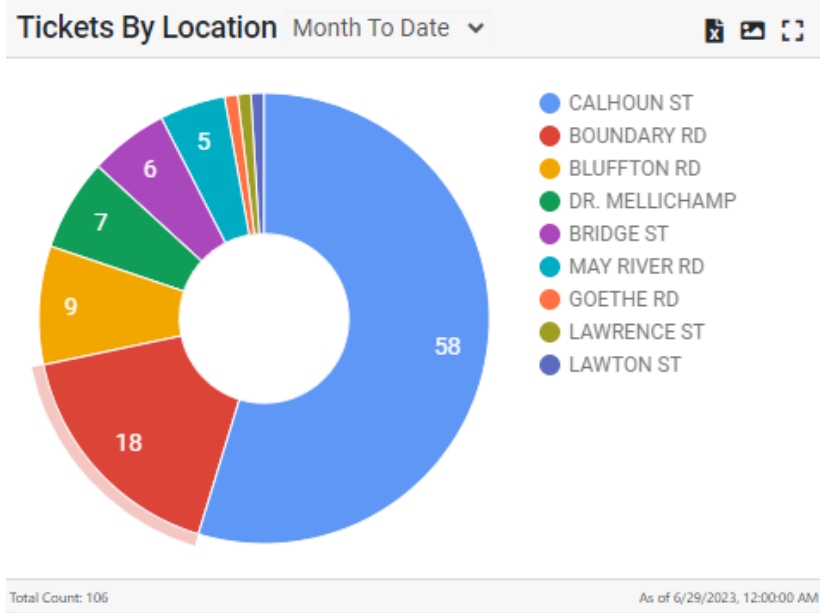
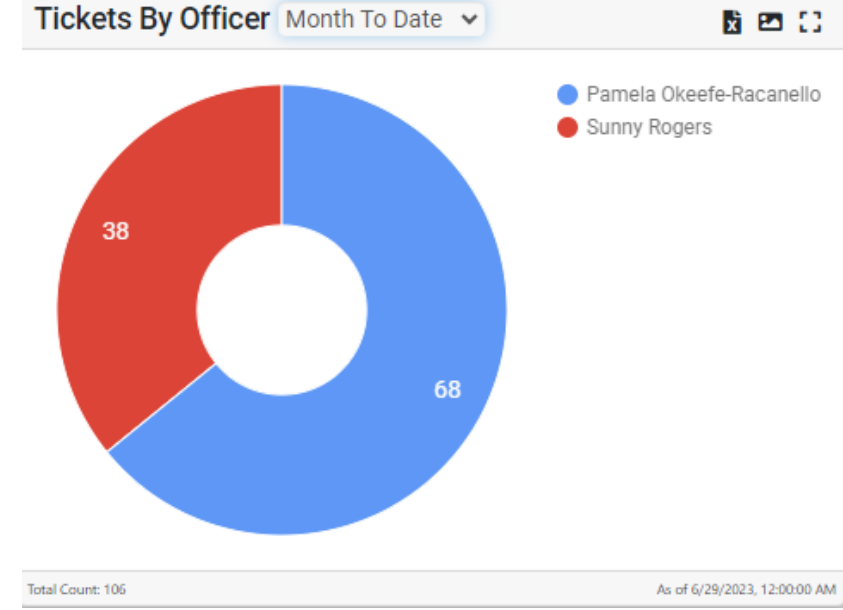
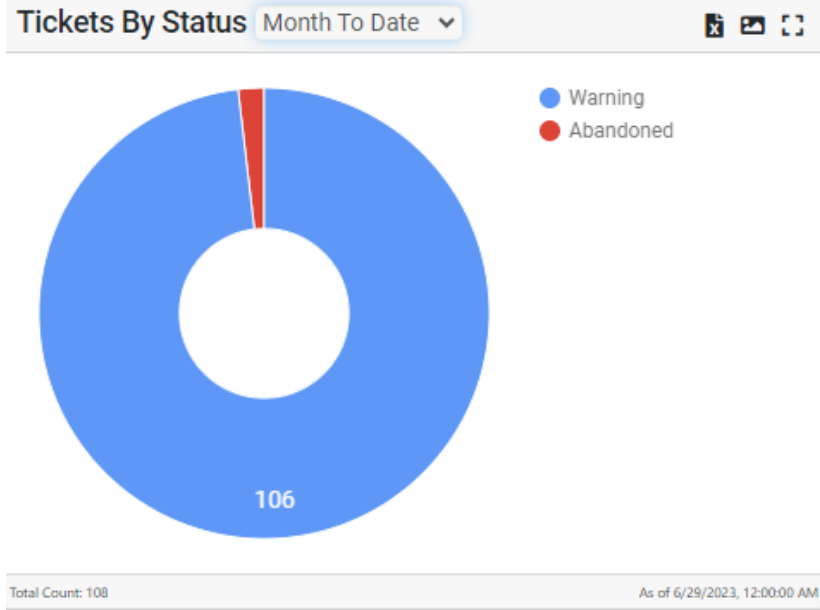
**Mental Health Advocate:**

2 – Calls for Service  
9 – Referrals  
15 – Follow Ups  
8 – Supplemental Reports  
24 hrs. – Ride Along

**Training:**

Acadis  
Defensive Tactics  
Know Be4





## Code Enforcement:

William Bonhag

### Signs

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

### Expired Business License, Notice of Violations

- Letter(s) sent via certified and regular mail to for businesses operating with expired business license, no short-term rental permit and / or balance due on active business license. Its business renewal time.

### Complaints / Property Checks / Follow-ups / Ordinance Letters

- **218 Buck Island Rd./ owner John Flood**
  - June 8,2023 site visit conducted with Codes, Bill Baugher, Andrea Moreno, Joe Sease of Watershed, escorted by Sgt. Perez and Investigator Angela Serrano. Discussions were help with owner John Todd along with site inspections conducted by watershed which they discovered no connections for discharge on multiple trailers on site.
  - June 8,2023 Chief Building Official Richard Spruce was escorted back onto this location and conducted a walk-through of the main building, which resulted in the following actions: (see Richard Spruce Memo of 6/8/23)
  - June 9,2023 Building Department's Marcus Noe visited this location and placed an USAFE RED Decal on this building 218 Buck Island identifying it as Uninhabitable.
  - June 14,2023 meeting at town hall in Orlando conference room to include several individuals for discussion on moving forward with this location as a nuisance, reviewing several options with rectifying this ongoing situation.
  - June 15,2023 steps suggested by the Chief for moving forward with actions to be completed and identified by watershed and building departments, such as; post all unsafe structures, pull the power from the property, warn all individuals living in the RVs to vacate the premises, issue NOVs for the illicit discharge, return in 3 days to issue citations for the remaining dwellers
  - 6/20/23 Watershed to issue NOV's for illicit discharge for all RVs.
  - 6/26/23 Watershed, Codes, Chief and BPD, site visit for tickets to remaining individuals and obtaining Vin numbers from all vehicles
- **98 Fording Island Road Building Removal:**
  - Response from Harris Teeter Lisa Fort on 5/11/23:" Since this is a capital expenditure, our team is having to pull costs together and get approval from our capital committee. I hope to have you an update by the end of next week. Thank you for your patience." (5/19/23 pending updated response)
  - 6/9/23 letter sent to Lisa Fort of Harris Teeter giving them 30 Thirty days from this date to take action to remove this building as a Public Health Nuisance Sec.12-25, otherwise we will move forward for removal and a lien placed upon this property.
  - 6/23/23 Lisa Fort requesting more time past the 30-day mark of July 8th, along with asking about a controlled burn. All emails sent to Stephen Steese, Heather Colin, Forster for their direction for an answer.

## Code Enforcement continued:

- **Omega Drive / Buck Island:**
  - Ernesto Martinez complied with an email with his \$4000.00 receipt for 38 trees replanted, compliance was adhered for as re-inspection by Richard Spruce is still pending as of 6/16/2023.
- **11C Cassandra Lane:**
  - Home daycare Center being operated at this location (public advertisements). No business license, matter referred to DSS Specialist Ben Johnson who handles Beaufort County. Wednesday 5/24/23 calling for the status regarding this matter and then follow-up with our letters.
- **300 Buck Island:**
  - Mr. Cubias was made aware via our previous letters he is operating w/o a business license and needs to cease working here, remove all vehicles and clean-up location by 6/12/23.
  - 6/12/23 returned for a site check for compliance with Andrea Moreno Watershed and Bill Baugher.
  - 6/12/23 Trucks, vehicles, and equipment removed from site. Area cleared.
- **70A Pritchard Street:**
  - 6/1/23 re-checked for compliance, vehicle removed.
  - Scheduling for July for site visit for Commercial trailers and machinery need to be removed and will re-check water line with Bill Baugher for discharge.
- **71 Shults Road corner at 8<sup>th</sup> Avenue:**
  - 6/5/23 property cleaned up and looking better.
  - Identified rear location with Acosta Carpentry business operation, 2 trailers in gated area behind home appear to be living in. Site visit to be scheduled and conducted with watershed, building and codes in July 2023
- **4484 Bluffton Park Crescent #101**
  - La Poblanita Supermarket, which is licensed, is operating a Check-Transfer business and a Jewelry Counter business that are not licensed inside this location.
  - 5/8/23 letters certified and regular mailing were sent to Axel Produce, LLC d/b/a La Poblanita to have these businesses licensed. Failure to comply will result with fines. 6/28/23 re-visit will occur for compliance. During visit on 7/10/23 Flags to be addressed for permits.
- **4 Laurel Court:**
  - 2 residents complain that several cars parking on street with overflow to Goethe Rd. Appears to be the results of 2 apartments in a garage at this location and 2-3 campers being utilized as living areas.
  - 6/7/23 site visited with Jordan Holloway and Bill Baugher. Appears no permits were issued for this garage site. Building needs to review. On site possible daycare ongoing, 2 RVs connected need to be disconnected. Re-visit scheduled for June 27,2023

## Code Enforcement continued:

- **10 Taylor Court:**
  - 2 residents complain that several cars parking on street with overflow to Goethe Rd. Appears to be the results of 2 apartments in a garage at this location and 2-3 campers being utilized as living areas.
  - 6/7/23 site visited with Jordan Holloway and Bill Baugher. Appears no permits were issued for this garage site. Building needs to review. On site possible daycare ongoing, 2 RVs connected need to be disconnected. Re-visit scheduled for June 27,2023
- **75 Goethe Road:**
  - Residents complained about this location's abundance of tires, vehicles not registered on location and needs to be cleaned-up. This location will be moved to June's calendar for a site visit and discussion with property owner for compliance.
- **331 Buck Island**
  - 6/7/23 property was visited by Codes, Lt. Ferrelli, Jordan Holloway and Biil Baugher.
  - 6/14/23 notified via email 252 Simmonsville flooding due to Ruiz Concrete action of backfilling a pond.
  - 6/21/23 meeting with Jordan, myself, and Bill Baugher to discuss all violations. Jordan working on letter draft to be sent to owner of 331 Buck Island to include vehicle removals, RV disconnection, no permits obtained for housing, Residential Zoned Area, No construction yard allowed.

<b>Cook Out with COPS Baynard Park</b>
<b>Encompass Health Active Shooter Training</b>
<b>Independence Day Celebration Operations Meeting</b>
<b>Juneteenth Celebration Black Food Truck Friday</b>
<b>Kiwanis Dinner/Tour of BPD with K9 Demo</b>
<b>M.C Riley ECC Moving Up Ceremony</b>
<b>Firearms Instructors Meeting</b>
<b>Command Staff Meeting</b>
<b>Provided Security for Court on Tuesdays.</b>
<b>ROMEO Club Tour of BPD</b>
<b>TOB Kids Event at Field of Dreams</b>
<b>TOB Movie Night (Puss in Boots)</b>

CONCERNS VOICED BY THE COMMUNITY: (CALEA 45.2.2a)
218 Buck Island Road – Business in Residential Area
331 Buck Island Road – Business in Residential Area

## **Traffic Officers:**

Cpl. Dickson

Tickets: 28

Warnings: 4

Collision Reports: 8

Incident Reports: 6

Ofc. Harden

Tickets: 10

Warnings: 22

Collision Reports: 5

Incident Reports: 2

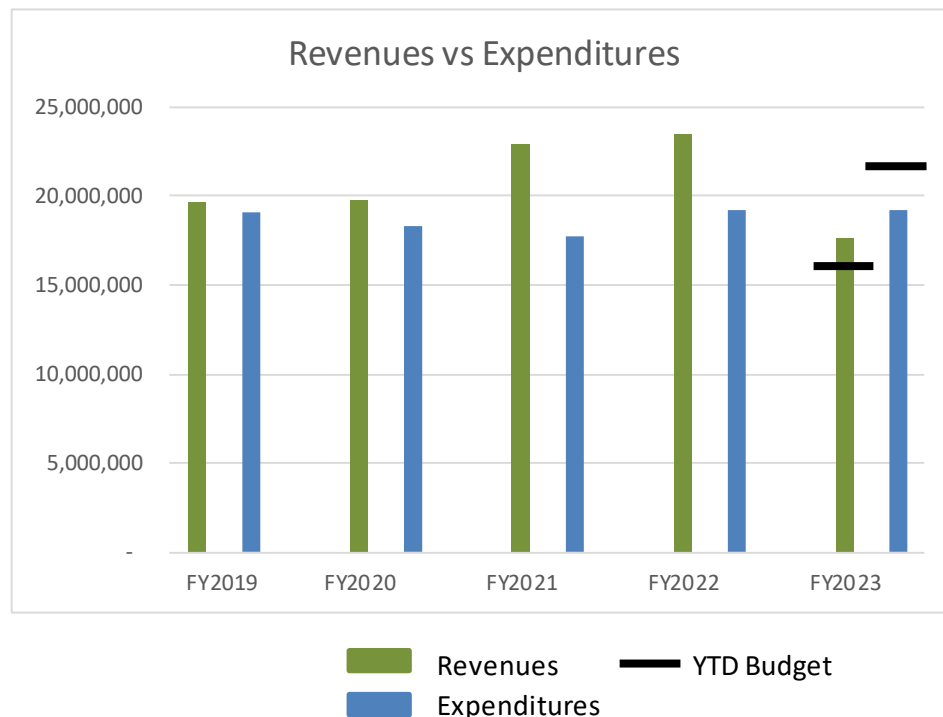
**TOWN COUNCIL  
STAFF REPORT  
Finance & Administration Department**



<b>MEETING DATE:</b>	July 11, 2023
<b>PROJECT:</b>	Consent Agenda: Year-to-date Financial Report
<b>PROJECT MANAGER:</b>	Natalie Majorkiewicz, CGFO, Director of Finance & Administration

**General Fund Financial Overview:**

The chart below shows the revenue collections and expenditures trend for the last four full years and FY2023 year-to-date (YTD) through May 2023. Revenues have been higher than expenditures the last four full years.



FY2023 YTD through May shows General Fund revenues above the budgeted amount in all line items except for franchise fees, building permits, grants and entitlements, administrative fees, service revenues, fines and fees, and transfers in. YTD May expenditures are tracking below the budgeted amounts.



**FY23 General Fund Financial Overview**

Revenues		Expenditures
\$17,622k	<i>YTD</i>	\$19,192k
105.6%	<i>% of Budget</i>	86.2%
\$16,688k	<i>YTD Budget</i>	\$22,268k

**ATTACHMENTS:**

1. General Fund
2. Stormwater Fund
3. Capital Improvement Program Fund
4. Debt Service Fund
5. Special Revenue Funds
6. Business License Statistics
7. Grant Index



**Town of Bluffton  
Actual Versus Budget  
General Fund**

Section XI. Item #1.

**Month of May 2023**

**Year-to-Date thru May 31, 2023**

	FY 2022	FY 2023	More/(Less)	Budget	Over / (Under)	FY 2022	FY 2023	More/(Less)	Budget	Over / (Under)
<b>Revenues</b>										
Property Taxes	\$ 293,138	\$ 133,312	\$ (159,826)	\$ 133,034	\$ 278	\$ 8,092,206	\$ 8,923,558	\$ 831,352	\$ 7,651,570	\$ 1,271,988
Licenses & Permits										
Business Licenses	774,818	1,035,279	260,461	721,860	313,419	2,612,366	2,816,698	204,332	2,402,393	414,305
MASC Telecommunications	-	-	-	-	-	51,929	56,096	4,167	52,317	3,779
MASC Insurance Tax Collection	116,605	44,441	(72,164)	98,891	(54,450)	216,333	202,995	(13,338)	183,467	19,528
Franchise Fees	238,980	232,047	(6,933)	250,845	(18,798)	1,248,311	1,232,264	(16,047)	1,310,287	(78,023)
Building Safety Permits	231,651	292,121	60,470	195,140	96,981	3,897,379	2,521,554	(1,375,825)	2,678,024	(156,470)
Application Fees	4,035	4,295	260	3,077	1,218	61,010	53,995	(7,015)	46,530	7,465
Administrative Fees	-	-	-	-	-	44,000	-	(44,000)	44,000	(44,000)
Total Licenses & Permits	1,366,089	1,608,183	242,094	1,269,813	338,370	8,131,328	6,883,601	(1,247,727)	6,717,018	166,583
Grants and Entitlements	87,235	-	(87,235)	128,385	(128,385)	815,422	328,299	(487,123)	989,421	(661,122)
Intergovernmental	-	-	-	-	-	-	293,516	293,516	-	293,516
Service Revenues	35,772	69,664	33,892	33,331	36,333	973,813	569,238	(404,575)	906,179	(336,941)
Fines & Fees	11,705	9,221	(2,484)	13,174	(3,953)	95,601	102,986	7,385	105,947	(2,961)
Interest Income	3,159	31,215	28,056	2,485	28,730	27,098	194,134	167,036	21,316	172,818
Miscellaneous Revenues	14,888	11,915	(2,973)	8,057	3,858	205,185	193,505	(11,679)	106,320	87,185
Total Revenues	1,811,986	1,863,510	51,524	1,588,279	275,231	18,340,653	17,488,837	(851,816)	16,497,771	991,066
Other Financing Sources	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	167,977	133,301	(34,676)	190,239	(56,938)
Total Other Financing Sources & Transfers In	-	-	-	-	-	167,977	133,301	(34,676)	190,239	(56,938)
<b>Total Revenues and Other Financing Sources</b>	<b>\$ 1,811,986</b>	<b>\$ 1,863,510</b>	<b>\$ 51,524</b>	<b>\$ 1,588,279</b>	<b>\$ 275,231</b>	<b>\$ 18,508,630</b>	<b>\$ 17,622,138</b>	<b>\$ (886,492)</b>	<b>\$ 16,688,010</b>	<b>\$ 934,128</b>
<b>Expenditures</b>										
Town Council	\$ 13,844	\$ 10,358	\$ (3,485)	\$ 20,378	\$ (10,020)	\$ 108,985	\$ 112,659	\$ 3,674	\$ 160,423	\$ (47,764)
Executive	37,636	118,583	80,947	94,767	23,816	461,174	1,883,977	1,422,803	1,161,234	722,743
Economic Development	37,199	28,165	(9,034)	97,299	(69,134)	294,616	318,186	23,570	770,610	(452,424)
Human Resources	24,550	35,462	10,913	30,240	5,222	389,215	405,674	16,459	479,427	(73,753)
Communications and Community Outreach	25,290	56,863	31,573	45,485	11,378	277,038	406,200	129,163	498,263	(92,063)
Police	512,232	537,389	25,156	667,414	(130,025)	5,917,954	6,734,420	816,466	7,710,612	(976,192)
Municipal Judges	2,860	7,698	4,837	6,376	1,322	32,419	61,157	28,737	72,260	(11,103)
Municipal Court	25,289	26,310	1,021	29,344	(3,034)	352,956	378,730	25,774	409,547	(30,817)
Finance	74,923	57,775	(17,149)	71,922	(14,147)	930,391	727,874	(202,517)	893,121	(165,247)
Information Technology	73,579	61,707	(11,872)	100,010	(38,303)	1,211,567	1,500,597	289,030	1,646,788	(146,191)
Customer Service	19,325	18,963	(362)	22,978	(4,015)	200,794	201,503	708	238,755	(37,252)
Planning & Community Development	105,722	122,911	17,189	107,604	15,307	1,250,009	1,187,262	(62,747)	1,272,264	(85,002)
Building Safety	54,041	58,866	4,825	72,554	(13,688)	597,880	772,904	175,024	802,700	(29,796)
Project Management	59,335	65,428	6,093	68,745	(3,317)	725,336	767,753	42,417	840,364	(72,611)
Public Works	118,471	150,903	32,432	146,442	4,461	1,495,688	1,804,077	308,389	1,848,813	(44,736)
Town Wide	216,503	159,398	(57,105)	262,373	(102,975)	2,437,796	1,929,184	(508,612)	2,954,276	(1,025,092)
Total Expenditures	1,400,799	1,516,778	115,979	1,843,931	(327,153)	16,683,816	19,192,155	2,508,339	21,759,457	(2,567,302)
Other Financing Uses										
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	148,307	-	(148,307)	508,286	(508,286)
Total Transfers	-	-	-	-	-	148,307	-	(148,307)	508,286	(508,286)
<b>Total Expenditures and Other Financing Uses</b>	<b>\$ 1,400,799</b>	<b>\$ 1,516,778</b>	<b>\$ 115,979</b>	<b>\$ 1,843,931</b>	<b>\$ (327,153)</b>	<b>\$ 16,832,123</b>	<b>\$ 19,192,155</b>	<b>\$ 2,360,032</b>	<b>\$ 22,267,743</b>	<b>\$ (3,075,588)</b>



**Town of Bluffton  
Actual Versus Budget  
Stormwater Fund**

Section XI. Item #1.

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	Month of May 2023					Year-to-Date thru May 31, 2023				
	FY 2022	FY 2023	More/(Less)	Budget	Over / (Under)	FY 2022	FY 2023	More/(Less)	Budget	Over / (Under)
<b>Revenues</b>										
<b>Stormwater Utility Fee</b>	\$ 16,775	\$ 6,542	\$ (10,232)	\$ 17,745	\$ (11,202)	\$ 1,903,530	\$ 1,990,704	\$ 87,174	\$ 2,013,596	\$ (22,892)
<b>Licenses &amp; Permits</b>										
NPDES Plan Review Fee	9,300	7,823	(1,478)	27,793	(19,970)	115,887	93,408	(22,480)	346,322	(252,915)
NPDES Inspection Fee	51,150	22,900	(28,250)	-	22,900	520,275	341,075	(179,200)	-	341,075
Total Licenses & Permits	60,450	30,723	(29,728)	27,793	2,930	636,162	434,483	(201,680)	346,322	88,161
<b>Total Revenues</b>	77,225	37,265	(39,960)	45,537	(8,272)	2,539,692	2,425,187	(114,505)	2,359,918	65,269
<b>Total Revenues and Other Financing Sources</b>	\$ 77,225	\$ 37,265	\$ (39,960)	\$ 45,537	\$ (8,272)	\$ 2,539,692	\$ 2,425,187	\$ (114,505)	\$ 2,359,918	\$ 65,269
<b>Expenditures</b>										
Watershed Management	\$ 59,553	\$ 74,926	\$ 15,373	\$ 92,045	\$ (17,119)	\$ 749,752	\$ 1,087,591	\$ 337,839	\$ 1,158,817	\$ (71,226)
<b>Total Expenditures</b>	59,553	74,926	15,373	92,045	(17,119)	749,752	1,087,591	337,839	1,158,817	(71,226)
<b>Other Financing Uses</b>										
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	4,807	-	(4,807)	721,443	(721,443)
Transfers Out to General Fund	-	-	-	-	-	-	-	-	-	-
Transfer Out to Debt Service	-	223,150	223,150	225,188	(2,038)	76,650	296,300	219,650	296,300	-
Contribution to Fund Balance	-	-	-	-	-	-	-	-	-	-
<b>Total Transfers</b>	-	223,150	223,150	225,188	(2,038)	81,457	296,300	214,843	1,017,743	(721,443)
<b>Total Expenditures and Other Financing Uses</b>	\$ 59,553	\$ 298,076	\$ 238,523	\$ 317,233	\$ (19,157)	\$ 831,209	\$ 1,383,891	\$ 552,682	\$ 2,176,560	\$ (792,669)



**Town of Bluffton**  
**Budget and Actual - Capital Improvement Program Fund**  
**For Period Ending May 31, 2023**

	YTD Actual	Adopted Budget	Budget Amendments and Transfers	Revised Budget	Actual vs Budget Difference	Actual as % of Budget
<b>Stormwater and Sewer</b>						
Buck Island Sewer Phase 5	\$ 15,359	\$ 219,690	\$ 1,749,420	\$ 1,969,110	\$ 1,953,751	0.8%
Sewer Connections Policy	2,000	510,034	275,742	785,776	783,776	0.3%
Historic District Sewer Extension Phase 2	6,506	332,390	475,424	807,814	801,308	0.8%
Historic District Sewer Extension Phase 3	3,151	188,073	15,622	203,695	200,544	1.5%
Historic District Sewer Extension Phase 4	810	130,883	6,492	137,375	136,565	0.6%
Historic District Sewer Extension Phase 5	674	148,993	5,128	154,121	153,447	0.4%
Historic District Sewer Extension Phase 6	1,152	280,290	11,807	292,097	290,946	0.4%
Bridge Street Streetscape	559,580	1,607,671	357,173	1,964,844	1,405,264	28.5%
Comprehensive Drainage Plan Improvements	143,414	244,900	76,093	320,993	177,579	44.7%
Buck Island Road Drainage Improvements	135,164	93,900	135,900	229,800	94,636	58.8%
Stoney Crest Campground/Old Palmetto Bluff Rd	-	341,658	10,000	351,658	351,658	0.0%
May River Action Plan Impervious Restoration/Water Quality Project	52,056	214,600	-	214,600	162,544	24.3%
Pritchard Street Drainage Improvements	63,315	236,200	-	236,200	172,885	0.0%
<b>Total Stormwater and Sewer</b>	<b>983,180</b>	<b>4,549,282</b>	<b>3,118,801</b>	<b>7,668,083</b>	<b>6,684,903</b>	<b>12.8%</b>
<b>Roads</b>						
Calhoun Street Streetscape	42,219	248,158	215,523	463,681	421,462	9.1%
Historic District Streetscape and Drainage Improvements	170,521	348,066	233,642	581,708	411,187	0.0%
BIS Neighborhood Sidewalks & Lighting	81,709	485,377	87,300	572,677	490,968	14.3%
Goethe-Shultz Neighborhood Sidewalks & Lighting	249,069	-	561,571	561,571	312,502	44.4%
Wharf Street Lighting	1,500	51,310	9,000	60,310	58,810	2.5%
Boundary Street Lighting	-	-	44,403	44,403	44,403	0.0%
Ghost Roads	560	20,000	13,178	33,178	32,618	1.7%
Boundary Street Streetscape	54,469	1,736,075	(1,539,814)	196,261	141,792	27.8%
<b>Total Roads</b>	<b>600,048</b>	<b>2,888,986</b>	<b>(375,197)</b>	<b>2,513,789</b>	<b>1,913,741</b>	<b>23.9%</b>
<b>Facilities</b>						
Watershed Management Facility	-	25,000	10,243	35,243	35,243	0.0%
Squire Pope Carriage House	310,942	1,448,138	470,284	1,918,422	1,607,480	16.2%
Law Enforcement Center Facility Improvements	124,578	195,500	120,271	315,771	191,193	39.5%
Public Works Facility Improvements	8,719	-	16,506	16,506	7,787	52.8%
Rotary Community Center Facility Improvements	35,697	-	35,986	35,986	289	99.2%
Garvin-Garvey House Interpretive Signage	32,390	7,523	24,867	32,390	0	100.0%
Town Hall Improvements	13,931	-	314,684	314,684	300,753	4.4%
Ulmer Auditorium Improvements	-	118,217	-	118,217	118,217	0.0%
Sarah Riley Hooks Cottage	12,515	45,680	-	45,680	33,165	27.4%
<b>Total Facilities</b>	<b>538,772</b>	<b>1,840,058</b>	<b>992,841</b>	<b>2,832,899</b>	<b>2,294,127</b>	<b>19.0%</b>
<b>Land</b>						
Land Acquisition	1,213,852	4,704,319	(1,444)	4,702,875	3,489,023	25.8%
<b>Total Land</b>	<b>1,213,852</b>	<b>4,704,319</b>	<b>(1,444)</b>	<b>4,702,875</b>	<b>3,489,023</b>	<b>25.8%</b>
<b>Housing</b>						
Affordable Housing Project	-	1,708,672	-	1,708,672	1,708,672	0.0%
<b>Total Housing</b>	<b>-</b>	<b>1,708,672</b>	<b>-</b>	<b>1,708,672</b>	<b>1,708,672</b>	<b>0.0%</b>
<b>Economic Development</b>						
Buckwalter Place Multi-County Commerce Park Phase 2	4,020	78,500	3,408,779	3,487,279	3,483,259	0.1%
<b>Total Economic Development</b>	<b>4,020</b>	<b>78,500</b>	<b>3,408,779</b>	<b>3,487,279</b>	<b>3,483,259</b>	<b>0.1%</b>
<b>Parks</b>						
Oyster Factory Park	350,172	727,900	205,272	933,172	583,000	37.5%
Wright Family Park	17,459	-	23,629	23,629	6,170	73.9%
Oscar Frazier Park	16,346	247,500	3,018	250,518	234,172	6.5%
May River Pocket Park	82,805	31,850	90,415	122,265	39,460	67.7%
New Riverside Park/Barn Site	618,195	3,872,112	621,544	4,493,656	3,875,461	13.8%
Park Improvements	19,019	65,000	119,588	184,588	165,569	10.3%
New River Trail	20,420	114,558	9,612	124,170	103,750	16.4%
<b>Total Parks</b>	<b>1,124,415</b>	<b>5,058,920</b>	<b>1,073,078</b>	<b>6,131,998</b>	<b>5,007,583</b>	<b>18.3%</b>
<b>Information Technology Infrastructure</b>						
Community Safety Cameras Phase 6	56,834	68,500	(10,054)	58,446	1,612	97.2%
Network Improvements	168,109	195,000	53,461	248,461	80,352	67.7%
Document Management - Phase 2	99,290	100,000	(43,951)	56,049	(43,241)	177.1%
<b>Total Parks</b>	<b>324,233</b>	<b>363,500</b>	<b>(544)</b>	<b>362,956</b>	<b>38,723</b>	<b>89.3%</b>
<b>Total CIP Expenditures</b>	<b>\$ 4,788,521</b>	<b>\$ 21,192,237</b>	<b>\$ 8,216,314</b>	<b>\$ 29,408,551</b>	<b>\$ 24,620,030</b>	<b>16.3%</b>



**Town of Bluffton  
Actual Versus Budget  
Debt Service Fund**

Section XI. Item #1.

	Month of May 2023					Year-to-Date thru May 31, 2023				
	FY 2022	FY 2023	More/(Less)	Budget	Over / (Under)	FY 2022	FY 2023	More/(Less)	Budget	Over / (Under)
<b>Revenues</b>										
<b>Property Taxes</b>										
Real & Personal Property Tax (TIF)	\$ 42,739	\$ 21,488	\$ (21,251)	\$ 41,382	\$ (19,895)	\$ 3,078,276	\$ 3,522,344	\$ 444,068	\$ 2,980,607	\$ 541,737
GO Bond Debt Service Property Tax	6,375	6,158	(216)	-	6,158	366,570	412,207	45,637	-	412,207
Total Property Tax	49,113	27,646	(21,467)	41,382	(13,737)	3,444,846	3,934,551	489,705	2,980,607	953,944
<b>Licenses &amp; Permits</b>										
Municipal Improvement District Fee	3,375	900	(2,475)	3,438	(2,538)	353,476	357,975	4,500	360,113	(2,137)
<b>Interest Income</b>	10,748	15,294	4,545	424	14,870	10,748	95,061	84,313	3,817	91,245
<b>Miscellaneous Revenues</b>	-	-	-	-	-	-	-	-	-	-
<b>Total Revenues</b>	<u>63,236</u>	<u>43,840</u>	<u>(19,397)</u>	<u>45,244</u>	<u>(1,405)</u>	<u>3,809,070</u>	<u>4,387,588</u>	<u>578,518</u>	<u>3,344,536</u>	<u>1,043,052</u>
<b>Other Financing Sources</b>	-	-	-	-	-	-	-	-	-	-
<b>Transfers In</b>	-	223,150	223,150	296,300	(73,150)	76,650	296,300	219,650	296,300	-
<b>Total Other Financing Sources &amp; Transfers In</b>	<u>-</u>	<u>223,150</u>	<u>223,150</u>	<u>296,300</u>	<u>(73,150)</u>	<u>76,650</u>	<u>296,300</u>	<u>219,650</u>	<u>296,300</u>	<u>-</u>
<b>Total Revenues and Other Financing Sources</b>	<u>\$ 63,236</u>	<u>\$ 266,990</u>	<u>\$ 203,753</u>	<u>\$ 341,544</u>	<u>\$ (74,555)</u>	<u>\$ 3,885,720</u>	<u>\$ 4,683,888</u>	<u>\$ 798,168</u>	<u>\$ 3,640,836</u>	<u>\$ 1,043,052</u>
<b>Expenditures</b>										
<b>Series 2014 TIF Bonds Debt Service</b>										
Principal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 829,620	\$ 851,304	\$ 21,684	\$ 851,304	\$ -
Interest	45,680	34,698	(10,982)	35,975	(1,277)	102,062	80,378	(21,684)	80,378	(1)
<b>Series 2022 TIF Bonds Debt Service</b>										
Principal	\$ -	\$ 426,182	\$ 426,182	\$ 426,182	\$ -	\$ -	\$ 426,182	\$ 426,182	\$ 426,182	\$ -
Interest	-	214,751	214,751	214,751	-	-	214,751	214,751	214,751	-
<b>Series 2020 GO Bonds Debt Service</b>										
Principal	-	-	-	-	-	220,000	230,000	10,000	230,000	-
Interest	-	-	-	-	-	156,800	145,800	(11,000)	145,800	-
<b>Series 2020A GO Bonds Debt Service</b>										
Principal	140,000	150,000	10,000	150,000	-	140,000	150,000	10,000	150,000	-
Interest	76,650	73,150	(3,500)	73,150	-	153,300	146,300	(7,000)	146,300	-
<b>Miscellaneous</b>	-	-	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<u>262,330</u>	<u>898,781</u>	<u>636,451</u>	<u>900,058</u>	<u>(1,277)</u>	<u>1,601,782</u>	<u>2,244,715</u>	<u>642,933</u>	<u>2,244,715</u>	<u>(1)</u>
<b>Other Financing Uses</b>										
Transfers Out to Capital Improvements Program Fund	-	-	-	-	-	298,785	-	(298,785)	-	-
<b>Total Transfers</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>298,785</u>	<u>-</u>	<u>(298,785)</u>	<u>-</u>	<u>-</u>
<b>Total Expenditures and Other Financing Uses</b>	<u>\$ 262,330</u>	<u>\$ 898,781</u>	<u>\$ 636,451</u>	<u>\$ 900,058</u>	<u>\$ (1,277)</u>	<u>\$ 1,900,567</u>	<u>\$ 2,244,715</u>	<u>\$ 344,148</u>	<u>\$ 2,244,715</u>	<u>\$ (1)</u>



Town of Bluffton  
Special Revenue Accounts  
For Period Ending May 31, 2023

Section XI. Item #1.

	FY2023														Original Estimate
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	
Revenues															
State Accommodations Tax	400	468	509	256,141	783	897	229,281	12,490	1,155	145,283	1,388			648,795	1,175,700
Local Accommodations Tax	614	173,603	126,868	137,517	152,941	158,074	114,639	63,354	83,215	24,975	331,683			1,367,483	1,577,800
Hospitality Tax	4,685	255,181	281,079	312,591	335,754	364,391	291,337	235,565	310,100	87,619	491,342			2,969,643	2,730,300
Total Revenues	5,699	429,252	408,456	706,249	489,478	523,362	635,256	311,410	394,470	257,877	824,413	-	-	4,985,922	5,483,800

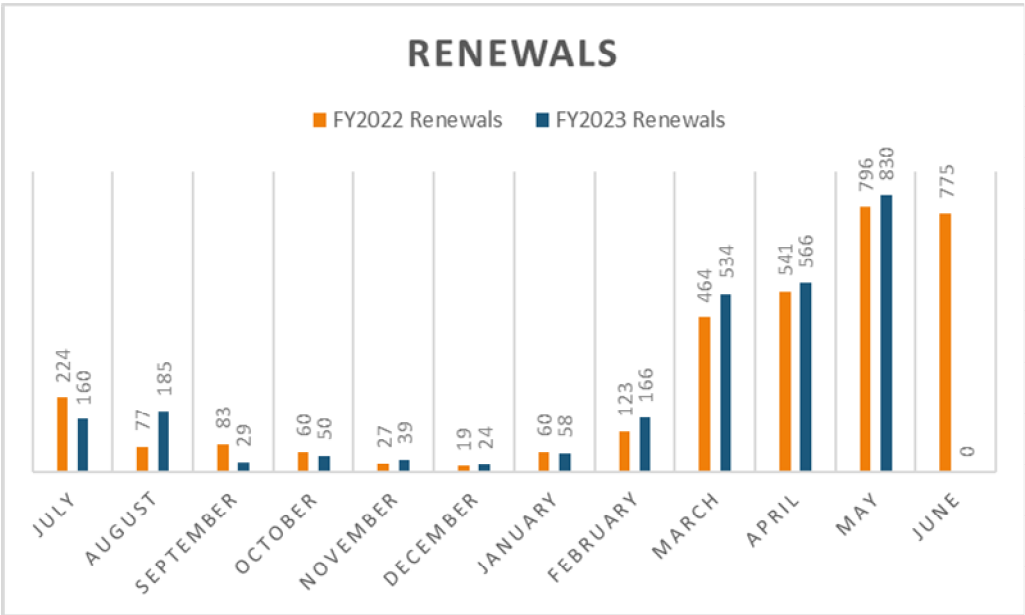
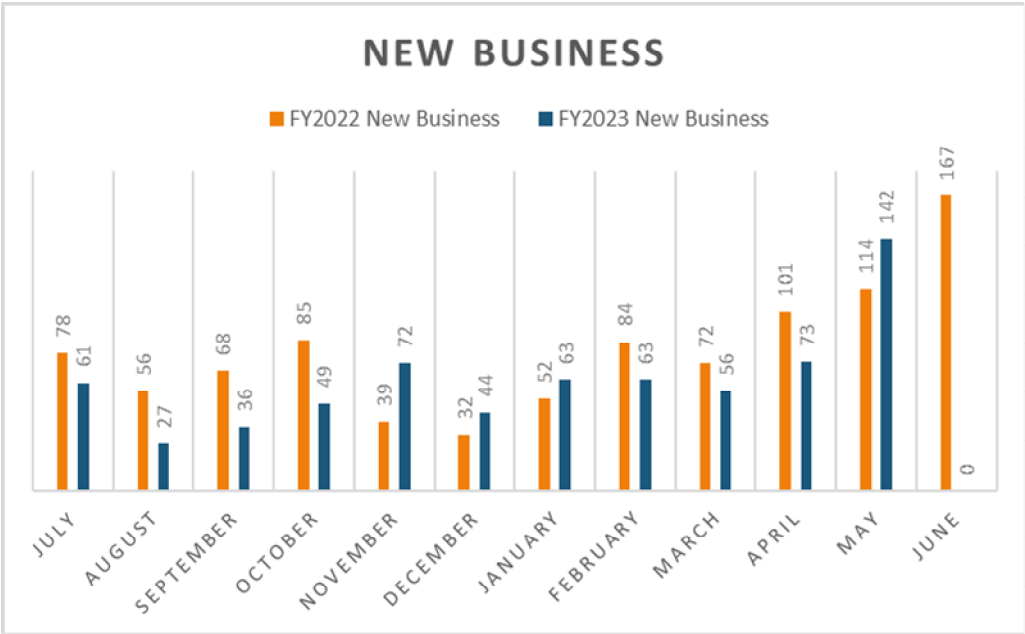
	FY2022														Revised Estimate
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD	
Revenues															
State Accommodations Tax	148	127	123	172	314,857	186	180	244,618	177	187	176,150	275	517,449	1,254,647	1,141,213
Local Accommodations Tax	151,486	212,739	174,685	133,672	168,080	165,909	158,032	62,578	101,144	206,781	68,226	352,969	188,273	2,144,573	1,531,570
Hospitality Tax	482	190,936	240,414	272,654	258,833	287,306	234,550	251,774	273,700	261,664	241,358	434,950	340,177	3,288,798	2,650,625
Vehicle Tag Fee*	54	62	60	10,315	4,950	2,475	1,268	1,829	1,729	1,078	1,353	1,005	2,802	28,980	-
Total Revenues	152,170	403,864	415,282	416,813	746,720	455,876	394,030	560,799	376,750	469,709	487,086	789,199	1,048,701	6,716,998	5,323,408

	FY2023 VS FY2022 (more / (less))													
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Period 13	YTD
Revenues														
State Accommodations Tax	252	341	386	255,969	(314,074)	711	229,101	(232,128)	978	145,097	(174,762)			(88,128)
Local Accommodations Tax	(150,872)	(39,136)	(47,817)	3,845	(15,139)	(7,835)	(43,393)	777	(17,929)	(181,806)	263,457			(235,848)
Hospitality Tax	4,203	64,245	40,665	39,937	76,921	77,085	56,787	(16,209)	36,400	(174,045)	249,984			455,973
Vehicle Tag Fee*	(54)	(62)												(116)
Total Revenues	(146,471)	25,388	(6,766)	299,751	(252,292)	69,961	242,495	(247,560)	19,449	(210,754)	338,680	-	-	131,880

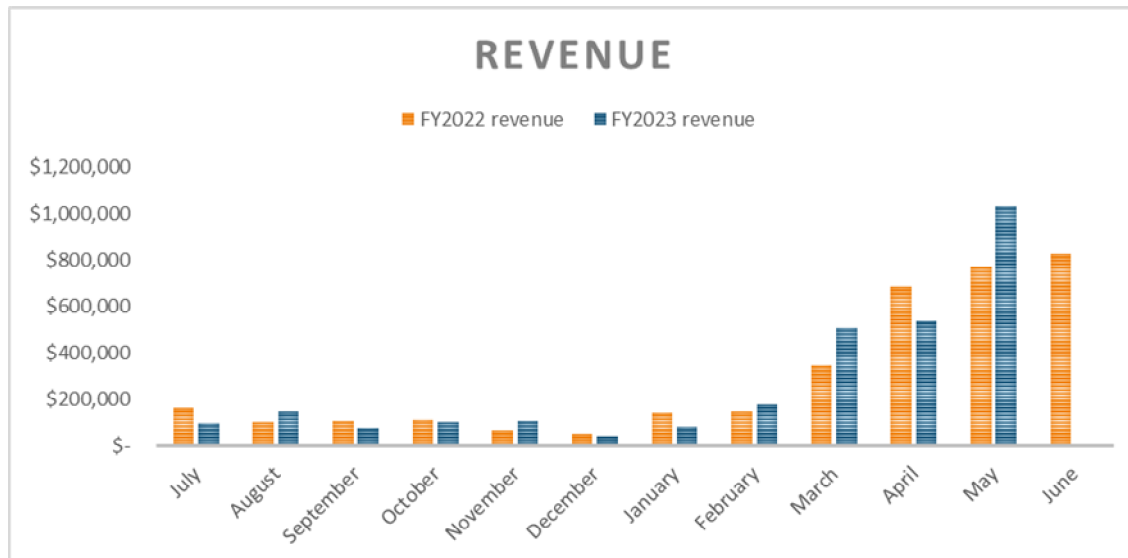
\* Vehicle Tag Fee billing ended in July, 2021

Business License Statistics:

Business License applications for FY2023 through May total 3,327 (686 new business and 2,641 renewals) compared to FY2022’s total of 3,255 (781 new business and 2,474 renewals).



Business license renewals reflect an increase of 4% and revenue collections show an increase of 33% for the month of May when comparing to last year. The increase in revenue is due to the due date for renewals being April 30<sup>th</sup> as well as the increase in permits. Business license revenue through permits for May is \$48,269, which is an increase of 3% or \$15,13 when comparing to last year.



The amended ordinance that went into effect January 1<sup>st</sup>, 2019 included additional incentives for new businesses and businesses with multiple locations within the Town. For the 2023 business license renewals through May, two hundred, sixty-seven (267) business have qualified for the Town's incentives for a total revenue reduction of \$255,112.95.

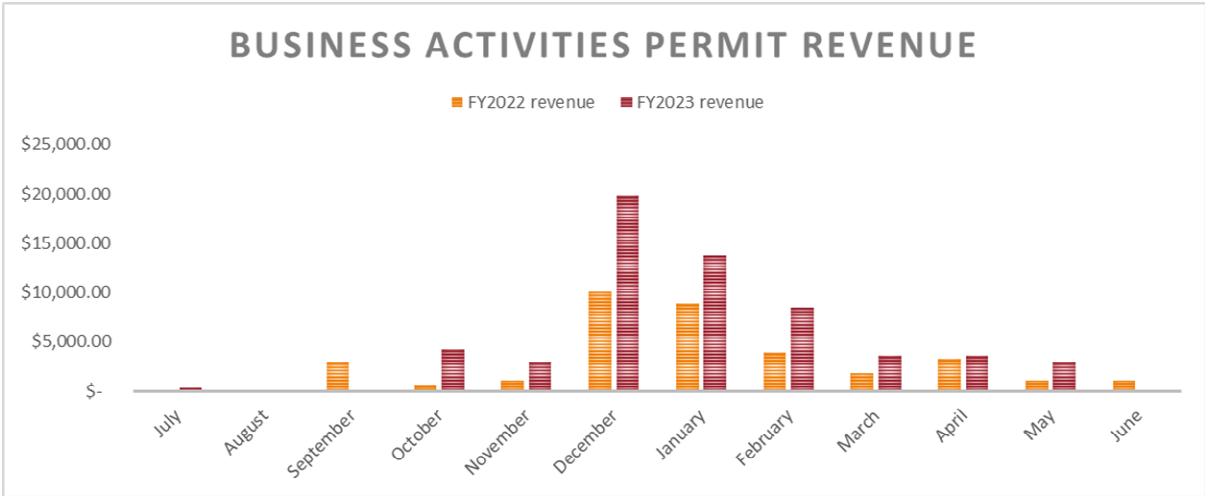
Incentive	Number of Businesses	Gross Income Deducted	Total Incentive Amount
10%	52	\$ 12,664,891	\$ 13,826
20%	88	7,742,288	9,899
40%	112	7,465,358	11,061
CAP	13	181,142,536	220,191
2+	2	71,607	136
<b>Grand Total</b>	<b>267</b>	<b>\$ 209,086,680</b>	<b>\$ 255,113</b>

Rate Class	Number of Businesses	Total Incentive Amount
1	36	\$ 102,298
2	3	613
3	45	1,435
4	21	2,204
5	29	4,227
6	0	0
7	115	8,950
8.1	17	110,256
9.3	1	25,130
<b>Grand Total</b>	<b>267</b>	<b>\$ 255,113</b>



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

- Mobile Vending Permit (MVP): \$400 for a calendar year
  - No new MVPs issued in May
  - Four (4) are compliant
  - Ten (10) are non-compliant
  - None are pending
  - There are 14 identified Mobile Vending businesses
- Short-Term Rental Permit (STRP): \$325 for a calendar year
  - Three (3) STRPs issued in May
  - One hundred and twelve (112) 2023 STRPs are compliant with a permit
  - One hundred and nineteen (119) are non-compliant
  - Four (4) are in-process
  - There are two hundred and fifty (250) properties identified



Grant Program / Name	Federal/ State/ Other	Town Project Description	Department	Status	Amount Funded by Grant	Town's Match	Total Project Amount	Date of Award	Grant Start Date	Grant Expiration
American Rescue Plan Act (ARPA) grant from the State and Local Fiscal Recovery Fund (SLFRF)	Federal	coronavirus recovery, Entitlement community with Tier 5 reporting	Finance	Active	\$ 1,982,471.00	none	\$1,982,471.00	05/27/21	03/03/21	obligated by 12/31/2024 expended by 12/31/2026
Community Development Block Grant (CDBG)	Federal	Goethe/Shults Neighborhood Revitalization	CIP	closing	\$ 500,000.00	\$ 401,427.00	\$ 901,427.00	12/03/18	12/2018	12/2022; close out meeting held 1/11/2023; 2/14/23 monitoring visit had ZERO findings
Community Development Block Grant (CDBG)	Federal	BIS sanitary sewer, Phase 5	CIP	Active	\$ 320,000.00	\$ 1,316,711.00	\$1,636,711.00	10/14/19	10/14/19	9/30/2021; extended for cure work
Land and Water Conservation Fund	Federal	New Riverside Barn Park	CIP	Active	\$ 500,000.00	\$ 500,000.00	Phase I > \$1M	10/18/21	10/19/21	10/31/2023
Bureau of Justice Assistance Office Programs Bulletproof Vest Partnership Grant - 2020	Federal	Bulletproof Vests for Police Officers	Police	Active	\$ 6,420.00	\$ 6,420.00	\$ 12,840.00	10/19/20	09/30/20	8/31/2022
Bureau of Justice Assistance Office Programs Bulletproof Vest Partnership - 2021	Federal	Bulletproof Vests for Police Officers	Police	Active	\$ 1,637.10	\$ 1,637.10	\$ 3,274.20	04/28/22	09/30/21	8/31/2023
Community Oriented Policing Services (COPS) Hiring Grant Program	Federal	two police officers	Police	Active	\$ 250,000.00	\$ 175,959.00	\$ 425,959.00	07/01/20	07/01/20	6/30/2023
2021 Growth Accelerator Fund	Federal	DRCI - would provide match to SC Dept of Commerce Relentless Challenge 2022	DRCI	closed	\$ 50,000.00	none	\$ 50,000.00	09/16/21	09/30/21	9/30/2022
Section 319(h) Nonpoint Source Pollution, Assistance Program	Federal	May River Watershed Action Plan Phase IV; sewer connections (Poseys Court, Pritchard Street, Bridge Street)	Stormwater / CIP	Active	\$ 365,558.36	\$ 243,830.00	\$ 609,388.36	06/21/19	09/25/19	7/24/2023
Nonpoint Source Implementation Program - Section 319(h) of the Clean Water Act	Federal	May River Watershed Action Plan, Phase V - stormwater retrofit ( Bridge St)	Stormwater / CIP	Active	179,700 + 48,465.15= 228,165.15	120300 + 31810.10 = 152,110.10	\$ 380,275.25	10/01/20	12/04/20	12/3/2023
FFY 2023 Justice Assistance Grant (JAG)	Federal	Domestic Violence Investigator and Community Mental Heath Officer	Police	Active	\$ 141,404.40	\$ 15,711.60	\$ 157,116.00	10/14/22	10/01/22	9/30/2023
Nonpoint Source Implementation Program - Section 319(h) of the Clean Water Act	Federal	May River Watershed Action Plan, Phase VI stormwater retrofit (Pritchard St)	Stormwater / CIP	Active	\$ 124,577.00	\$ 83,398.00	\$ 207,975.00	11/16/22	11/16/22	11/15/2025
South Carolina Infrastructure Investment Program (SCIIP)	Federal	Stoney Crest area septic to sewer; local match split equally among Town, Beauf.Co, and BJWSA.	Stormwater	AWARDED TO BJWSA	\$ 5,925,000.00	\$1,975,000 divided equally among Town, County, and BJWSA	\$7,900,000.00	TBD	TBD	commit funds by 12/31/2024; expend by 12/31/2026
Office of Highway Safety and Justice Programs, Body-Worn Cameras - 2019-2020	State	Body-Warn Camers for Police Officers	Police	Active	\$ 38,903.60	N/A	\$ 38,903.60	08/16/18	08/16/18	TBD
Proviso 117.21 of FY2020 State Appropriation Act	State	BIS sanitary sewer, Phase 5	CIP	Active	\$ 300,000.00	\$ -	\$ -	11/01/19	11/01/19	6/30/2020
Relentless Challenge	State	DRCI - high tech expansion; HEROES	DRCI	closed	\$ 55,000.00	\$ 55,000.00	\$ 110,000.00	12/21/20	01/20/21	1/31/2022
School Safety Program (School Resource Officer)	State	continuation of SRO salary/fringe	Police	Active	\$ 84,487.00	none	\$ 84,487.00	09/27/21	07/01/21	7/1/2022
Undiscovered SC Grant	State	Phase III exhibits, Garvin Garvey House	CIP	Active	\$ 25,895.00	\$ 25,895.00	\$ 51,790.00	03/16/22	04/01/22	3/16/2024
Proviso 117.21 of FY23 State Appropriation Act	State	new body-cam/in car camera system plus backhaul	Police	Active	\$ 100,000.00	none	\$ 666,000.00	09/28/22	09/28/22	6/30/2023

\$ 11,271,353.46

2023 Recreational Trails Program (RTP)	Federal	Linear Trail Improvements	CIP	pending	\$ 100,000.00	\$ 65,000.00	\$ 165,000.00			
School Safety Program (School Resource Officer)	State	SRO funding for six officers	Police	pending	\$ 893,422.29	none	\$ 893,422.29			6/30/2024
FFY 2024 Justice Assistance Grant (JAG)	Federal	YEAR 2 - Domestic Violence Investigator and Community Mental Health Officer	Police	pending	\$ 141,404.40	\$ 15,711.60	\$ 157,116.00			9/30/2024
FY23 National Infrastructure Investments	Federal	Bluffton Pathway Safety Improvements	CIP	pending	\$ 281,920.00	\$ 70,480.00	\$ 352,400.00			9/30/2032
FY24 Park and Recreation Development Fund (PARD)	State	New River Linear Trail	CIP	just received; being signed	\$ 26,000.00	\$ 5,200.00	\$ 31,200.00			6/30/2026
Sen Graham appropriation / COPS Law Enforcement Technology	Federal	equipment for PD	Police	pending	\$ 1,348,178.00	\$ 337,045.00	\$1,685,223.00			9/30/2024
Sen Graham appropriation / STAG, Clean Water SRF, Clean Water CDS	Federal	stormwater/water quality projects	CIP	NOT SELECTED	\$ 5,378,572.00	\$ 2,166,520.00	\$7,545,092.00			1/0/1900
Sen Davis appropriation / Trails	State	New River Linear Trail	CIP	pending	\$ 2,000,000.00	\$ 705,172.00	\$2,705,172.00			6/30/2024
Sen Davis appropriation / Buckwalter Place Econ Dev	State	Buckwalter Place Economic Development Project	CIP	NOT SELECTED	\$ -	\$ -	\$3,327,940.00			1/0/1900
Nonpoint Source Implementation Program - Section 319(h) - Clean Water Act	Federal	May River Phase VII	CIP	pending	\$ 629,850.00	\$ 432,893.00	\$1,062,743.00			9/30/2026
National Opioid Guaranteed Political Subdivision Subfund	State	Opioid settlement money	Police	waiting for application portal to reopen	\$ 25,915.25	none	\$ 25,915.25			6/30/2024

## TOWN COUNCIL



### STAFF REPORT

#### Human Resources Department

<b>MEETING DATE:</b>	July 11, 2023
<b>PROJECT:</b>	June 2023 Activity Report
<b>PROJECT MANAGER:</b>	Anni Evans, Director of Human Resources

#### Human Resources Summary:

##### **New Hires: 3**

Jennifer Moreno

Department: Police

Title: Data Entry Clerk FT

Start date: June 15, 2023

Luke Courtemanche

Department: Public Services

Title: Public Works Worker II

Start date: June 29, 2023

Eileen McCallum

Department: Communications

Title: Video Events Coordinator PT

Start date: June 29, 2023

##### **Interns: 6**

Lucy Raisch

Department: Court

Start date: June 1, 2023

Angie Castrillon

Department: Growth Management

Start date: June 1, 2023

Benjamin Wilder Long

Department: Business License

Start date: June 1, 2023

Anna Bashaw

Department: Human Resources

Start date: June 1, 2023

David Chacon

Department: Capital Improvement Projects

Start date: June 1, 2023

Gabriel Patterson  
Department: Police  
Start date: June 15, 2023

**Exits: 2**

Joe George  
Department: Police  
Title: Police Lieutenant  
Exit Date: June 1, 2023

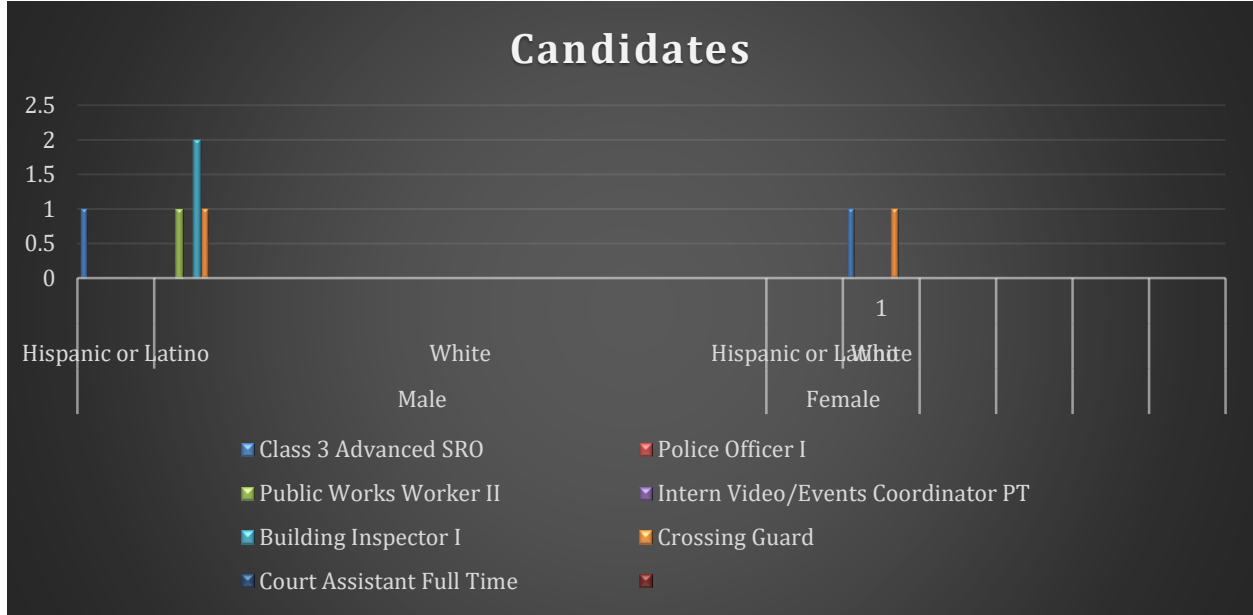
Shavar Seabrooks  
Department: Court  
Title: Court Assistant PT  
Exit Date: June 21, 2023

**Jobs posted:**

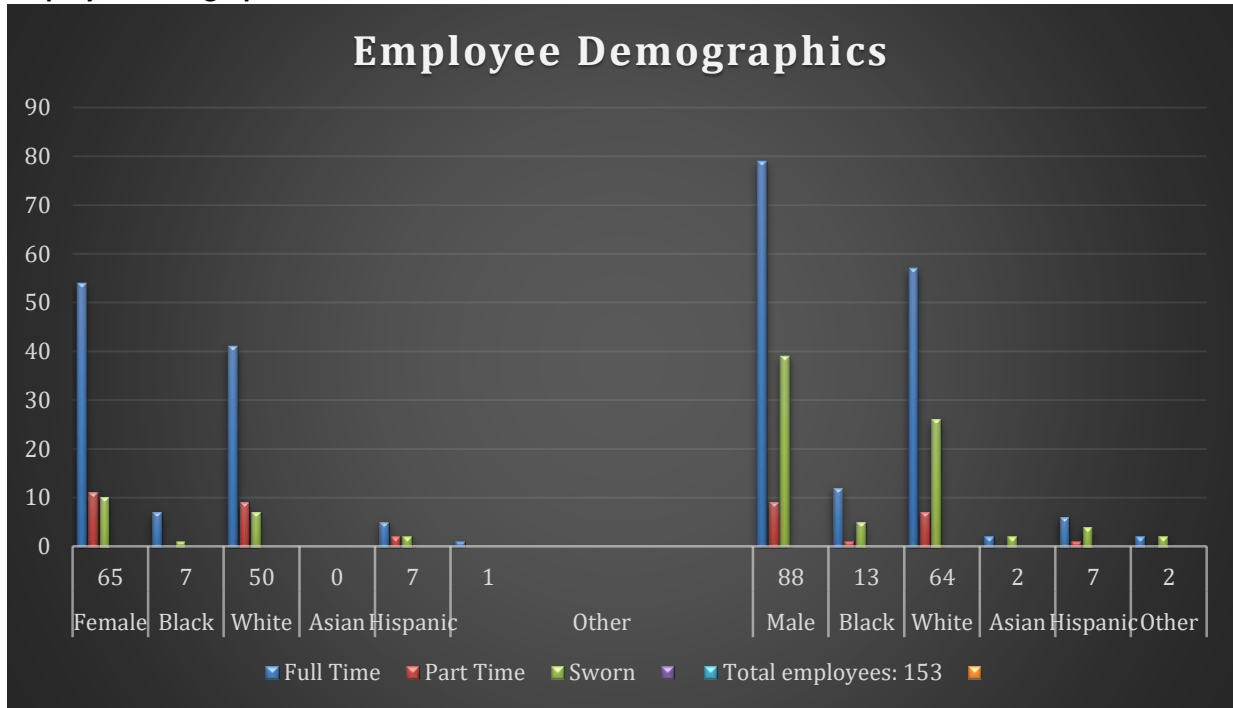
Police Officer I & II  
SRO – Class 3  
Crossing Guard  
Building Inspector I  
Court Assistant Full Time  
Intern/Video Events Coordinator

- Birthday/Anniversary Celebration – 6/14/23 –All About That Bean Food Truck
- Interviews held for Town Clerk, Class 3 Advanced SRO
- Trainings for ExecuTime implementation held
- Workplace safety training: June 12 – Safely working in the sun
- Breakfast held for Interns
- Updated/signed job descriptions received

**Candidate demographics:**



**Employee demographics:**



## TOWN COUNCIL



## STAFF REPORT

### Municipal Court Department

<b>MEETING DATE:</b>	July 11, 2023
<b>PROJECT:</b>	May Activity Report
<b>PROJECT MANAGER:</b>	Lisa Cunningham, Clerk of Court

#### Court Summary

Town of Bluffton Municipal Court convenes every Tuesday morning. In May 2023 a total of five morning sessions. The Municipal Court currently has 457 cases pending which is a combination of 397 criminal/traffic cases, 11 jury trial requests, and 49 defendants enrolled in alternative programs.

#### Indigent Defense cases

Town of Bluffton currently contracts with the 14<sup>th</sup> 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 524 cases which is a combination of 97 pending and 427 disposed on the docket as of May 2023.

#### 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 15 active participants in the Conditional Discharge Program. The Conditional Discharge Program requires the completion of 40 hours of community service as well as a drug and alcohol program. Participants must also pay a program fee of \$150.00 upon completion.

There are currently 9 active participants in the Alive@25 classes which are offered through the National Safety Council. Alive@25 classes are for traffic offenders under 25 years of age who have never had a traffic infraction and the current charge pending carries no more than 4 points.

Traffic Education Program referred to as TEP has 15 active participants. The TEP Program cost is \$280.00 plus the cost of online driving class. It is designed for offenders who have pending moving violations except for Driving under the Influence, Driving under Unlawful Alcohol Concentration, and Reckless Driving.

Alcohol Education Program referred to as AEP has 0 active participants. AEP is only inclusive for alcohol related charges such as minor in possession 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 15 active participants. PTI is a program for first-time offenders charged with non-violent crimes all charges are accepted in the program except for Driving Under Influence (DUI) or Driving under Unlawful Alcohol Concentration (DUAC). Program cost \$350.00 plus the cost of online driving class, counseling and/or drug testing.

TEP, AEP, and PTI are directly managed through the Solicitors office. The Court provides a referral and the Solicitors Office provides a completion or termination report upon completion date.





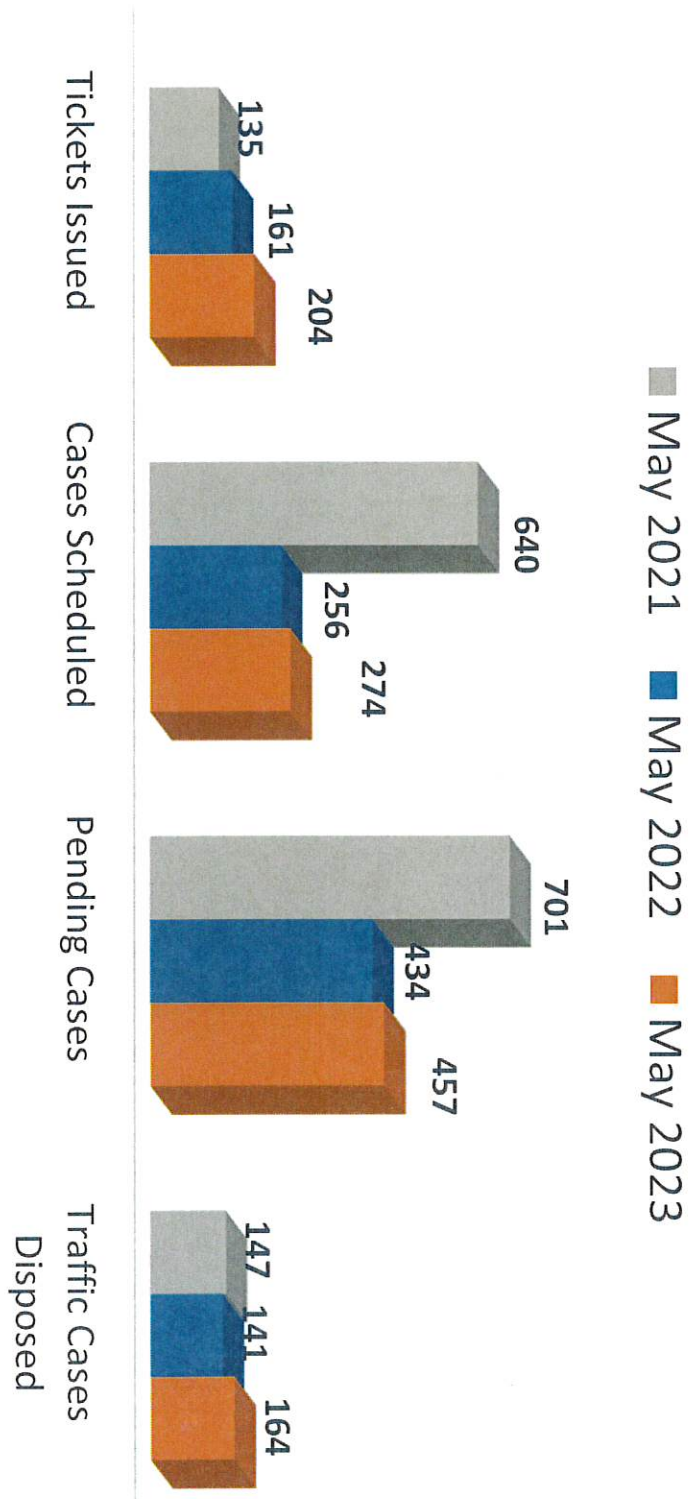
# Town of Bluffton Municipal Court Statistics for May 2023

Presented by:

Lisa Cunningham, Clerk of Court

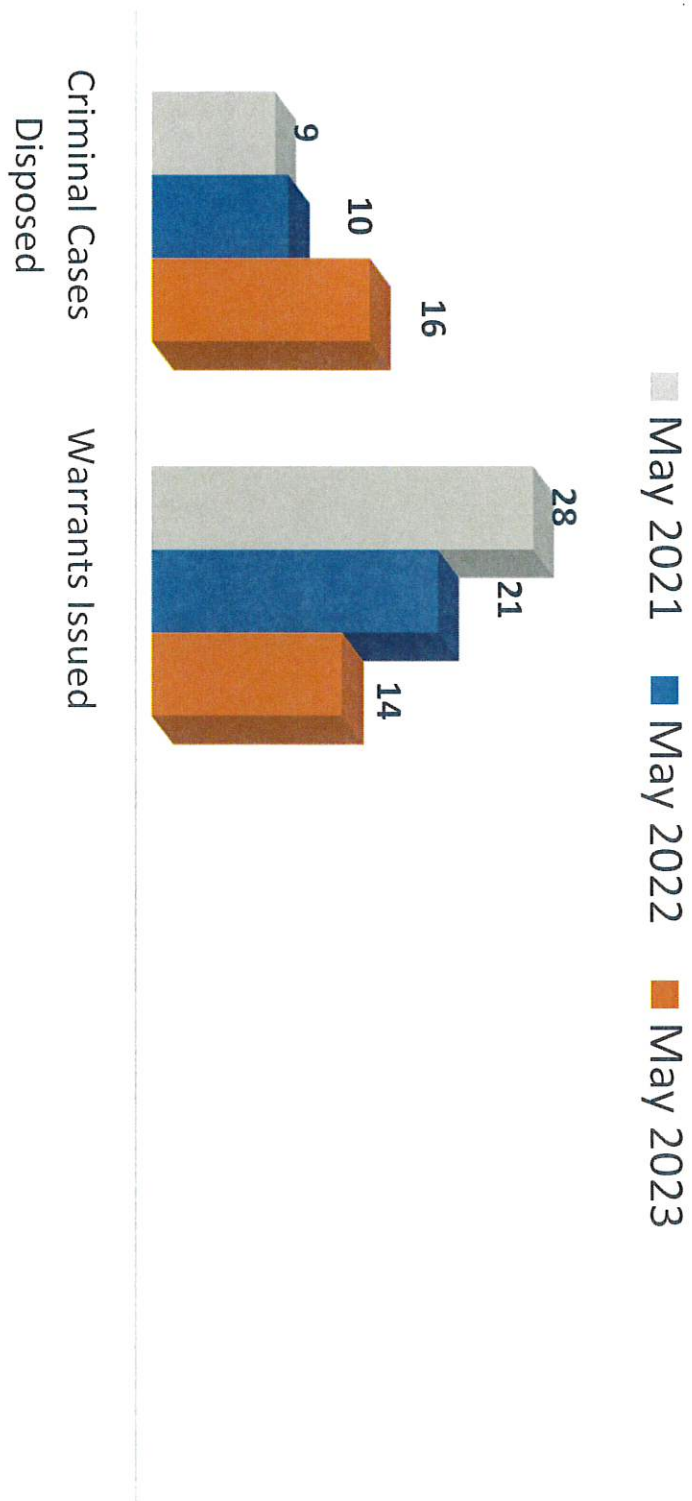


# Town of Bluffton Municipal Court



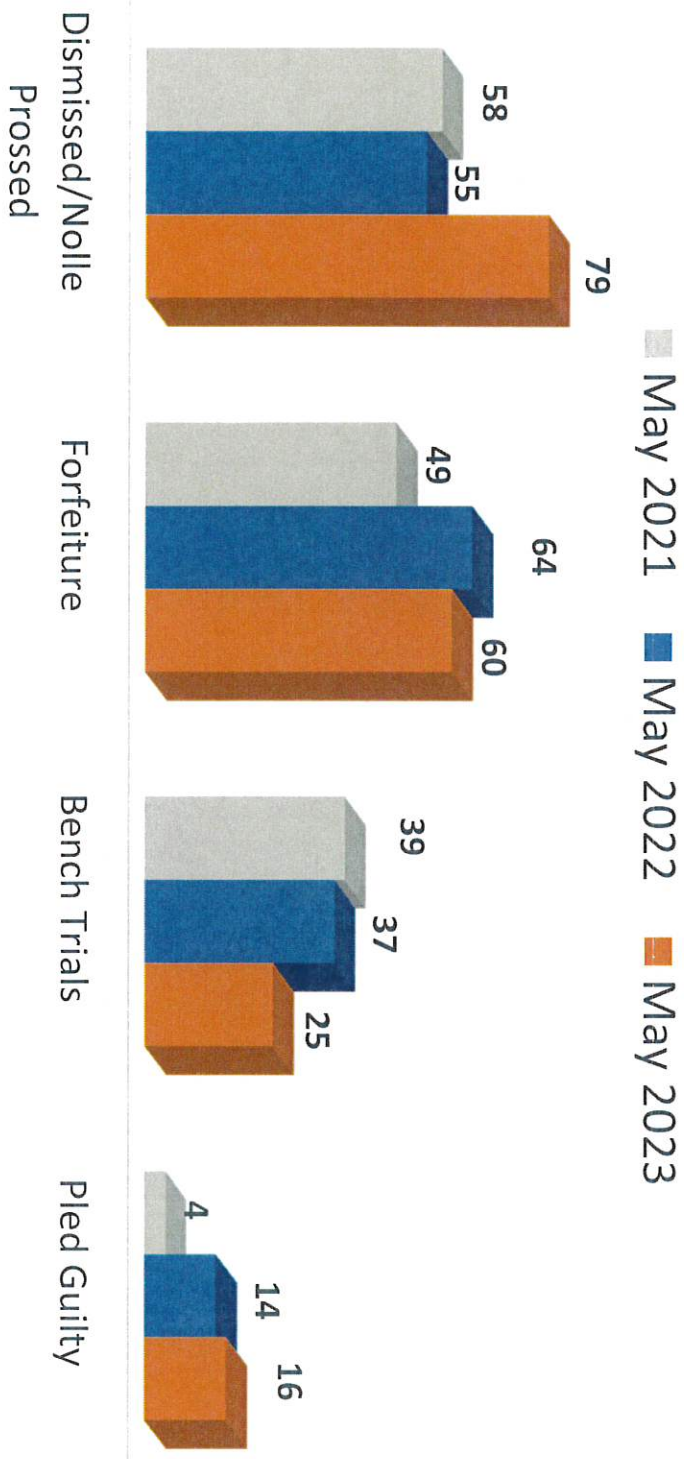


# Town of Bluffton Municipal Court





# Town of Bluffton Municipal Court





# Town of Bluffton Municipal Court

## Terminology

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

# TOWN COUNCIL

## STAFF REPORT

### Projects and Watershed Resilience Department



<b>MEETING DATE:</b>	July 11, 2023
<b>SUBJECT:</b>	Projects and Watershed Resilience Department Monthly Report
<b>PROJECT MANAGER:</b>	Kimberly Washok-Jones, Director of Projects and Watershed Resilience

### **CAPITAL IMPROVEMENTS PROGRAM (CIP) AND SPECIAL PROJECTS UPDATE**

#### **PATHWAYS**

#### **1. Buck Island-Simmons ville Neighborhood Sidewalks and Lighting**

- A contract for Phase 6B along Simmons ville Road from Sugaree Drive northward to the existing New Mustang Road was awarded to JS Construction Services, Inc.
- Drainage is complete.
- **Next Steps**
  - Condemnation in progress for three 6'x6' lighting easements along Buck Island Road.
  - Complete Phase 6B sidewalk construction and SCDOT closeout.
  - Design is underway for Phase 6 lighting. Construction of the remaining street lighting is to be completed in FY 2024.

#### **2. New River Linear Trail**

- Conceptual Master Plan is complete.
- Submitted plans to Santee Cooper for review and cost share for bridge replacements. They stated they will not participate in a cost share; thus staff is reviewing the agreement terms with legal for next steps.
- Received \$26,000 PARD grant award.
- Easement donation from New Riverside Community Association, Inc. approved at 3/14/23 Town Council.
- **Next Steps**
  - Continue engineering design for Phase 1 pathway (New River to Hwy 46).
  - Other grant opportunities are being researched for the main trail improvements.
  - Restroom contract approval at July Town Council meeting.
  - Received well installation bids.
  - Finalize LED light fixtures switch from Bridge Street to New River Linear Trail.

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

- Received permits to construct from DHEC.
- Re-bids closed on 4/17/23 with one bid and two responses of “no bid” which complies with Department of Commerce requirements.
- **Next Steps**
  - Enter into a construction contract after Commerce approval.
  - Start construction late summer 2023.

**2. Historic District Sewer Extension Phases 2 & 3 - Bridge & Colcock Streets**

- Jordan Construction of Hilton Head, Inc. has started construction.
- **Next Steps**
  - Start house connections once construction is complete and Permit to Operate is issued by DHEC.

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

- Reviewed initial design for Phases 4, 5, & 6 and submitted to BJWSA for initial review.
- **Next Step**
  - Incorporate any Phases 4, 5, & 6 design changes to drawings after BJWSA review.
  - Obtain Quit Claim Deeds from all the property owners along the ghost roads or initiate legal action.

**4. May River Watershed Action Plan Impervious Restoration Water Quality Projects**

- Initial site investigations are complete for 9 of the 11 participating project partners.
- Palmetto Pointe Towns and Lowcountry Community Church declined to participate in the Program at this time. One Apartments is now unresponsive to coordination request (new management).
- Updated Policy document for Impervious Restoration Program submitted and under review.
- Geotechnical investigations at 6 school sites complete and field results under analysis for use in development of Preliminary Design.
- **Next Steps**
  - Proceed with geotechnical evaluations at the 3 remaining site locations.
  - Begin preliminary site design.
  - Review and provide comment on Updated Draft Policy Document for Impervious Restoration Program.

**5. Buck Island Drainage Improvements**

- A contract was executed on 11/18/22.
- 10” water main relocation/lowering performed on 2/15/23.



- **Next Steps**

- SCDOT final inspection approval, 3<sup>rd</sup> As-Built submittal received and forwarded to SCDOT for review, project close-out anticipated in July.

## **HISTORIC DISTRICT IMPROVEMENTS**

### **1. Boundary Street Lighting**

- Phase 2 photometric plans, encroachment permits, and lighting agreements are complete and approved.
- SCDOT and Dominion indicated poles must be installed on private property due to conflicts with sewer force main and communication utilities within the right of way.
- Easements must now be obtained to install Phase 2 lighting.
- **Next Steps**
  - Install streetlights on the west side of the street in FY 2024. Coordinate conduit and light installation for the east side of the street in conjunction with larger streetscape project.
  - Obtain easements as needed for Phase 2 street lighting.

### **2. Squire Pope Carriage House Preservation**

- The contract with Huss Inc. was executed and construction began on 1/16/23 with a groundbreaking ceremony held on 2/4/23.
- Structure was lifted. Excavation, footers, slab, blockwork, brick piers, block walls were sealed and insulated, perimeter sill beams and interior beams were installed, flooring at crawl space has been insulated and structure has been lowered.
- **Next Steps**
  - The next several weeks will focus on additional deconstruction of the exterior siding, structural wood framing of all walls and subflooring to prep for rough in mechanical, electrical, plumbing and fire suppression. Re-install masonry fireplaces.

### **3. Bridge Street Streetscape**

- Issued Notice to Proceed for Phase 1 construction to start 12/5/22.
- Obtained survey proposal for Phase II streetscape project.
- Engaged Barrier Island for Phase II design.
- Drainage, parking, sidewalks, and mill and overlay have been finished.
- Landscaping has been installed at 5' strips.
- Obtained easement from Cunningham LLC for parking sign installation.
- Installed 3-hour limited parking signs.
- **Next Steps**
  - Continued construction to complete lighting additional power and punch list items.
  - Obtain SCDOT encroachment permit for No Parking signs
  - Contracting for installation of tabby planter irrigation and initial plantings



**4. Boundary Street Streetscape**

- Engineering Design is 70% complete and submitted to Watershed for stormwater for initial review.
- Met with Dominion Energy on 5/17/23. Still awaiting underground conversion plans from Dominion Energy.
- **Next Steps**
  - Continuing with Engineering Design, Underground Power Coordination, and Permitting.
  - Obtain easement exhibits and begin appraisals in FY 2024.
  - Bid construction in FY 2024.

**5. Calhoun Street Streetscape**

- Preliminary engineering design is 40% complete.
- Met with Dominion Energy on 5/17/23. Awaiting underground conversion plans from Dominion Energy.
- **Next Steps**
  - Begin negotiations with May River Road property owners for main transmission line easements.
  - Once the main line transmission line easements have been completed, then continue with engineering design into FY 2024.
  - Prepare easement acquisition plats for Phase 1 in 2024 and begin easement acquisition.
  - Phased construction is planned to begin in FY 2025 pending budget approval and acquisition of required easements.

**6. Pathway Pedestrian Safety Improvements**

- Completed Historic District crosswalk study identifying and prioritizing future intersection/crosswalk improvements to meet ADA compliance.
- Phase 1 ADA sidewalk improvements along Goethe Road were completed in January.
- Submitted US DOT RAISE grant application for planning and design of bike and pedestrian safety improvements in Historic District, Goethe/Shults and Buck Island/Simmons ville neighborhoods for implementation in a phased approach.
- **Next Steps**
  - Phase 2 design proposal under review.
  - Pending USDOT RAISE grant award notification in July 2023.
  - Construction sequence assessment to be completed for the 33 locations.
  - Finalize survey, design and construction documents RFP

**7. Comprehensive Drainage Plan Improvements**

- Asset inventory and condition assessment complete.
- 2D H/H model development complete.
- Initial Tidal Gauge information gathering at Calhoun St Dock has been completed.
- Review of 2D H/H model development results and area of inundation/choke points complete.

- **Next Steps**

- Updated *DRAFT* Final Project Report based on comments presented has been received and under review.
- Establish maintenance and CIP project needs list and Master Planning report to reduce risk of flooding.

## 8. **Pritchard Street Drainage Improvements**

- Cranston Engineering has submitted updated 70% project design to include streetscape elements. . Review comments completed and additional Survey information for streetscape elements received and provided to consultant.
- Project scope has increased to include streetscape elements, pedestrian connectivity, street lighting and traffic calming evaluation.
- **Next Steps**
  - Coordinate approval for proposed improvements with Beaufort County School District.
  - Complete 100% design submission, permitting submissions and bid document formulation.

## **PARK DEVELOPMENT**

### 1. **Oyster Factory Park**

- Civil Construction substantially complete. Landscape construction to be completed by August 2023.
- Executed Task Authorization with Witmer, Jones, Keefer for design of the event Area.
- **Next Steps**
  - Complete landscape construction of the parking lot.
  - Refine design of area event area based on Council feedback at April Quarterly Workshop and bring back for review.

### 2. **Oscar Frazier Park**

- Started construction of Rotary Center Improvements in June. Construction to be phased and coordinated with events planned for the Rotary Center
- Council directed staff to not proceed with sports court design at this time.
- Posted RFP Solicitation in June for design build of the splash pad. Bids are due on 7/12/23.
- **Next Steps**
  - Complete Rotary Hardscape construction in October.
  - Select design/build contractor for the Splash Pad in July and obtain contract Approval in August.

### 3. **New Riverside Barn/Park**

- Construction documents for the restroom building are complete.
- Architectural design services for the Barn additions are 99% complete.
- Design of the playground area is 95 % complete.
- JS Construction started phase 1 site construction on 1/27/2023.

- Selected Nix Construction to provide Construction Manager at Risk Services for Phase 2 and 3.
- Contract has been executed with Nix Construction for Construction Manager at Risk.
- **Next Steps**
  - Complete the architectural design of barn addition.
  - Continuing design of playground area.
  - Continuing construction of Phase 1 Site Development Infrastructure.
  - Work with Nix Construction moving forward to achieve a guaranteed maximum price.

#### **4. Miscellaneous Park Improvements**

- Per Town Council direction, staff ordered playground equipment for DuBois Park. Equipment is expected to arrive in July or August.
- Posted RFP Solicitation to install the DuBois playground equipment in June.
- **Next Steps**
  - Evaluate playground installation bids in July and submit them to Town Council for contract approval in August or September.
  - Begin preliminary design of FY 2024 park improvements in August.

### **TOWN FACILITIES AND MISCELLANEOUS PLANNING**

#### **1. Town of Bluffton Housing Projects**

- **Next Steps**
  - Provide financial assistance to joint venture partner for planning, design and permitting of Affordable/Workforce Housing at 1095 May River Road.

#### **2. Law Enforcement Center Facility Improvements**

- Clearing for the challenge course is complete.
- Grading and Sod in underway.
- **Next Steps**
  - Complete construction with The Greenery for the challenge course and expanded area for an impound lot and storage of Public Service maintenance equipment.

#### **3. Sarah Riley Hooks Cottage**

- Completed conceptual master plan concepts and building assessment. Presented plans to Town Council at the April Workshop for review and direction.
- Selected Meadors Inc to provide design services and construction documents for the restoration of the Sarah Riley Hooks Cottage.
- **Next Steps**
  - Execute design contracts with Meadors Inc. and complete construction documents for the Cottage in FY 2024.
  - Execute design contracts with JK Tiller and complete Site Development design in FY 2024.
  - Begin restoration construction of cottage in FY 2025.

**4. Ghost Roads**

- Surveying and easement exhibits are complete.
- Bridge Street Quit Claim Deeds are complete. Pritchard and Colcock Streets Quit Claim Deeds are 95% complete. Staff is currently working with Lawrence, Lawton, Green, Pope, Allen and Water Street property owners to obtain Quit Claim Deeds.
- Staff continue to meet with property owners to raise awareness of the acquisition efforts and communicate next steps and requested Council assistance.
- **Next Steps**
  - Obtain remaining Quit Claim Deeds for Historic District Sewer Phases 4-6 or initiate quiet title proceedings.

**5. Document Management**

- RFP contract was awarded in March 2022.
- Electronic Document Management system is live.
- Documents for 6 departments have been transitioned to DMS.
- **Next Steps:**
  - Historical documents for the remaining 8 departments will transition through FY 2026.

**6. Network Infrastructure**

- Replaced core switches at Town Hall and the Law Enforcement Center.
- Replaced two VMWare hosts for a more stable server environment.
- Migration of Munis and Energov systems to a hosted environment completed.
- Replaced phone system to a more modern system.
- **Next Steps:**
  - Replacing two more VMWare hosts.
  - Implementation of Executime to replace Intime.

## **WATERSHED MANAGEMENT**

1. **Stoney Creek/Palmetto Bluff Sewer Partnership**
  - 2022 updated cost-estimate for the project from BJWSA is \$7.2 million + contingencies. BJWSA has agreed to be the Project Manager.
  - Awarded the RIA SCIPP grant in support of Stoney Creek/Palmetto Bluff Sewer Extension with BJWSA and Beaufort County.
  - Met with partners to address BJWSA IGA concerns on 3/2/23. A draft 3-party Intergovernmental Agreement was discussed at a follow up meeting on 5/30/23.
  - **Next Steps**
    - Finalize 3-party IGA.
    - BJWSA to procure design engineer through existing MSAs.
2. **SC Department of Health and Environmental Control May River Shellfish Harvesting Monitoring Data Year-to-Date and May River Shellfish Harvesting Status Exhibit – *Attachments 1 and 1a***
3. **May River Watershed Action Plan Implementation Summary - *Attachment 2***
  - Staff continue to work with Water Environmental Consultants (WEC) to review continuous flow data from the Stoney Creek, Rose Dhu Creek, and Palmetto Bluff subwatersheds. WEC is reviewing continuous flow data in real time with the implementation of Turnkey telemetry systems. SonTek is addressing an error in system programming identified by WEC.
  - Staff conducted routine water quality sampling in the May River headwaters and Bluffton Historic District on 6/13/23. Fifty-four (54) fecal indicator bacteria and nutrient samples were collected.
4. **Municipal Separate Storm Sewer System (MS4) Program Update**
5. **MS4 Minimum Control Measure (MCM) - #1 Public Education and Outreach, and MS4 MCM - #2 Public Participation and Involvement**
  - The May River Watershed Action Plan Advisory Committee (WAPAC) was held on 6/22/23. ***Attachment 3***
  - Staff organized a presentation by Coastal Kingdom, a local educational nature show, to students from MC Riley who attended the May River Cleanup to talk about the various species of animals that live in Bluffton and how to protect them on 6/1/23. Staff attended the Stormwater Utility Board meeting on 6/14/23.
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***

- SC Department of Health and Environmental Control (SCDHEC) collects MST samples for the Town concurrently with their routine shellfish harvesting water quality sampling at stations 19-19, 19-19A, 19-19B, 19-19C, and 19-24. SCDHEC conducted sampling 6/20/23. MST results are pending.
  - Staff collected quarterly dry weather MS4 water quality samples on 5/31/23. Microbial Source Tracking (MST) samples are collected as a component of this program. The human genetic marker was detected, and quantifiable at one (1) Town of Bluffton monitoring site, MRR01, located in the Bluffton Cemetery stormwater drainage. Staff conducted septic system inspections off Buck Island Road and an IDDE investigation in the Jennifer Court and Red Cedar Street area. One (1) failing septic system was identified off Buck Island Road and additional MST samples were collected 6/07/23. The human genetic marker was detected and quantifiable at two (2) monitoring sites including the ditch behind Red Cedar Street (a separate drainage ditch from Buck Island Rd) and MRR01. Staff notified BJWSA of the results and they conducted a smoke test and infrastructure inspection off Red Cedar Street. No failures were identified outside of some cleanouts in need of repair. Staff conducted house-to-house inspections on properties off Red Cedar Street on 6/15/23.
  - 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 attended a Solutions for Effective Harmful Algal Bloom Monitoring webinar on 6/14/23.
  10. **MS4 MCM – #6 Good Housekeeping (Ditch, Drainage and Roadside Maintenance)**
    - Public Services performed weekly street sweeping on Calhoun Street, Highway 46, Bruin Road, May River Road, Pin Oak Street, and curbs and medians on Simmonsville and Buck Island Roads.
    - Performed ditch inspections.
      - Arrow ditch (2,569 LF)
      - Red Cedar ditch (966 LF)
      - Buck Island roadside ditch (15,926 LF)
      - Simmonsville roadside ditch (13,792 LF)
    - Ongoing roadside mowing, litter clean-up and maintenance of Masters' Way, McCracken Circle, Hampton Parkway, Buck Island and Simmonsville Roads, Goethe Road, Shults Road, Jason and Able Streets, Whispering Pine Road, May River Road and Eagles Field.
  11. **Citizen Drainage, Maintenance, and Inspections Concerns Map – Attachment 7**
  12. **Citizen Request for Watershed Management Services & Activities – Attachment 8**

**Attachments**

1. SCDHEC Shellfish Harvesting Monitoring Data Year-to-Date
  - a. SCDHEC May River Shellfish Harvesting Status Exhibit
2. Quarterly Update – May River Watershed Action Plan Implementation Summary\*
3. MS4 Minimum Control Measures #1 and #2 – WAPAC Public Notice
4. MS4 Minimum Control Measure #3 – Illicit Discharge Detection and Elimination
  - a. Stormwater Infrastructure Inventory Map
  - b. *E. coli* Concentrations Trend Map
  - c. Microbial Source Tracking Trend Map – Human Source
  - d. Microbial Source Tracking Map – All Sources
  - e. Illicit Discharge Investigations
5. MS4 Minimum Control Measure #4 – Construction Site Stormwater Runoff Control
6. MS4 Minimum Control Measure #5 – Stormwater Plan Review and Related Activity
7. Citizen Drainage, Maintenance and Inspections Concerns Map
8. Citizen Request for Watershed Management Services and Activities Map
9. CIP Master Project Schedules

\* Attachment noted above includes the latest updates in red.

	19-19				19-19A				19-19B				19-19C				19-24				19-16			
	2020	2021	2022	2023	2020	2021	2022	2023	2020	2021	2022	2023	2020	2021	2022	2023	2020	2021	2022	2023	2020	2021	2022	2023
	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	17.0	79.0	33.0		22.0	49.0	49.0		17.0	4.5	17.0		4.5	17.0	49.0		4.0	6.8	6.8		11.0	7.8	13.0	
November	70.0	33.0	33.0		31.0	33.0	13.0		17.0	7.8	7.8		13.0	4.0	4.5		13.0	4.5	6.1		4.5	2.0	13.0	
October	49.0	49.0	23.0		79.0	26.0	46.0		31.0	13.0	13.0		21.0	23.0	23.0		33.0	23.0	11.0		79.0	17.0	14.0	
September	110.0	33.0	540.0		49.0	11.0	350.0		49.0	17.0	350.0		33.0	13.0	170.0		33.0	2.0	79.0		33.0	11.0	33.0	
August	49.0	49.0	23.0		49.0	49.0	23.0		23.0	23.0	11.0		23.0	49.0	13.0		17.0	14.0	17.0		22.0	14.0	11.0	
July	33.0	350.0	920.0		13.0	64.0	49.0		23.0	79.0	95.0		7.8	33.0	130.0		7.8	33.0	23.0		17.0	13.0	46.0	
June	NS	49.0	13.0		NS	79.0	4.5		NS	13.0	11.0		NS	17.0	2.0		NS	22.0	1.8		NS	2.0	9.3	
May	70.0	2.0	4.5	23.0	49.0	49.0	4.5	33.0	23.0	23.0	4.0	17.0	22.0	23.0	1.8	13.0	6.8	23.0	1.8	33.0	4.5	7.8	2.0	21.0
April	33.0	33.0	4.5	170.0	33.0	23.0	4.5	130.0	13.0	22.0	1.8	110.0	6.8	17.0	2.0	70.0	13.0	7.8	1.8	NS	13.0	2.0	1.8	7.8
March	170.0	33.0	33.0	23.0	49.0	11.0	23.0	49.0	130.0	17.0	2.0	17.0	49.0	13.0	4.5	17.0	70.0	2.0	2.0	17.0	33.0	2.0	2.0	17.0
February	17.0	79.0	23.0	540.0	7.8	70.0	31.0	350.0	21.0	79.0	17.0	240.0	4.5	23.0	22.0	240.0	4.5	7.8	2.0	33.0	6.8	6.8	11.0	33.0
January	95.0	17.0	49.0	33.0	33.0	17.0	22.0	33.0	33.0	13.0	33.0	13.0	17.0	23.0	7.8	33.0	17.0	17.0	7.8	7.8	17.0	7.8	7.8	4.5
** Truncated GeoMetric Mean	34.0	36.0	40.0	40.0	21.0	26.0	28.0	32.0	16.0	18.0	18.0	18.0	12.0	15.0	14.0	17.0	10.0	10.0	9.0	9.0	9.0	8.0	9.0	8.0
** Truncated 90th Percentile	106.0	139.0	192.0	238.0	59.0	69.0	91.0	127.0	50.0	58.0	72.0	89.0	37.0	39.0	54.0	81.0	31.0	35.0	41.0	44.0	35.0	33.0	32.0	27.0

NS = No Sample

SCDHEC Regulatory Requirements:

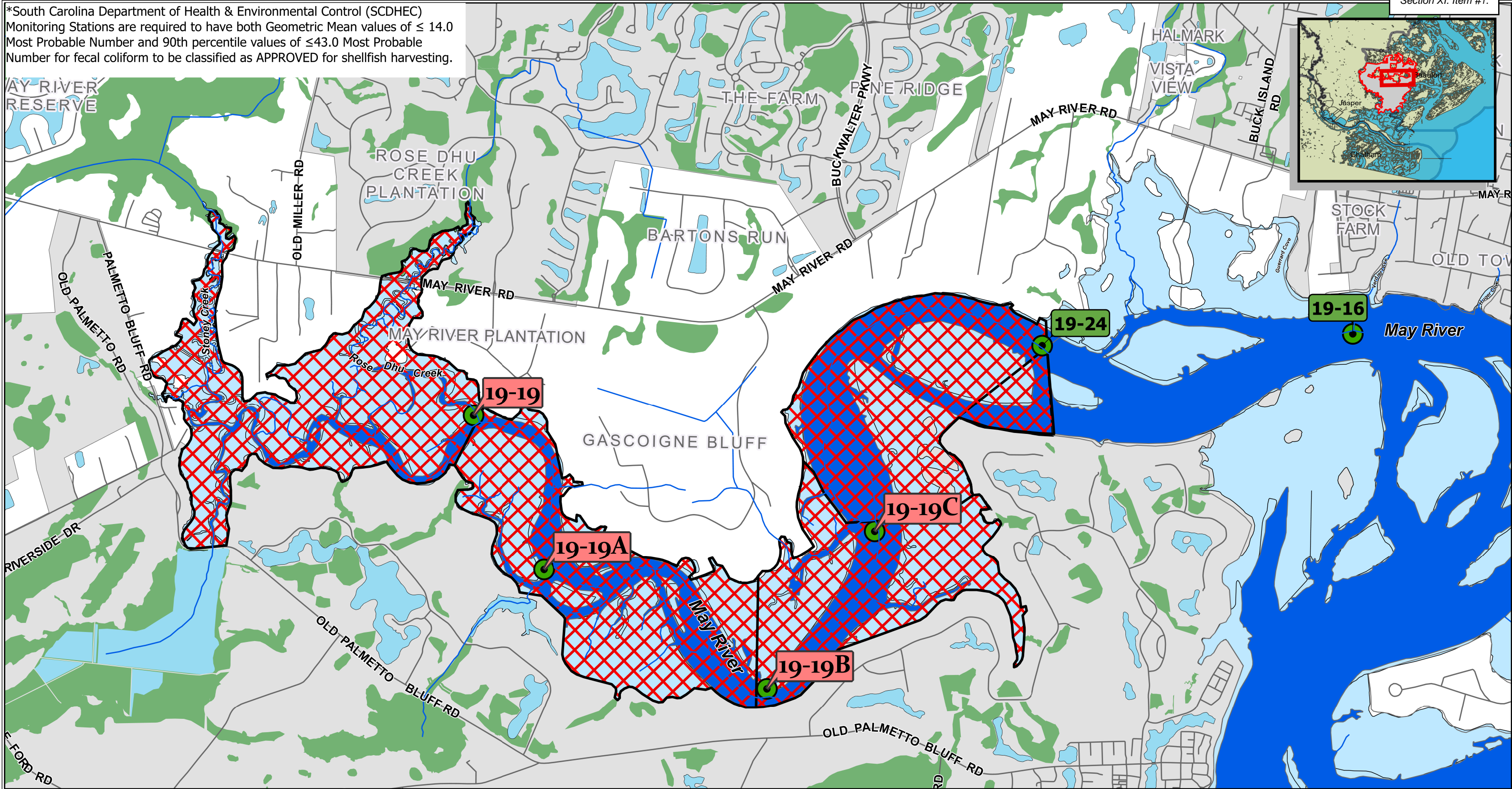
Geometric Mean ≤ 14

90th Percentile ≤ 43

\*\* Town staff calculations utilizing SCDHEC statistics

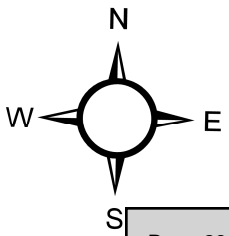
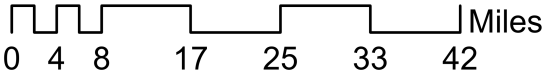


\*South Carolina Department of Health & Environmental Control (SCDHEC)  
Monitoring Stations are required to have both Geometric Mean values of  $\leq 14.0$   
Most Probable Number and 90th percentile values of  $\leq 43.0$  Most Probable  
Number for fecal coliform to be classified as APPROVED for shellfish harvesting.



- SCDHEC Shellfish Monitoring Stations
- Restricted 2022/2023 Shellfish Season
  - Open SCDHEC Shellfish Monitoring Stations
  - SCDHEC Shellfish Monitoring Station Classification Change
- Streets  
Drainage  
Town Jurisdiction  
County Jurisdiction  
Water  
Wetlands

Town of Bluffton  
Beaufort County, SC  
**SCDHEC SHELLFISH  
HARVESTING STATUS**



## May River Watershed Action Plan Advisory Committee (WAPAC) Presentation *May River Watershed Action Plan Update & Modeling Report* Quarterly Overview and Status

### Overview

- May River Watershed Action Plan Update & Modeling Report **completed** November 2020.
- Town Council Adoption of May River Watershed Action Plan Update as a Supporting Document to the Comprehensive Plan **completed** February 2021.
- May River Watershed Action Plan Update & Modeling Report Summary:
  - **Executive Summary** provides an overview of the project background, findings and interpretation, current state of knowledge concerning fecal coliform fate and transport, and an overview of proposed recommendations for the Town.
  - **1.0 Introduction** includes more detailed project background including the purpose of the document and the Project Team's tasks to 1) develop water quality models to compare current conditions (2018) to pre-shellfish impairment conditions (2002) to develop pollutant load reduction estimates, and 2) evaluate 2011 Action Plan BMPs for appropriateness under current conditions and provide up to eleven (11) alternative projects and preliminary cost estimates.
  - **2.0 Model Setup; 3.0 Model Calibration, and 4.0 Water Quality Model Results** details the methodology used by the Project Team to establish and calibrate the models and the model outputs. This highly technical information is necessary for future Water Quality (WQ) Model calibration and use for consistency.
  - **5.0 Recommendations** includes strategies to improve the Town's monitoring efforts to calibrate the WQ Model further (§5.1), strategies and BMPs for bacteria reduction (§5.2), an evaluation of 2011 Action Plan BMP projects (§5.3), and methodology used to develop 2020 Action Plan Update recommended projects (four septic to sewer conversion projects and eleven stormwater BMP retrofit projects) with cost-estimates and ranking/prioritization (§5.4).
  - **6.0 Conclusions** offers a summary of the WQ Model results in context of current state of knowledge.
  - **7.0 References** documents the prior research findings used to inform recommendations.
  - **Appendices** reference supporting materials:
    - Montie et al. (2019) "Technical Report: Historical Analysis of Water quality, Climate Change Endpoints, and Monitoring in Natural Resources in the May River,"
    - Technical Memo from Dr. Rachel Noble,
    - Watershed Treatment Model Spreadsheets, and
    - *Detailed Project Cost Estimate Spreadsheets.*

## MRWAP 2020 Update Septic to Sewer Project Recommendations/Evaluations:

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

### **Work Performed and Current Status as of August 25, 2022 Meeting**

Discussions with the Town, Beaufort County and BJWSA have been held about future Septic to Sewer Program projects identified above. Stoney Creek Septic to Sewer Project has been identified as the next priority project to pursue under the Septic to Sewer Program.

1. The Town and Beaufort County are finalizing Funding and Cost share elements relative to the project and a letter to BJWSA will be developed and sent to BJWSA regarding project funding, capital outlay and schedule for implementation.

### **Update for WAPAC February 23, 2023 Meeting:**

The Town, Beaufort County and BJWSA continue to work on details to draft a proposed Inter-Governmental Agreement (IGA) to be presented to each respective approving authority for review, finalization, and approval. It is anticipated that this process is months away from final approval/adoption of the respective parties.

## MRWAP Update Eleven Impervious Restoration (stormwater retrofit) Project Recommendations/Evaluations:

- Eleven (11) project sites (incorporating various individual BMPs) were selected in consultation with the Town (prioritizing subcatchments with FC bacteria hotspot and/or large impervious areas). These sites were evaluated in terms of the potential benefits gained by retrofitting to meet the 95th percentile storm retention, to the maximum extent possible, under the proposed Impervious Area Restoration/Stormwater Retrofit Program.

Eleven (11) proposed project sites Rose Dhu Creek (6 projects) and Stoney Creek (5 projects):

- Bluffton Early Learning Center (BELC)
- Boys and Girls Club of Bluffton (BGC)
- Benton House (BH)
- Bluffton High School (BHS)
- Buckwalter Recreation Center (BRC)



- Lowcountry Community Church (LCC)
- McCracken Middle School/Bluffton Elementary School (MMSBES)
- May River High School
- One Hampton Lake Apartments (OHLA)
- Pritchardville Elementary School (PES)
- Palmetto Pointe Townes (PPT)
- Based on WQ Model outputs, these projects alone may potentially reduce FC loading by
  - $2.99 \times 10^{14}$  FC reduction for the Full SWRv (entire sub-basin drainage area catchment).
  - $2.53 \times 10^{14}$  FC reduction for the Reduced SWRv projects (impervious area drainage area of sub-basin catchment).
- The estimated of Full SWRv projects costs is \$32.7 million and the estimated cost of Reduced SWRv projects is \$22.6 million.
- Currently the Towns' Impervious Restoration Program is targeting Reduced SWRv for future projects.

**Example** of Impervious Restoration Project evaluation from May River Watershed Action Plan Update & Modeling Report:

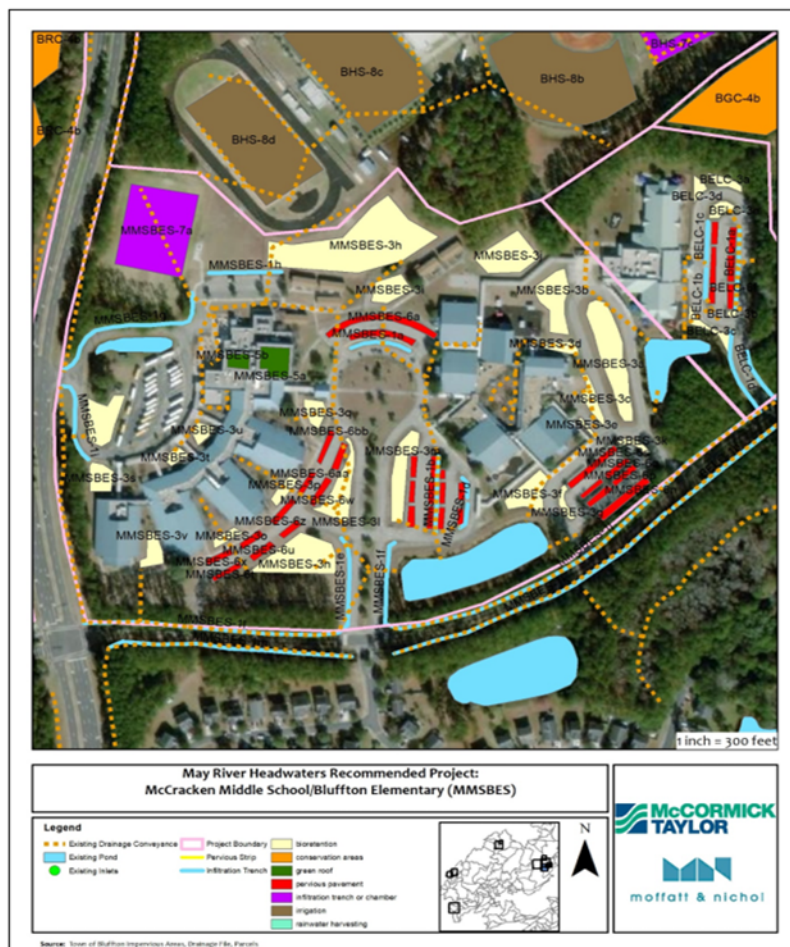


Figure 52. McCracken Middle School/Bluffton Elementary School Proposed Stormwater BMP Retrofits

## Work Performed and Current Status as of August 25, 2022 Meeting

### Update for WAPAC February 23, 2023 Meeting:

- Drafted a detailed scope of work for Engineering Consultant Firm review and cost proposal (Expression of Interest) regarding performance of the following work elements related to MRWAP Update recommendations for implementation:

#### **Task 1 : MRWAP Update 11 site locations**

Eleven (11) proposed project sites Rose Dhu Creek (6 projects) and Stoney Creek (5 projects):

**Yellow** highlight indicates geotechnical evaluations complete.

- **Bluffton Early Learning Center (BELC). Participating in preliminary design development phase.**
- **Boys and Girls Club of Bluffton (BGC). Participating in preliminary design development phase.**
- **Benton House (BH). Participating in preliminary design development phase.**
- **Bluffton High School (BHS). Participating in preliminary design development phase.**
- **Buckwalter Recreation Center (BRC). Participating in preliminary design development phase.**
- **Lowcountry Community Church (LCC). Declined to Participate.**
- **McCracken Middle School/Bluffton Elementary School (MMSBES). Participating in preliminary design development phase.**
- **May River High School. Participating in preliminary design development phase.**
- **One Hampton Lake Apartments (OHLA). Participating in preliminary design development phase.**
- **Pritchardville Elementary School (PES). Participating in preliminary design development phase.**
- **Palmetto Pointe Townes (PPT). Declined to Participate.**
- Evaluate 11 sites and proposed BMPs. **Complete.**
- Update concept plans for 11 sites based on site evaluations, recommendations and discussions. **Complete.**
- Perform geotechnical evaluations at each site at locations related to BMP locations of updated concept plans. **Completed for the 5 school sites.** Geotechnical evaluations for the remaining 4 participating partner sites are being schedule based on recent property owner participation status being known/confirmed.
- Refine updated concepts and use for presentations to Property Owner to discuss Impervious Restoration Program goals, objectives and gain support for Program and their participation.
  - Developpe list of “incentives” to secure Property Owner participation (see Policy Document Formulation below).

- Based on geotechnical information and Property Owner feedback further refine concept plans to Preliminary Design:
  - Determine BMP types and location to maximize SWRV/WQ treatment in cost effective approach.
  - Determine estimated pollutant load reductions.
  - Develop site specific BMP details.
  - Develop preliminary BMP maintenance schedule and cost for each site.
- Preliminary Design development plans will be presented to the Property Owner for review and discussion. Other Restoration Program details (maintenance responsibilities, easements, incentives, etc.) developed as part of the Program (see Policy Document Formulation below) will also be discussed in hopes of establishing a commitment from the Property Owner to participate in the Program. Once a “commitment” is secured from the Property Owner, the project site will be moved to Final design, permitting, and ultimately construction.

**Task 2:** Identify 15 new project sites for Town of Bluffton Impervious Restoration/BMP Retrofit Projects.

- The Town wishes to identify an additional 15 project sites located within the municipal limits of Bluffton for the Impervious Restoration/BMP Retrofit Program. However, the criteria for site selection will be considered to be more “low hanging fruit” based on the following:
  - Within Town of Bluffton Municipal limits.
  - Soils – sandy soils with high infiltration rates offer the biggest bang for the buck for water quality treatment/improvement. Utilizing soil survey and other information target sites where infiltration can be maximized on-site.
  - Public or governmental agency land/property owner (not SCDOT RoW).

**Update for WAPAC February 23, 2023 Meeting:**

Desktop analysis and field work performed to develop a list of 45 sites that potentially meet the criteria above. This list of potential sites is under review/evaluation.

## **Town of Bluffton Impervious Restoration/BMP Retrofit Policy Documents.**

**Task 3:** Section 5.4.4. Stormwater BMP Retrofit Projects of the May River Watershed Action Plan Update and Model Report identifies potential Impervious Restoration/BMP Retrofit projects located on Public and Private Land. As mentioned earlier, one of the primary site selection criteria, at time of report development, was to identify sites with large impervious areas so that pollutant load reductions could be estimated and the benefits of such projects on stormwater quality quantified/estimated, if implemented into construction. Generally, Public Funds are not expended to improve private property nor is Town of Bluffton funding generally expended on Public Land owned by another government entity. In order for such projects identified in Section 5.4.4. to move forward in the interest of improved water quality and for the overall

benefit and welfare of the constituents of the Town of Bluffton, Policy Documents need to be formulated that establishes the parameters of such a Program to be initiated and implemented.

**Work Performed and Current Status as of August 25, 2022 Meeting**

- The Expression of Interest was submitted to 3 consultant firms under existing Master Service Agreements with the Town for review and a request for response.
- All 3 Firms responded and their respective responses were evaluated, scored and discussed internally.
- A recommendation for Award was made and the Consulting Firm of Goodwyn, Mills and Cawood selected.
  1. Phase I of this work is in process under existing FY 22 funding from Watershed Management Division.
  2. Phase II of this work will be presented for Town Council review and approval in the August Town Council Meeting and FY23 funding.

**Update for WAPAC February 23, 2023 Meeting:**

Phase II work was approved by Town Council and work has been initiated and reported herein.

- Phase I work completed by Consultant and Town:
  1. Review of recommendations of the MRWAP Update.
  2. On-site evaluations at each proposed site.
  3. Meetings with Beaufort County School District.
    - 6 of the 11 sites are located on School property. The School District is deemed an important project partner and as such several meeting have been help to discuss the program and need for project BMPs to improve water quality. The School District has granted permission for us to perform initial site investigations, provided site specific plan information, future development plans on each site and expressed a willingness to participate in the Program.
    - Drafted a Letter to Non-School Property Owners describing the Impervious Restoration Program goals and objectives and requesting a meeting to discuss and gain support.
  4. Policy Document Formulation has been initiated and includes research of similar Programs Nationwide.

**Update for WAPAC February 23, 2023 Meeting:**

2 DRAFT Policy Documents have been submitted for review and comment. Comments are being evaluated and addressed by consultant and an update DRAFT Policy Document is expected by April 2023.

**Other, Related MRWAP Update Recommendations**

- Adopt proposed regional Southern Lowcountry Post Construction Stormwater Ordinance and Design Manual - complete September 2021.
- The Town should incorporate volume reduction BMPs (those that encourage infiltration) within existing and future CIP projects to the maximum extent practical, especially for project locations with well-drained soils (HSG A or B) – in progress, see below.

- **Work Performed and Current Status as of August 25, 2022 Meeting**
  - Bridge Street Streetscape Project
    - Project design/permitting is complete, and Construction Contract has been awarded.
    - Incorporated Infiltration BMPs within the project to capture and treat 1.95" of rainfall over impervious surfaces within the project area, prior to discharge into the May River.
    - Received Section 319 Grant from DHEC to cost-share cost of construction of proposed BMPs.

**Update for WAPAC February 23, 2023 Meeting**  
Construction was initiated by JS Construction in early December 2022. Construction considered 65% complete.
  - Pritchard Street Drainage Improvement Project
    - Project in Design Phase and considered 30% complete.
    - Incorporated Infiltration BMPs within the project to capture and treat 1.95" of rainfall over impervious surfaces within the project area, prior to discharge into Heyward Cove.
    - Submitted Section 319 Grant proposal to DHEC to cost-share cost of construction of proposed BMPs. Pre-proposal was accepted, and Full Proposal was requested by DHEC. Under Review.

**Update for WAPAC February 23, 2023 Meeting**

    - 70% design plan submitted, reviewed and comments presented to consultant.
    - 319 Grant was awarded by DHEC to the Town.
- In-House Microbial Source Tracking – **in progress**, see below
  - The Town entered a Memorandum of Understanding (MOU) with the University of South Carolina Beaufort (USCB) in July 2021 to establish and fund a regional Microbial Source Tracking (MST) laboratory capable of accepting environmental water quality samples.
  - Analytical services are provided by the USCB-MST laboratory for all environmental samples collected by the Town.
  - **Update for WAPAC February 23, 2023 Meeting** Staff has collected additional fecal samples needed for dog, bird, and deer. The USCB-MST Laboratory is conducting the assessment on additional fecal samples and Dr. Pettay will provide a final report to the Town once all fecal markers in regional watersheds have been analyzed.
- Future (new) Bacteria Monitoring Locations - **in progress**, see below
  - Staff increased sampling frequency and implemented additional monitoring sites and parameters in the May River headwaters based upon recommendations in the 2020 May River Watershed Action Plan Update and Model Report.
  - **Update for WAPAC February 23, 2023 Meeting** Staff is collecting intermittent flow data at SonTek IQ sites in conjunction with grab FIB samples.
  - **Update for WAPAC February 23, 2023 Meeting** Staff is working with the consultant to identify recommended strategies for intermittent flow data collection and a review of the Town's FIB grab sample schedule.



- Future (new) Water Flow Monitoring Locations.
  - **Work Performed and Current Status as of August 25, 2022 Meeting**
    - The MRWAP Update included recommendations for the Town to perform certain rainfall and flow data measurements in May River Headwater Watersheds in order to “calibrate” and make more accurate Model predictions. These recommendations were evaluated and a game plan to address recommendations to calibrate model developed.
      - Utilizing existing flow and rainfall data collected over past years with rain gauges, IQ Plus and Sontek measuring instruments in Stoney Creek, Rose Dhu Creek, Palmetto Bluff, Duck Pond and Heyward Cove, the Town hired a consultant to review the data and determine:
        - Useful data obtained to gain the required information to calibrate model.
          - The data obtained from Stoney Creek and Heyward Cove was deemed sufficient for Model calibration and Final report for this work is in process.
          - Duck Pond was deemed inconsequential, not needed due to drainage area size and proximity/outfall to tidal waters.

**Update for WAPAC February 23, 2023 Meeting**

- Consultant Final Report delivered, and Model Calibration Data for Stoney Creek and Heyward Cove identified.
- If data review resulted in insufficient data, develop a monitoring program that would produce the data needed.
  - Rose Dhu Creek and Palmetto Bluff flow data review resulted in data that was insufficient to calibrate Model.
  - Final report identifying recommended strategies to gain required data is in process.
  - Potential purchase of telemetry stations to equip continuous flow monitoring stations with real-time data access.

**Update for WAPAC February 23, 2023 Meeting**

- Final Report delivered. Based on recommendations of data and process needed, staff has procured needed telemetry station equipment and has hired a consultant to assist in getting the intermittent and continuous flow data and producing a Final Report. The field work installation of equipment is being scheduled. Once installed and operational, data collection will last 6 months.



## May River Watershed Action Plan Advisory Committee Meeting

Thursday, June 22, 2023 at 3:00 PM

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

### AGENDA

- I. **CALL TO ORDER**
- II. **ROLL CALL AND CONFIRMATION OF QUORUM**
- III. **ADOPTION OF THE AGENDA**
- IV. **ADOPTION OF MINUTES - May 25, 2023 Minutes**
- V. **PUBLIC COMMENTS**
- VI. **OLD BUSINESS**
  - 1. WAPAC Strategic Plan Priority Three (3) - Evaluate the regulatory framework to codify that each development permit does not surpass the 10% impervious surface "rule" in the Unified Development Ordinance stormwater regulations - Beth Lewis, Water Quality Program Administrator
  - 2. Year in Review - Status of WAPAC FY23-24 Strategic Plan Priorities – Beth Lewis, Water Quality Program Administrator
  - 3. Evaluation of the New 3:00pm Meeting Time - Beth Lewis, Water Quality Program Administrator
- VII. **NEW BUSINESS**
  - No New Business**
- VIII. **DISCUSSION**
- IX. **ADJOURNMENT**

**NEXT MEETING DATE: THURSDAY, JULY 27, 2023**

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*"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*

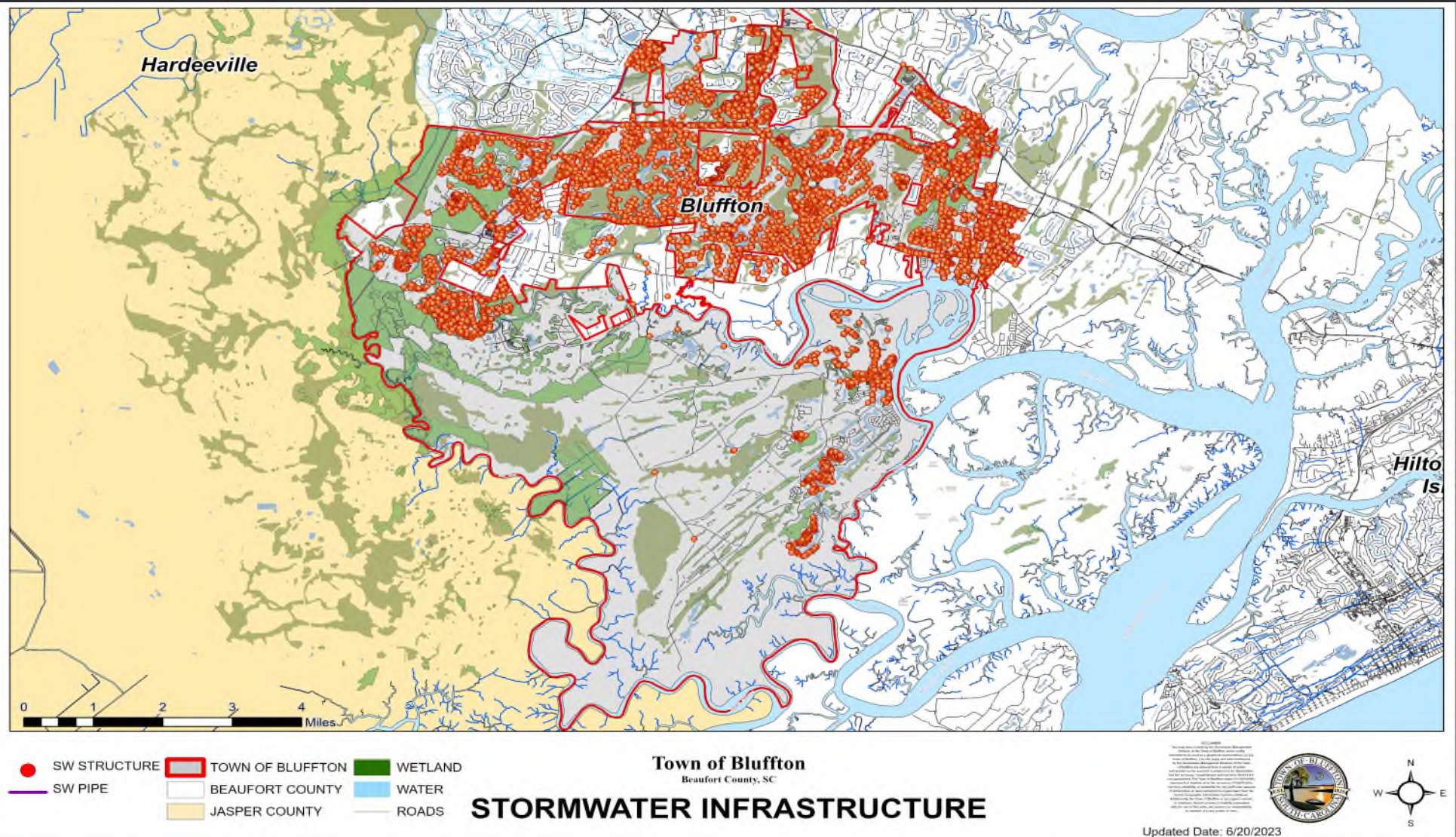
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*compatible. Auditory accommodations are available. Any person requiring further accommodation should contact the Town of Bluffton ADA Coordinator at 843.706.4500 or [adacoordinator@townofbluffton.com](mailto:adacoordinator@townofbluffton.com) as soon 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 is limited to 3 minutes per speaker.*



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

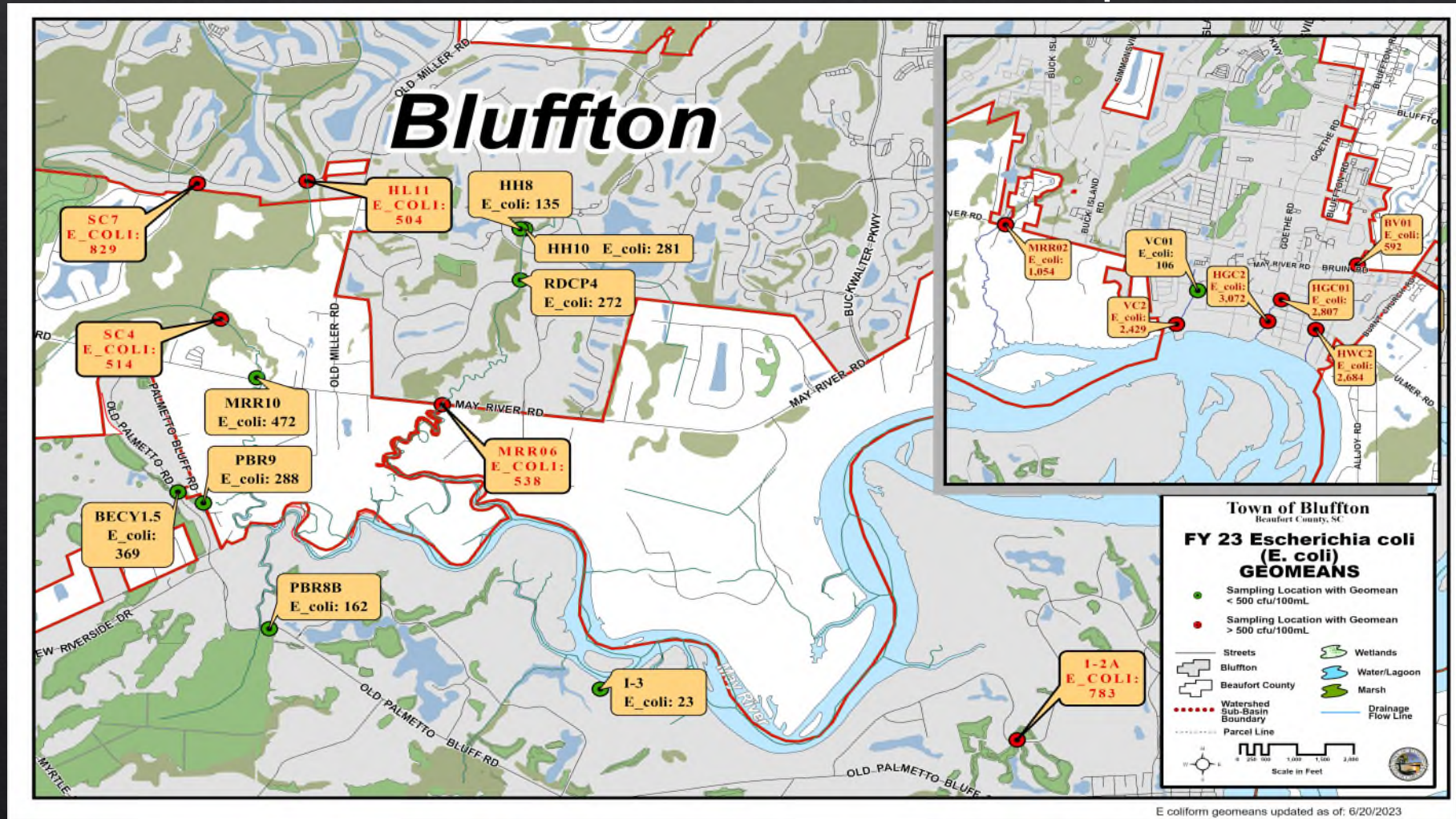


## Stormwater Infrastructure Inventory Collection Status

Collection Totals	16,657
FY 2023 YTD Collection Totals	2,341
FY 2022 Collection Totals	2,705



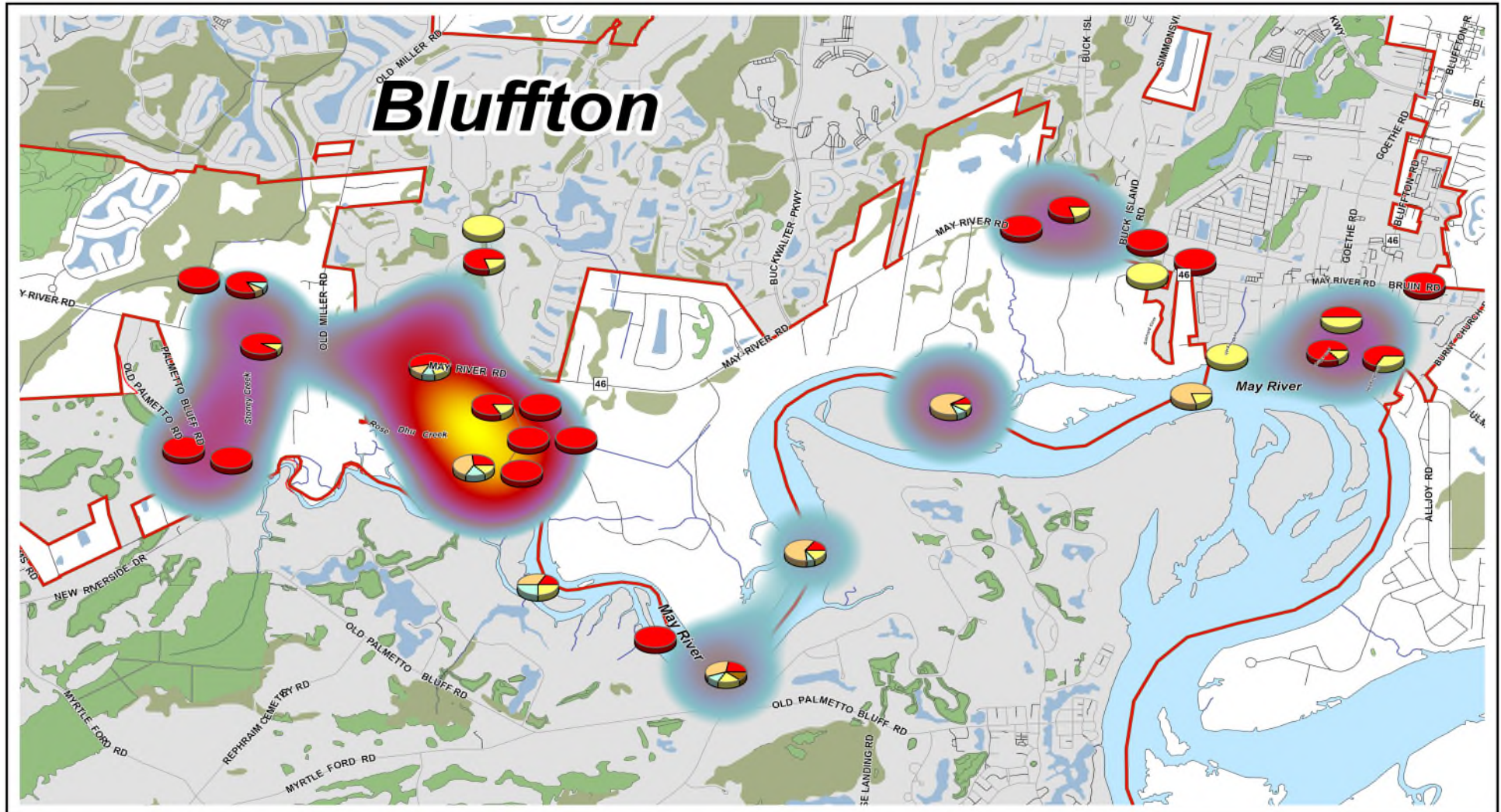
# MS4 Minimum Control Measure #3 – IDDE: *E. coli* Concentrations Trend Map



	USCB Water Quality Samples	Microbial Source Tracking Samples	MS4 Quarterly Samples Collected
FY 2023 YTD Totals	584	108	108
FY 2022 Totals	447	78	119
FY 2021 Totals	380	115	179



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



MST Sampling Results



- Human
- Bird
- Deer
- Dog
- Horse

MST Sampling Sites

Intensity of samples

- Representative of Low Sampling Distribution
- Representative of High Sampling Distribution

## MICROBIAL SOURCE TRACKING (MST) LOCATIONS

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

Town of Bluffton  
Beaufort County, SC

- Town Jurisdiction
- Beaufort County
- Drainage Flow Lines

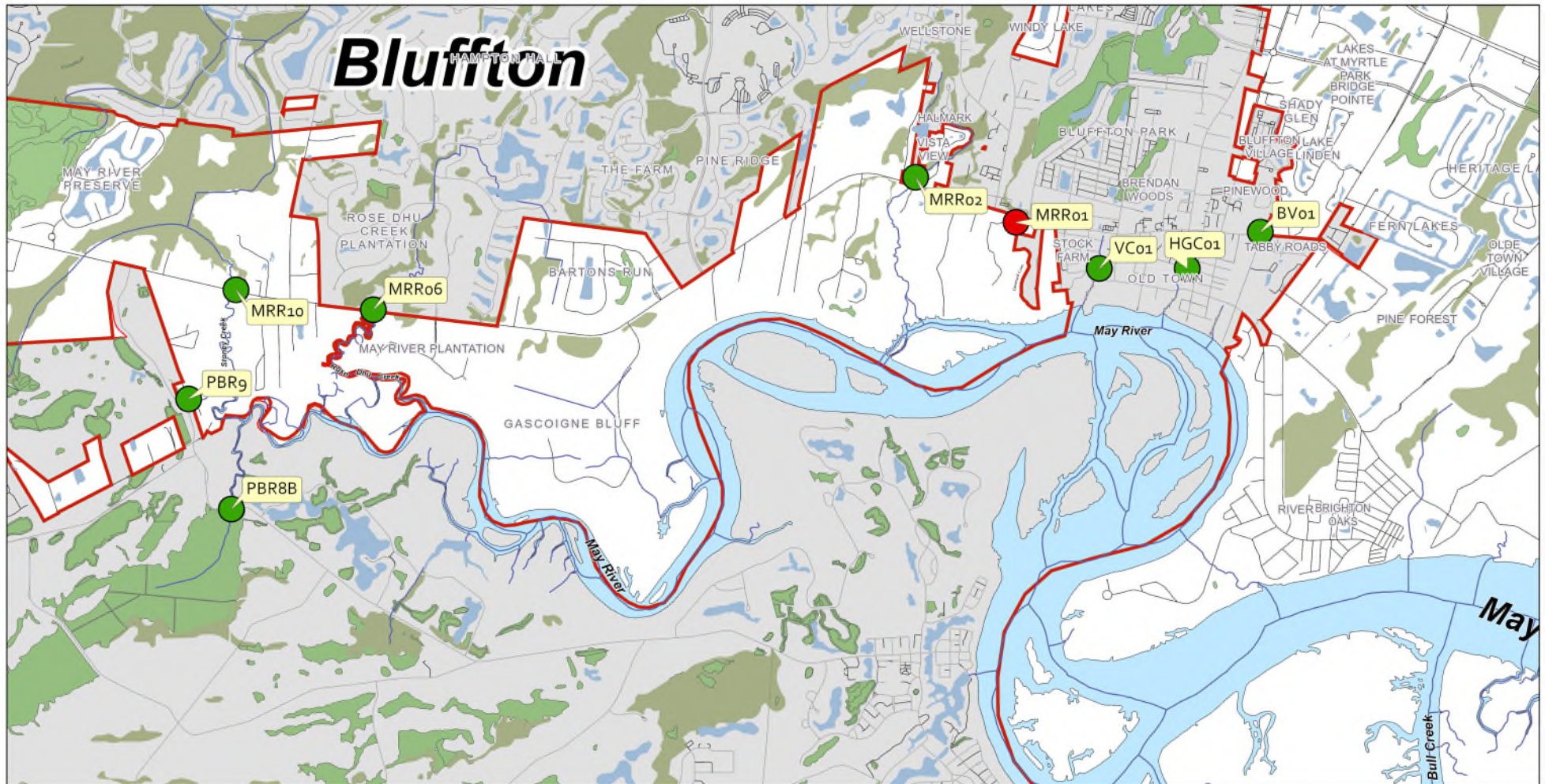


Updated Date: 6/20

Page 244



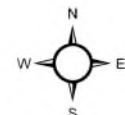
# MS4 Minimum Control Measure #3 – IDDE: Microbial Source Tracking (MST) Map – Human Sources



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

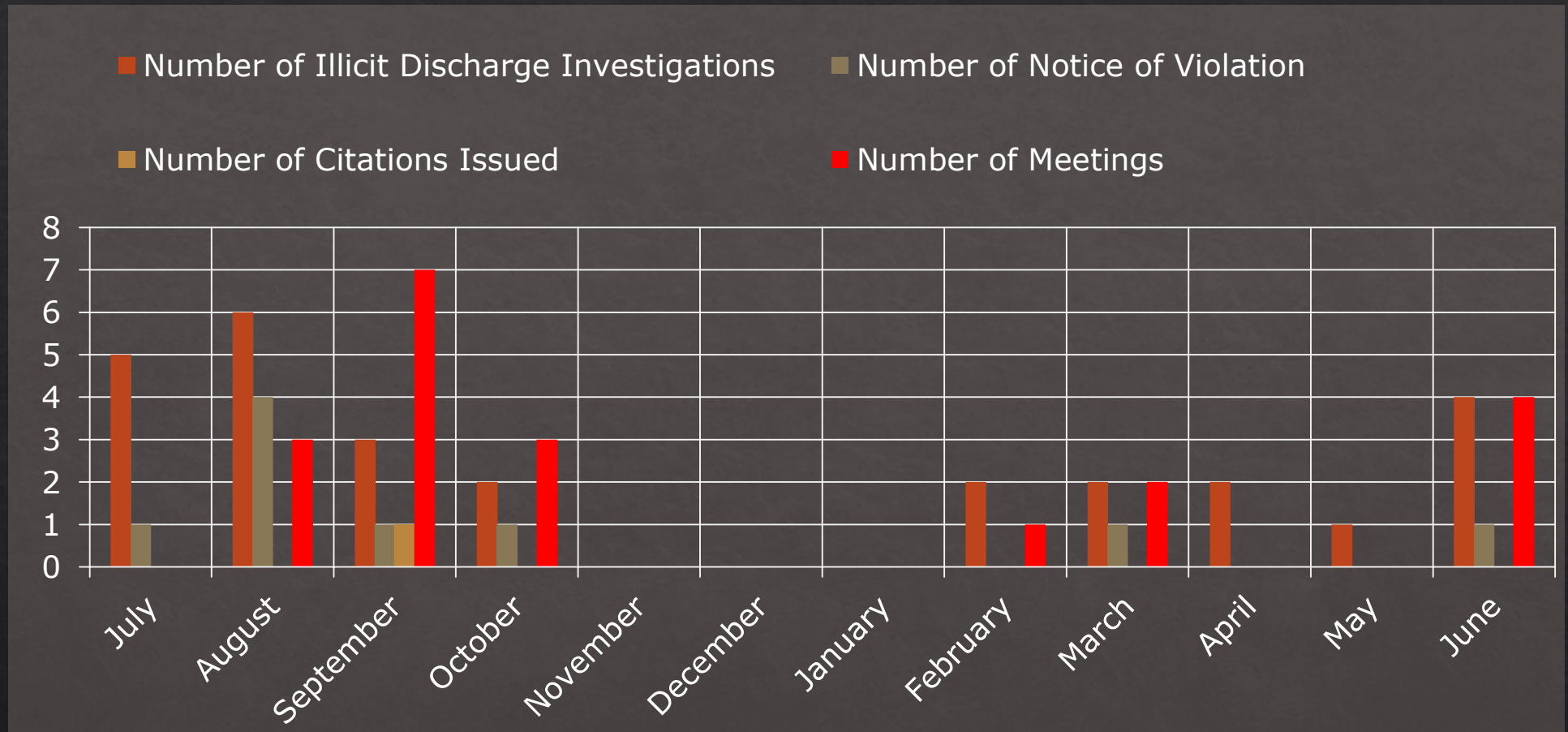
## MICROBIAL SOURCE TRACKING LOCATIONS Sampling Results May 2023

Town of Bluffton  
Beaufort County, SC





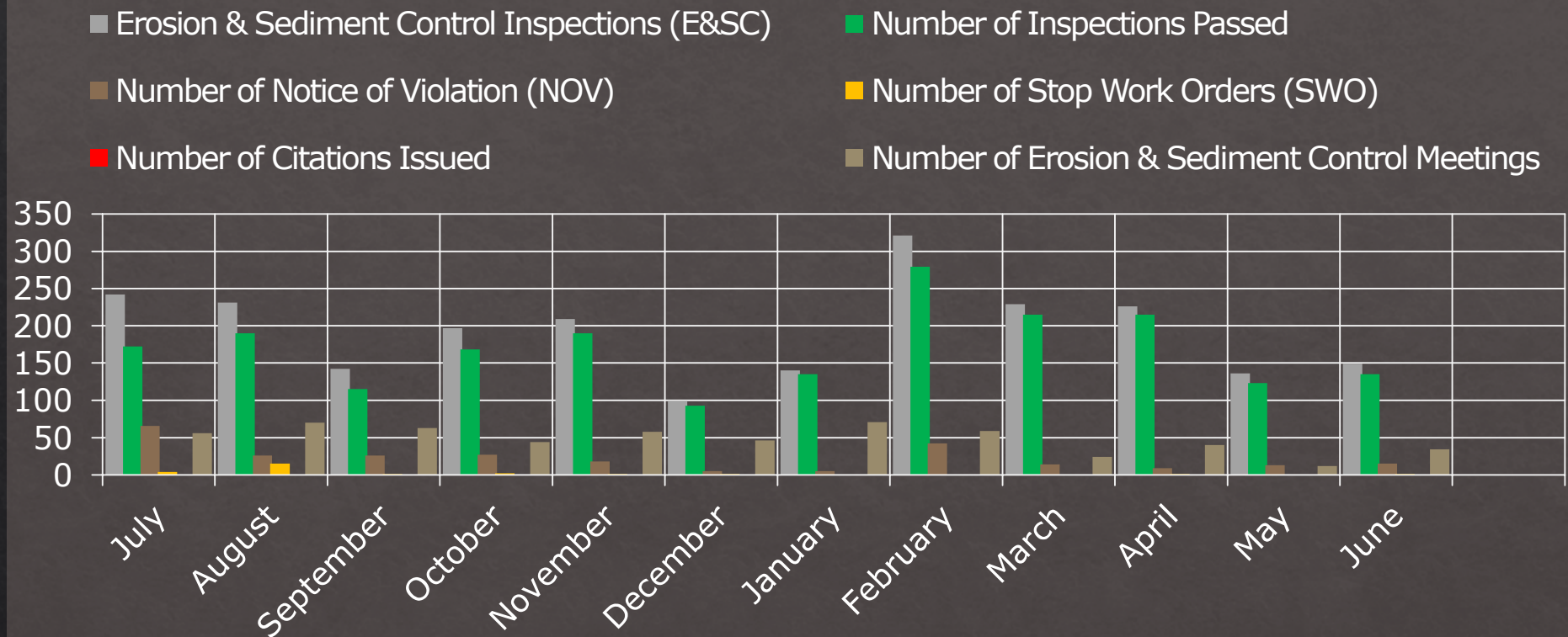
# MS4 Minimum Control Measure #3 – IDDE: Illicit Discharge Investigations



	Number of Illicit Discharge Investigations	Number of Notices of Violation Issued	Number of Citations Issued	Number of Meetings
FY 2023 YTD Totals	27	89	1	20
FY 2022 Totals	30	5	3	17
FY 2021 Totals	36	11	1	29



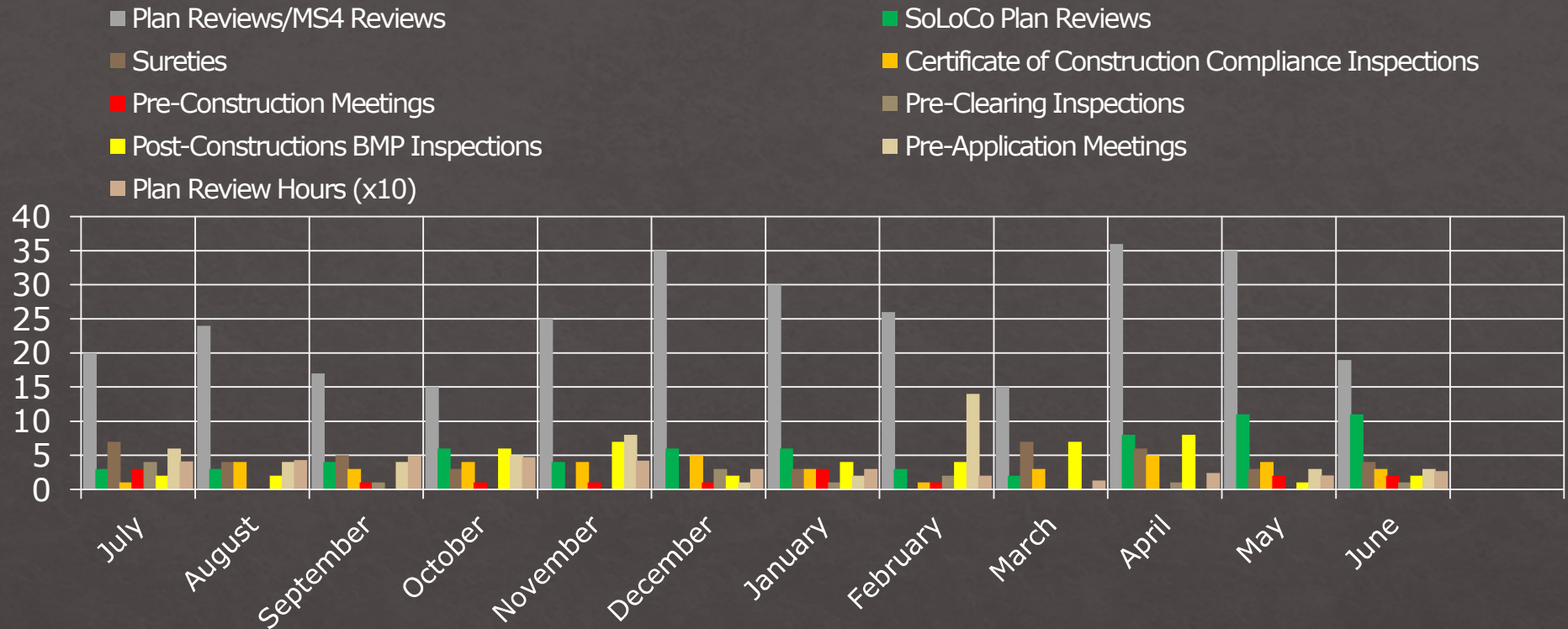
## MS4 Minimum Control Measure #4 - Construction Site Stormwater Runoff Control



	Number of Sediment & Erosion Control Inspections	Number of Inspections Passed	Number of NOV's Issued	Number of SWO Issued	Number of Citations Issued	Number of E&SC Meetings
FY 23 YTD Totals	2,321	2,030	266	26	0	577
FY 2022 Totals	3,127	2,701	392	49	0	673
FY 2021 Totals	1,805	1,527	267	32	4	413

## MS4 Minimum Control Measure #5

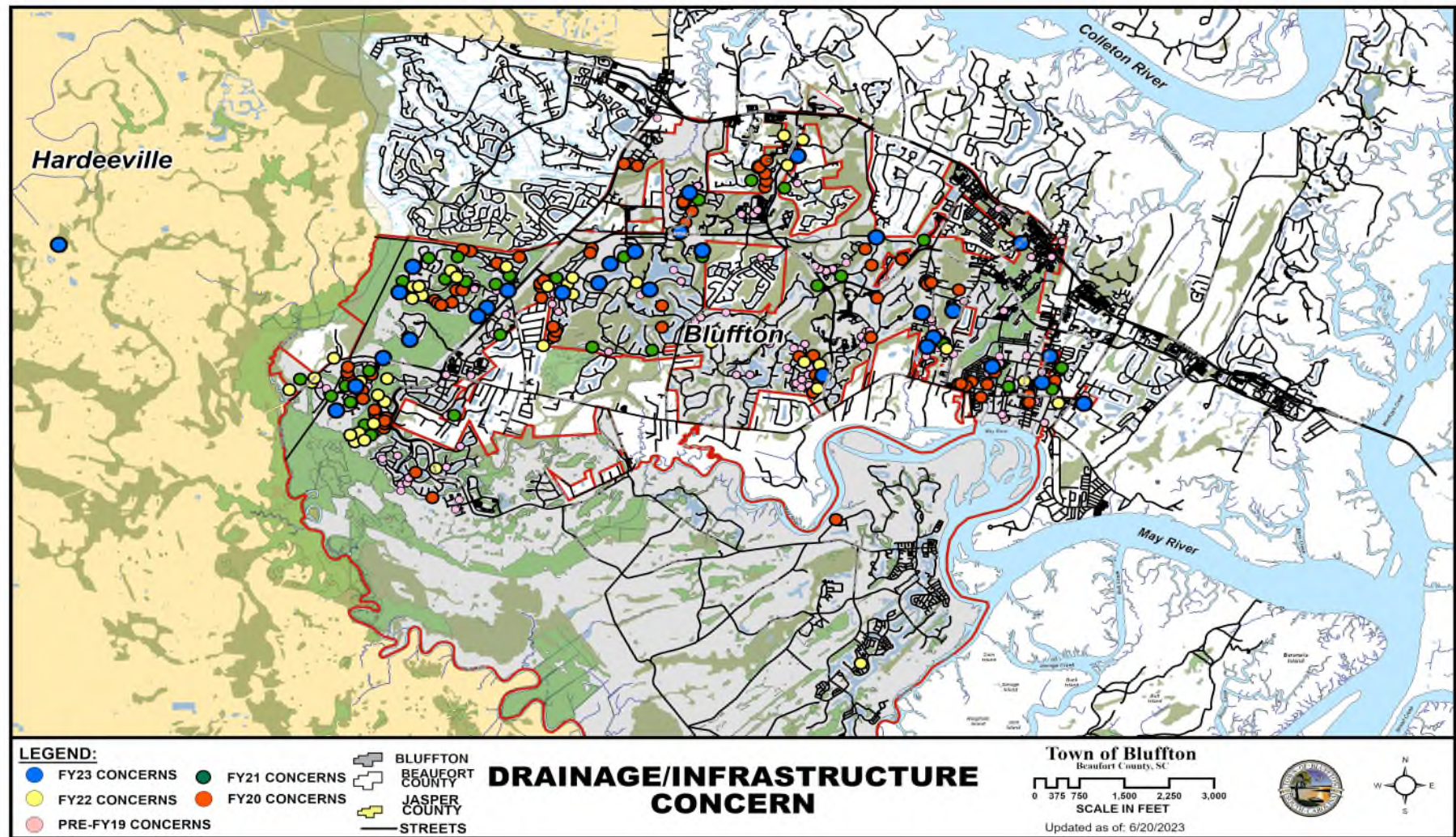
### Stormwater Plan Review & Related Activity



	Plan Reviews MS4 Reviews	SoLoCo Plan Reviews	Sureties	CCC Inspections	Pre-Construction Meetings	Pre-Clearing Inspections	Post Construction BMP Inspections	Pre-Application Meetings	Total Plan Review Hours
FY 2023 YTD	297	67	42	40	15	13	45	50	386 Hrs.
FY 2022 Totals	231	13	42	26	30	23	44	26	454 Hrs.
FY 2021 Totals	186	0	61	55	24	24	22	41	789 Hrs.



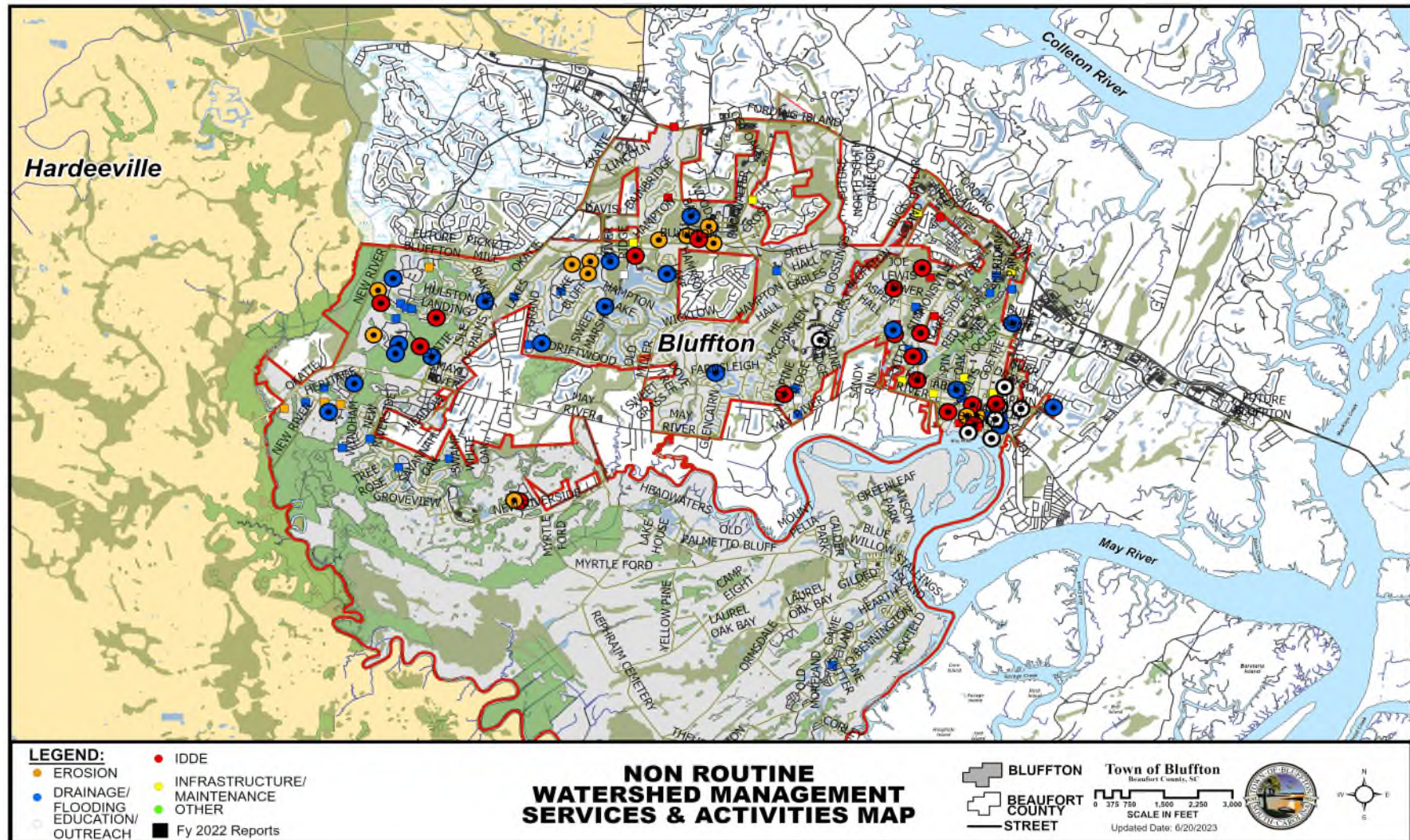
# Citizen Drainage, Maintenance and Inspections Concerns Map



	Number of Drainage Concerns Investigated	Number of Meetings
FY 2023 YTD Totals	61	52
FY 2022 Totals	38	34
FY 2021 Totals	45	39



# Citizen Request for Watershed Mngt. Services & Activities Map



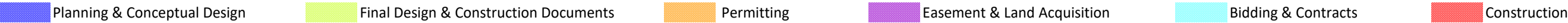
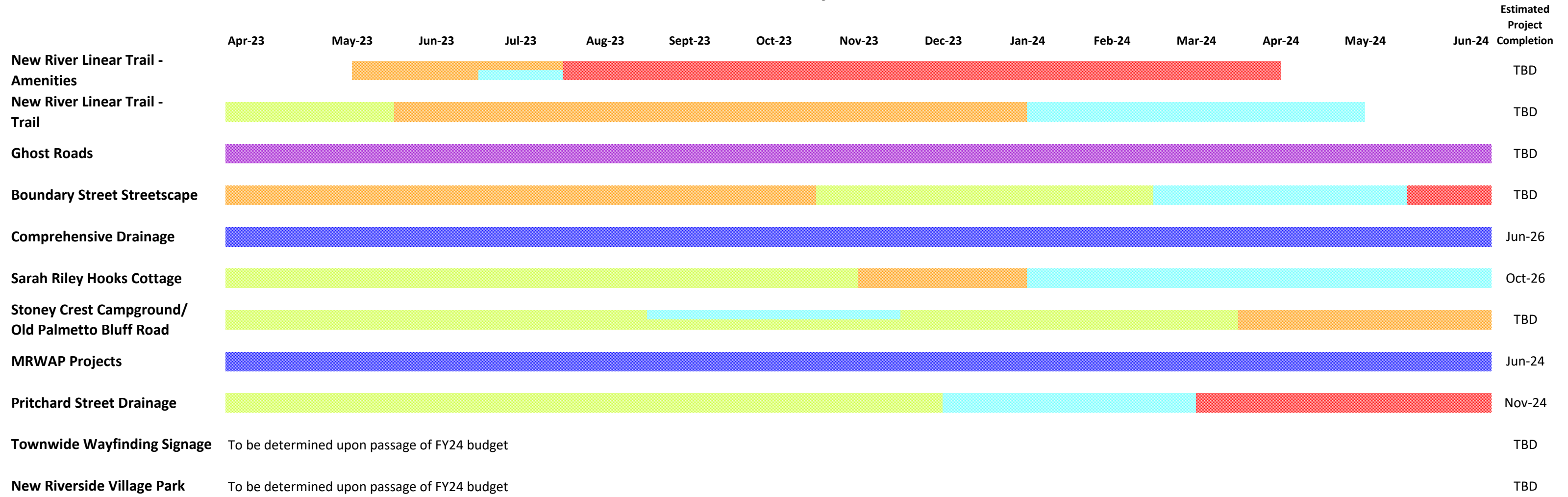
	Number of Citizen Requests Investigated	Number of Meetings
FY 2023 YTD Totals	46	23
FY 2022 Totals	33	21
FY 2021 Totals	46	36

FY24 CIP Master Project Schedule





FY24 CIP Master Project Schedule



\*SUBJECT TO CHANGE\*

## TOWN COUNCIL

## STAFF REPORT

## Public Services Department



<b>MEETING DATE:</b>	July 11, 2023
<b>SUBJECT:</b>	Public Services Department Monthly Report
<b>DIRECTOR:</b>	Derrick Coaxum, Director of Public Services

**PUBLIC SERVICES UPDATE**

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



**4. PREPPING FOR SPECIAL AND CIVIC EVENTS**

**5. BEAUTIFICATION PROGRAM**

- **Butterfly Garden at Oyster Factory Park Maintenance** - ongoing routine
- **Planters Maintenance** - ongoing routine
- **Banners** – Seasonal
- **Contractor Coordination** – Annual tree trimming

**6. ATTACHMENTS**

- **Public Services Monthly Cost Report** – Attachment 1
- **Beautification Committee Agenda** – Attachment 2

**Public Services Monthly Cost Reports - MAY 2023***(Cost Includes Labor and Equipment)*

<b>FACILITIES</b>	<b>COST</b>
Garvin House	\$0.00
Don Ryan Center	\$0.00
Law Enforcement Center	\$4,734.56
Police Substation	\$424.56
Public Services	\$898.94
Rotary Community Center	\$3.00
Town Hall	\$3,215.16
Watershed Management	\$1,588.21
Oyster Factory Dock	\$0.00
10 Acres Lot	\$159.87
Sarah Reilly Home	\$845.78
<b>TOTAL COST</b>	<b>\$11,870.08</b>

<b>PARKS</b>	<b>COST</b>
Buckwalter Place Park	\$2,694.25
Dubois Park	\$1,785.85
Martin Family Park	\$1,398.74
May River Rd Pocket Park	\$101.25
New Riverside Trail Head Park	\$855.62
Oscar Frazier Park	\$2,065.36
Oyster Factory Park	\$2,495.47
Pritchard Pocket Park	\$159.68
Wright Family Park	\$2,741.89
Herbkersman Plaza	\$1,169.23
Evicore Park	\$2,213.65
New Riverside Barn Property	\$0.00
<b>TOTAL COST</b>	<b>\$17,680.99</b>

<b>ROADS AND TRAILS</b>	<b>COST</b>
Able Street	\$180.50
Bluffton Road	\$544.23
Boundary Street	\$180.50
Bridge Street	\$350.66
Bruin Road	\$180.50
Buck Island Road	\$1,288.36
Buckwalter Place Boulevard	\$578.47
Burnt Church Road	\$0.00
Calhoun Street	\$180.50
Dr. Mellichamp Drive	\$2,821.96
Goethe Road	\$1,032.66
Hilderbrand Road	\$202.63
Jason Street	\$190.45
Lawrence Street	\$180.50
May River Road	\$2,895.66
Persimmon Street	\$107.00
Pin Oak Street	\$0.00
Pritchard Street	\$180.50
Shults Road	\$744.54
Simmons Road	\$1,545.65
Thomas Heyward Street	\$180.50
New River Trail North	\$624.48
New River Trail South	\$761.92
Hampton Parkway	\$795.45
Little Aaron Road	\$0.00
Church Street	\$107.00
Allen Street	\$107.00
Water Street	\$107.00
Lawton Street	\$107.00
Wharf Street	\$0.00
Green Street	\$107.00
<b>TOTAL COST</b>	<b>\$16,282.62</b>



## Beautification Committee Meeting

Thursday, June 15, 2023 at 9:00 AM

Henry "Emmett" McCracken Jr., Town Council Chambers

### AGENDA

**I. CALL TO ORDER**

**II. ROLL CALL**

**III. ADOPTION OF THE AGENDA**

**IV. ADOPTION OF MINUTES**

1. April 20, 2023 Minutes

**V. PUBLIC COMMENTS**

**VI. OLD BUSINESS**

1. Current and Potential New Members

**VII. NEW BUSINESS**

1. Fiscal Year 2024 Project

**VIII. DISCUSSION**

1. Update on Parks and Town Projects

**IX. ADJOURNMENT**

**NEXT SCHEDULED MEETING DATE: Thursday, July 20, 2023**

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## **Director's Report – DRCI**

**June 2023**

**Entrepreneur Program Update** - There are currently 14 *Program Companies* in the Don Ryan Center with several others in the pipeline

- STARTUP companies
  1. Hilton Head Coffee Roasters
  2. Wheeler Trucking (Hardeeville)
  3. Capital Chiropractic (Hardeeville)
  4. Prime IV Hydration
  5. Hardee Greens (Hardeeville)
  6. Gullah T's n Tings (BlaQuity graduate)
  7. CheckPoint Software
- HEROES companies
  1. Elite Support Americas (STARTUP)
- GROWTH
  1. MXM Productions
  2. Barbers of the Lowcountry
  3. Universal Bookkeeper
  4. LoCone
  5. Custom Audio Visual
  6. Beach City Tires

### **Four companies finished their engagement with DRCI in June:**

- Crossflight Sky Solutions (GROWTH)
- OPFOB (HEROES – STARTUP)
- Hull & Husk (STARTUP)
- Effervescence YogaSpa (GROWTH)
  - May start back in Fall
- Standing meetings with every company at least 2 times per month.

- Multiple screening calls with leads that are interested in learning about our Programs.
- Kickoff meeting with new GROWTH company Beachside Tires & Audio
- Signed paperwork for STARTUP customer ChangePoint software. Likely start in July
- Initial call with Synergy and set up Diligence meeting
- Initial call with Petitek and set up Diligence meeting
- Met with Phytogenix and set up Diligence meeting
- Ongoing conversation with Jamie Harrison about Diligence meeting

## **Operations**

- DRCI Board meeting was held on June 8
- Updated DRCI annual report
- Updated DRCI bylaws to allow up to 10 ex-officio members
- Updating DRCI job positions for HR
- Staff attended TOB Hurricane preparedness meeting
- Re- negotiated and downgraded HubSpot contract for an annual savings of 30%
- Attended Zoom meeting with Frank DuRoss (MVCC) and Kelly Ramirez (Providence College) about Don Ryan Center @ Providence College
- Reviewed DRCI graduate companies to see who is still in business
- Training on Execu-time software per TOB requirement
- Upcoming meeting with DRCI finance committee to discuss forecasts, budget and possible DRCI endowment contribution
- Attended Encompass ribbon cutting

## **Mentor Program**

- 70 Mentors

## **Partnerships**

### **Hardeeville**

- New multi-year contract execution should occur in July
- Working with City of Hardeeville to cross-pollinate social media sites DRCI/HDV
- HDV Newsletter
- Presented at Hardeeville City Council Meeting
- Kickoff Meeting with new Hardeeville STARTUP Hardee Greens

### **BlacQuity**

- Ongoing classes at DRCI
- Kickoff meeting with BlacQuity graduate Gullah T's n Tings for STARTUP Program
- Attended BlacQuity graduation

**Beaufort County Economic Development Corporation**

- Working with them on multiple projects
- Attended BCEDC Board Meeting
- Attended Buckwalter place economic development meeting with Chris Foster, Heather Colin, John O'Toole and applicant
- Attended Hull & Husk meeting with Jared Jester & BCEDC John O'Toole and Charlie Stone
- Working with Palmetto EMC on their "Bright Stars" program
- Attended presentation of Pacer.AI software (shared info with BCEDC John O'Toole)
- Discussion with John O'Toole BCEDC regarding possible expansion and school locations for Barbers of The Lowcountry

**Holistic Chamber of Commerce**

- Hosted and spoke at the Holistic Chamber of Commerce's event at The HUB

**SCORE**

- Working with SCORE to schedule their Minority Small Business Program Presentation in August

**Greater Bluffton Chamber**

- Scheduled lunch and learns at The HUB thru November
- Renewed membership

**BusinessATTRACT**

- Attended BusinessAttract monthly meeting
- Planning Fall 2023 event with us and BCSD - Aerospace, manufacturing and Healthcare focus

**Marketing**

- Working with Town of Bluffton to cross-pollinate social media sites DRCI/TOB
- Social Media
- Donated DRCI swag bags to Paddle the May event

**Board of Directors Meeting**

- Introduced 3 new ex officio board members at the June board meeting
- Latoya Salters appointed to DRCI Board





# GROWTH MANAGEMENT UPDATE

July 11, 2023

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

- a. **Planning Commission:** June 28, 2023, meeting agenda attached. Next meeting scheduled for Wednesday, July 26, 2023.
- b. **Historic Preservation Commission:** June 7, 2023, meeting agenda attached. Next meeting scheduled for Wednesday, July 5, 2023.
- c. **Board of Zoning Appeals:** June 6, 2023, cancellation notice attached. Next meeting scheduled for Tuesday, June 27, 2023.
- d. **Development Review Committee:** June 7, 14, 21 & 28, 2023 meeting agendas attached. Next meeting scheduled for Wednesday, July 5, 2023.
- e. **Historic Preservation Review Committee:** June 5, 12 & 20, 2023, cancellation notices attached. June 26, 2023 meeting agenda attached. Next meeting scheduled for Monday, July 3, 2023.
- f. **Construction Board of Adjustment and Appeals:** June 20, 2023, cancellation notice attached. Next meeting scheduled for Tuesday, July 25, 2023.
- g. **Affordable Housing Committee:** June 1, 2023, meeting agenda attached. Next meeting scheduled for Thursday, July 6, 2023.

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

### Neighborhood Assistance Program.

As of June 29, 2023, a total of 45 homes have been serviced during the 2023 Fiscal Year for home repairs such as roofing, wet and damaged floors, septic pump outs and private road repair totaling \$306,820.25. The remaining budget for the 2023 Fiscal Year is \$2,379.75.

To date 13 applications have been approved by Lowcountry Council of Governments for the upcoming 2024 Fiscal Year. Of the 13 applications, all have been visited by building safety for repairs. Staff is waiting on estimates from contractors.

Fiscal Year 2024 will begin on July 5 and repairs will begin.

**ATTACHMENTS:**

1. Planning Commission meeting agenda for June 28, 2023.
2. Historic Preservation Commission meeting agenda for Wednesday, June 7, 2023.
3. Board of Zoning Appeals cancellation notice for Tuesday, June 6, 2023.
4. Development Review Committee meeting agendas for June 7, 14, 21 & 28, 2023.
5. Historic Preservation Review Committee cancellation notices for June 5, 12 & 20, 2023 and meeting agenda for June 26, 2023.
6. Construction Board of Adjustments and Appeals cancellation notice for Tuesday, June 20, 2023.
7. Affordable Housing Committee meeting agenda for Thursday, June 1, 2023.
8. Building Permits and Planning Applications:
  - a. Building Permits Issued FY 2016-2023 (to June 23, 2023).
  - b. Building Permits Issued Per Month FY 2016-2023 (to June 23, 2023).
  - c. Value of Construction FY 2016-2023 (to June 23, 2023).
  - d. New Single Family Residential Building Permits Issued Per Month FY 2016-2023 (to June 23, 2023).
  - e. New Single Family Residential Building Permits Issued by Neighborhood FY 2016-2023 (to June 23, 2023).
  - f. New Single-Family Certificates of Occupancy Issued by Neighborhood FY 2016-2023 (to June 23, 2023).
  - g. New Commercial Construction/Additions Heated Square Footage FY 2016-2023 (to June 23, 2023).
  - h. Planning and Community Development Applications Approved FY 2016-2023 (to June 23, 2023).
  - i. Multi Family Apartments Value FY 2016-2023 (to June 23, 2023).
  - j. Multi Family Apartments Square Footage FY 2016-2023 (to June 23, 2023).
  - k. Multi Family Apartments Total Units FY 2016-2023 (to June 23, 2023).
9. Planning Active Application Report



## Planning Commission

Wednesday, June 28, 2023 at 6:00 PM

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

### AGENDA

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

#### I. CALL TO ORDER

#### II. ROLL CALL

#### III. NOTICE REGARDING ADJOURNMENT

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

#### IV. 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 THE AGENDA

#### VI. CIVILITY PLEDGE

We pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the Town of Bluffton.

#### VII. ADOPTION OF MINUTES

1. May 24, 2023 Minutes

#### VIII. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA\*

#### IX. OLD BUSINESS

#### X. NEW BUSINESS

1. **Lakes at New Riverside Phases 5 and 6 (Street Naming):** A request by John Paul Moore of Thomas & Hutton, on behalf of Pritchard Farms, LLC for approval of a street naming application. The project consists of 144 single family lots and associated infrastructure. The property is identified by tax map number R610 044 000 0443 0000 and consists of 48.9 acres within the New Riverside Planned Unit Development Zoning District. (STR-05-23-018020) (Staff - Dan Frazier)
2. **Midpoint (Street Naming):** A request by Pulte Homes Company on behalf of Walcam Land Group, LLC for approval of a street naming application. The project consists of seven additional streets for the Midpoint neighborhood with associated single-family home lots. The property is identified by tax map number R610 044 000 0126 0000 and R614 045 000 0019 0000 and is located within the New Riverside PUD. (STR-05-23-018057) (Staff - Dan Frazier)
3. **Wetland Impact for Parcels 12A, 12B and 12C (Development Plan):** A request by Nathan Long of Thomas & Hutton on behalf of Jake Reed of University Investments, LLC for approval of a preliminary development plan. The project proposes partial wetland filling of approximately 0.56 acres to allow crossings for future road alignments. The properties are zoned Buckwalter Planned Unit Development and consists of approximately 58.0 acres identified by tax map numbers R610 029 000 0611 0000, R610 029 000 2343 0000, R610 029 000 2344 0000, and R610 029 000 1721 0000 located south and adjacent to Bluffton Parkway. (DP-03-23-017841) (Staff – Dan Frazier)
4. **Public Hearing:** Certain Amendments to the Town of Bluffton’s Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance (UDO), Sec. 3.2.3, Public Hearing Notice; Sec. 5.13, Signs, Exempt and Prohibited; and, Sec. 5.15, Old Town Bluffton Historic District, Cupolas, Setbacks in the NCE-HD and NG-HD Districts, and Establishing a Medium House Building Type with Related Building Requirements (Staff - Charlotte Moore)
5. **Big Blue Marble Academy (Certificate of Appropriateness- Highway Corridor Overlay):** A request by Samantha Kozlowski, Development Manager, on behalf of the parcel owners EIG14T BBMA SC BLUFFFTON, LLC, for approval of a Certificate of Appropriates – Highway Corridor Overlay. The project consists of the landscape, lighting and architecture for Big Blue Marble Academy, a 11,293 SF one-story square foot childcare facility including an outdoor child play area and associated parking, located at the intersection of Mill Creek Boulevard and Okatie Highway (SC HWY 170) off Slater Street in the Jones Estate PUD, within the Cypress Ridge Master Plan. (COFA-03-23-017836) (Staff - Katie Peterson)
6. **Refuel (Certificate of Appropriateness - Highway Corridor Overlay):** A Certificate of Appropriateness to permit the landscape, lighting and architecture for Refuel convenience store and gas station, located along SC Highway 46 across from the May River Xing intersection. It is zoned PUD within the New Riverside PUD and New Riverside Village Master Plan. (COFA-04-23-017905)(Staff - Katie Peterson)

## XI. DISCUSSION

## XII. 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."*

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*\*Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. Public comment is limited to 3 minutes per speaker.*

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



## Historic Preservation Commission

Wednesday, June 07, 2023 at 6:00 PM

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

### AGENDA

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

#### I. CALL TO ORDER

#### II. ROLL CALL

#### III. 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 THE AGENDA

#### VI. CIVILITY PLEDGE

We pledge to build a stronger and more prosperous community by advocating for civil engagement, respecting others and their viewpoints, and finding solutions for the betterment of the Town of Bluffton.

#### VII. ADOPTION OF MINUTES

1. April 5, 2023 Minutes

#### VIII. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA\*

#### IX. OLD BUSINESS

#### X. NEW BUSINESS

1. **Administrative Appeal:** A request by Eugene & Melanie Marks, owner of 9 Bruin Road to appeal the UDO Administrator's decision to fail the Rough-HD inspection associated with Permit RNEW-08-22-2266, as related to non-approved windows associated with COFA-03-22-016484, on the property located at 9 Bruin Road, commonly referred to as the Joiner House, a Contributing Resource within the Old Town Bluffton Historic District and zoned Neighborhood Core-HD. (ZONE-05-23-017996)
2. **Certificate of Appropriateness:** A request by Andrew Pietz to allow the construction of a new single-family residence of approximately 3,291 SF and a Carriage House of approximately 484 SF to be located at 58 Pritchard Street, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD. (COFA-03-23-017752) (Staff - Katie Peterson)
3. **Certificate of Appropriateness:** A request by Joseph DePauw, AIA, on behalf of the owner Marti Golson of Caramar Rentals & Investments LLC, to allow the renovation and repair of the approximately 690 SF Contributing Resource, known as the Walker House, including the removal of the 250 SF attached carport and the addition of 53 square feet to the south elevation located at 99 Pritchard Street, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD. (COFA-04-23-017906) (Staff - Katie Peterson)
4. **Certificate of Appropriateness:** A request by James O. McGhee, Architects, P.C., on behalf of owner, the Board of Trustees of the Campbell Chapel A.M.E. Church, to demolish the non-historic, non-contributing portion of approximately 2,307 SF, to allow the construction of a 1-story free-standing addition of approximately 608 SF, and to renovate the historic 1,780 SF Contributing Resource known as Campbell Chapel A.M.E. (Tax Parcel R610-039-00A-0080-0000) located at 23 Boundary Street, in the Old Town Bluffton Historic District and zoned Neighborhood Center-HD. (COFA-04-23-0107894) (Staff - Glen Umberger)

## XI. DISCUSSION

## XII. ADJOURNMENT

**NEXT MEETING DATE: Wednesday, July 5, 2023**

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

*In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Town of Bluffton will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. The Town of Bluffton Council Chambers are ADA compatible. Auditory accommodations are available. Any person requiring further accommodation should contact the Town of Bluffton ADA Coordinator at 843.706.4500 or [adacoordinator@townofbluffton.com](mailto: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 is limited to 3 minutes per speaker.*

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



# **PUBLIC NOTICE**

The Board of Zoning Appeals (BZA)  
Meeting scheduled for

Tuesday, June 6, 2023, at 6:00 p.m.

Has been CANCELED  
due to lack of agenda items

The next meeting is scheduled for Tuesday,  
June 27, 2023.

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



## Development Review Committee Meeting

Wednesday, June 07, 2023 at 1:00 PM

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

### AGENDA

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

#### I. CALL TO ORDER

#### II. ROLL CALL

#### III. PUBLIC COMMENTS

#### IV. OLD BUSINESS

1. **42 Wharf Street (Subdivision):** A request by Kevin Quat on behalf of 44 Wharf LLC, for approval of a subdivision application. The project consists of creating two lots from the existing single lot. The property is identified by tax map number R610 039 00A 185A 0000 and consists of .32 acres located at 42 Wharf Street. The property is zoned Neighborhood General - HD. (SUB-04-23-017952) (Staff - Jordan Holloway)

#### V. NEW BUSINESS

1. **Midpoint (Street Naming):** A request by Pulte Homes Company on behalf of Walcam Land Group, LLC for approval of a Street Naming Application. The project consists of seven additional streets for the Midpoint neighborhood with associated single-family home lots. The property is identified by tax map number R610 044 000 0126 0000 and R614 045 000 0019 0000 and is located within the New Riverside PUD. (STR-05-23-018057) (Staff - Dan Frazier)

#### VI. DISCUSSION

#### VII. ADJOURNMENT

**NEXT MEETING DATE: Wednesday, June 14, 2023**

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*on the basis of disability in its services, programs, or activities. The Town of Bluffton Council Chambers are ADA compatible. Auditory accommodations are available. Any person requiring further accommodation should contact the Town of Bluffton ADA Coordinator at 843.706.4500 or [adacoordinator@townofbluffton.com](mailto: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 is limited to 3 minutes per speaker.*



## Development Review Committee Meeting

Wednesday, June 14, 2023 at 1:00 PM

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

### AGENDA

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

#### I. CALL TO ORDER

#### II. ROLL CALL

#### III. PUBLIC COMMENTS

#### IV. OLD BUSINESS

#### V. NEW BUSINESS

1. **Magnolia Square (Development Plan):** A request by Anna Petitgout of Ward Edwards Engineering on behalf of Ed Goeas of ERB Enterprises LLC for approval of a preliminary development plan application. The applicant proposes to construct site infrastructure, including an internal streetscape, drives, parking, walks, utilities, drainage, and stormwater to serve four mixed-use lots, one commercial lot and four residential lots. The subject property contains three lots zoned Neighborhood General – HD (NG-HD), one lot zoned Neighborhood Core (NC), and two lots zoned Residential General (RG) and consists of 3.43 acres identified by tax map numbers R610 039 000 0114 0000, R610 039 000 0093 0000, R610 039 000 0094 0000, R610 039 000 0095 0000, R610 039 000 0096 0000, R610 039 000 0107 0000 located at 1203 – 1217 May River Road and 15-19 Jason Street. (DP-02-23-017662) (Staff – Dan Frazier)
2. **4355 Bluffton Parkway (Subdivision):** A request by Stefan Cap on behalf of One Bluff Park, LLC for approval of a subdivision application. The project consists of creating two lots from the existing single lot. The property is identified by tax map number R610 031 000 0959 0000 and consists of 3 acres located at 4355 Bluffton Parkway. The property is zoned Schultz PUD within the Bluffton Park Master Planned area. (SUB-04-23-018045) (Staff - Jordan Holloway)

#### VI. DISCUSSION

#### VII. ADJOURNMENT

**NEXT MEETING DATE: Wednesday, June 21, 2023**

*"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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## Development Review Committee Meeting

Wednesday, June 21, 2023 at 1:00 PM

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

### AGENDA

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

#### I. CALL TO ORDER

#### II. ROLL CALL

#### III. PUBLIC COMMENTS

#### IV. OLD BUSINESS

#### V. NEW BUSINESS

1. **New Riverside Village Commercial (Development Plan):** A request by Conor Blaney of Ward Edwards Engineering on behalf of Lee Lucier of The Richardson Group LLC for approval of a preliminary development plan. The applicant proposes to develop 4 commercial buildings, totaling approximately 16,000 SF, and supporting infrastructure. The properties are zoned New Riverside Planned Unit Development and consists of approximately 2.77 acres identified by tax map numbers R610 036 000 3710 0000 and R610 036 000 3712 0000 located along Parkside Commons within the New Riverside Village Master Plan. (DP-05-23-018058) (Staff - Dan Frazier)
2. **CarVillage Bluffton (Development Plan):** A request by Dan Keefer of Witmer Jones Keefer, Ltd, on behalf of the property owner, Charlie and Brown, LLC for approval of a preliminary development plan. The project consists of the construction of a +/-20,000 sq. ft. two-story Clubhouse and 5 buildings divided into +/- 31 high-end garage condominium units. The property is zoned Village at Verdier PUD and consists of approximately 5.00 acres, identified by tax map number R610-021-000-0808-0000 and located on Highway 170 approximately 1,200 feet south of Seagrass Station Road. (DP-08-22-017076) (Staff – Dan Frazier)
3. **Palmetto Bluff – Old Anson Road (Development Plan):** A request by Michael Hughes of Thomas & Hutton on behalf of May River Forest, LLC for approval of a development plan. The project consists of the general clearing, installation of utilities, drainage, grading and paving for +/- 5 miles of Old Anson Road beginning near the intersection of Old Moreland Road and Big House Landing Road and terminating on Big House Island near the Anson Marina. The



property is zoned Palmetto Bluff PUD and consists of approximately 110.0 acres identified by tax map numbers R614 046 000 0062 0000, R614 052 000 0059 0000, R614 045 000 0024 0000, R614 045 000 0026 0000, and R614 057 000 0001 0000 located within the Palmetto Bluff Master Plan. (DP-08-22-017074) (Staff – Dan Frazier)

4. **H.E. McCracken Middle School – Parking Expansion (Public Project):** A request by Paul Moore of Ward Edwards Engineering on behalf of Robert Oetting of the Beaufort County School District, for the approval of a Public Project. The project consists of an expansion of the existing bus parking area to allow 29 additional staff parking stalls and associating landscaping and stormwater improvements. The property is identified by tax map number R610 038 000 0049 0000 and consists of 14.5 acres located at 160 H.E. McCracken Circle. The property is zoned Residential General. (DP-06-23-018114) (Staff – Dan Frazier)

## VI. DISCUSSION

## VII. ADJOURNMENT

**NEXT MEETING DATE: Wednesday, June 28, 2023**

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## Development Review Committee Meeting

Wednesday, June 28, 2023 at 1:00 PM

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

### AGENDA

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

#### I. CALL TO ORDER

#### II. ROLL CALL

#### III. PUBLIC COMMENTS

#### IV. OLD BUSINESS

#### V. NEW BUSINESS

1. **Parcel B-1 (Initial Master Plan):** A request by Brian Witmer of Witmer Jones Keefer, Ltd, on behalf of Millstone Ventures, LLC, and with the approval of the property owner, Parcel 8A, LLC, for approval of an initial master plan. The project proposes 16.02 acres of residential development and 5.9 acres of commercial development. The property is zoned Buckwalter PUD and consists of 21.92 acres identified by tax map number R610 028 000 0921 0000 and located at the northeast corner of the intersection of SC Highway 170 and Gibbet Road. (MP-06-23-018137) (Staff – Dan Frazier)
2. **Indigo Cove Townhomes (Development Plan):** A request by Brad Buss of Ward Edwards Engineering, on behalf of Indigo Cove, LLC for the approval of a Final Development Plan. The project consists of 82 townhome units with associated infrastructure. The property is zoned residential general and consists of 23.8 acres identified by tax map number R610 031 000 0002 0000 and located at the northeast corner of Buck Island Road and Bluffton Parkway. (DP-05-21-015280) (Staff – Dan Frazier)
3. **Parklands Drive Tract 4 (Development Plan):** A request by Jen Townsley of Palmetto Coastal Landscaping, on behalf of Hampton Lake Community Association, Inc., for the approval of a Preliminary Development Plan. The project proposes to construct an enclosed storage area including a gravel storage yard, gravel access drive, stormwater BMP, and water service to utilize as vehicle and equipment storage for landscaping operations. The property is zoned Buckwalter PUD and consists of approximately 10.9 acres, identified by tax map number R614-

029-000-1985-0000 located on Parklands Drive within the Hampton Lake Master Plan. (DP-05-23-018081) (Staff – Dan Frazier)

## VI. DISCUSSION

## VII. ADJOURNMENT

**NEXT MEETING DATE: Wednesday, July 5, 2023**

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# **PUBLIC NOTICE**

## THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Monday, June 5, 2023 at 4:00 P.M.

has been CANCELED  
due to lack of agenda items

The next meeting is scheduled for  
Monday, June 12, 2023

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



# **PUBLIC NOTICE**

## THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Monday, June 12, 2023 at 4:00 P.M.

has been CANCELED  
due to lack of agenda items

The next meeting is scheduled for  
Tuesday, June 20, 2023

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



# **PUBLIC NOTICE**

## THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Tuesday, June 20, 2023 at 4:00 P.M.

has been CANCELED  
due to lack of agenda items

The next meeting is scheduled for  
Monday, June 26, 2023

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



## Historic Preservation Review Committee

Monday, June 26, 2023 at 4:00 PM

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

### AGENDA

#### I. CALL TO ORDER

#### II. ROLL CALL

#### III. PUBLIC COMMENT

#### IV. OLD BUSINESS

#### V. NEW BUSINESS

1. **7 Blue Crab:** A request by Ernie and Andrea Suozzi for the review of a Certificate of Appropriateness - HD for the construction of a new 2-story single-family structure of approximately 2,304 SF, and Carriage House of approximately 720 SF, located at 7 Blue Crab Street, in the Old Town Bluffton Historic District, identified as Lot 24 of the Tabby Roads development and zoned Neighborhood General-HD. (COFA-06-23-018105)(Staff - Katie Peterson)
2. **1282 May River Road:** A request by Pearce Scott Architects, on behalf of the owner, CEH Real Estate Bluffton, LLC, for the review of a Certificate of Appropriateness - HD for the renovation to the single-story Contributing Resource, known as the Red Dot, and addition of 653 SF, located at 1282 May River Road, in the Old Town Bluffton Historic District, and zoned Neighborhood Core-HD. (Staff - Katie Peterson)

#### VI. DISCUSSION

#### VII. ADJOURNMENT

**NEXT MEETING DATE: Monday, July 3, 2023**

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*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 is limited to 3 minutes per speaker.*



# **PUBLIC NOTICE**

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

Tuesday, June 20, 2023, at 6:00 P.M.

has been CANCELED.  
due to lack of agenda items.

The next meeting is scheduled for  
Tuesday, July 25, 2023.

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



## **Affordable Housing Committee Meeting**

**Thursday, June 1, 2023, at 10:00 AM**

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

### **AGENDA**

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

#### **I. CALL TO ORDER**

#### **II. ROLL CALL**

#### **III. ADOPTION OF THE AGENDA**

#### **IV. ADOPTION OF MINUTES**

1. April 13, 2023

#### **V. OLD BUSINESS**

#### **VI. NEW BUSINESS**

1. FY23 Neighborhood Assistance Program Budget Update

#### **VII. PUBLIC COMMENTS**

#### **VIII. DISCUSSION**

#### **IX. ADJOURNMENT**

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*\*Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. Public comment must not exceed three (3) minutes.*

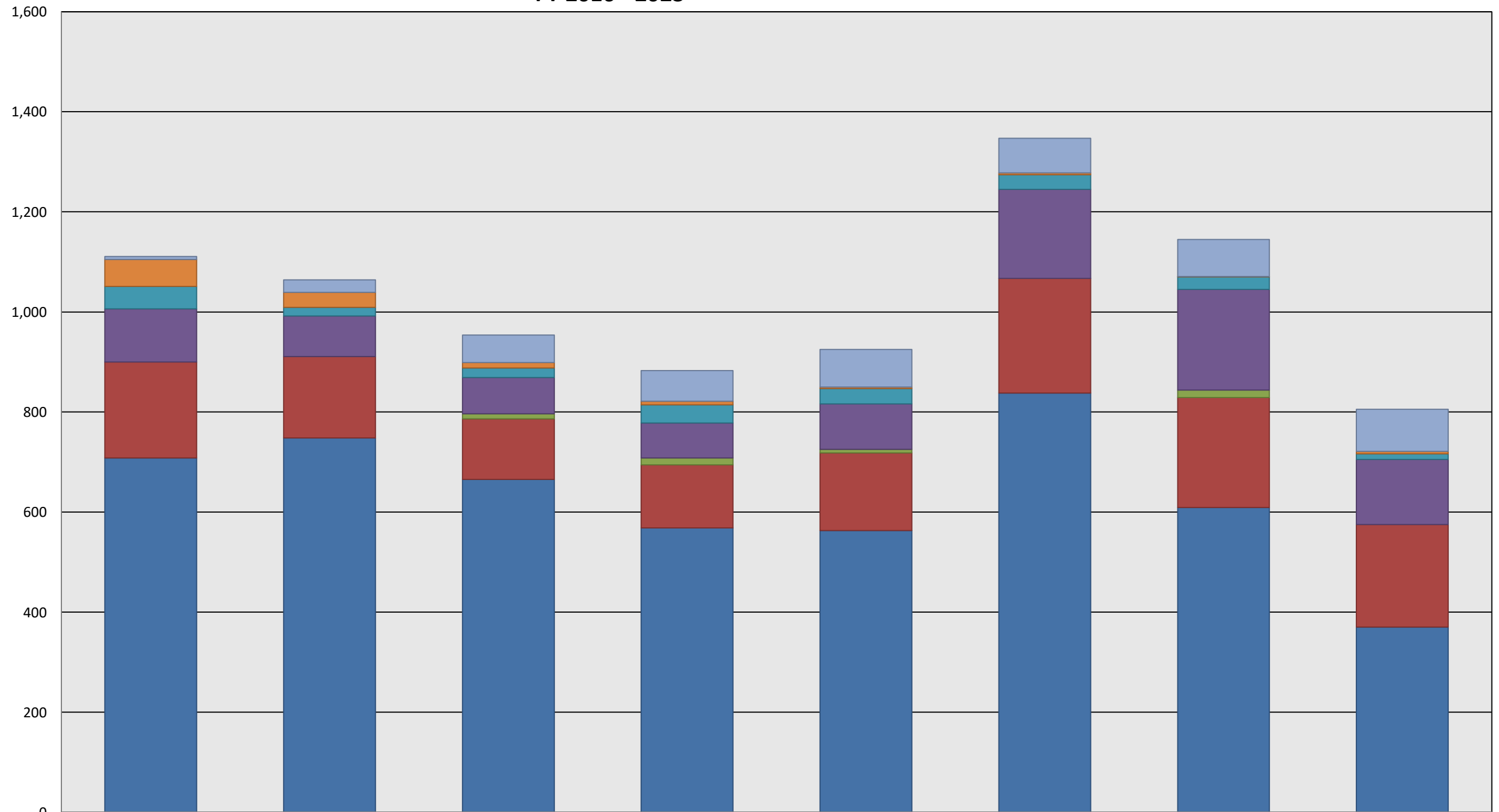
*Executive Session - The public body may vote to go into executive session for any item identified for action on the agenda.*

Town of Bluffton  
Building Permits Issued  
FY 2016 - 2023

Attachment 8a

Section XI. Item #1.

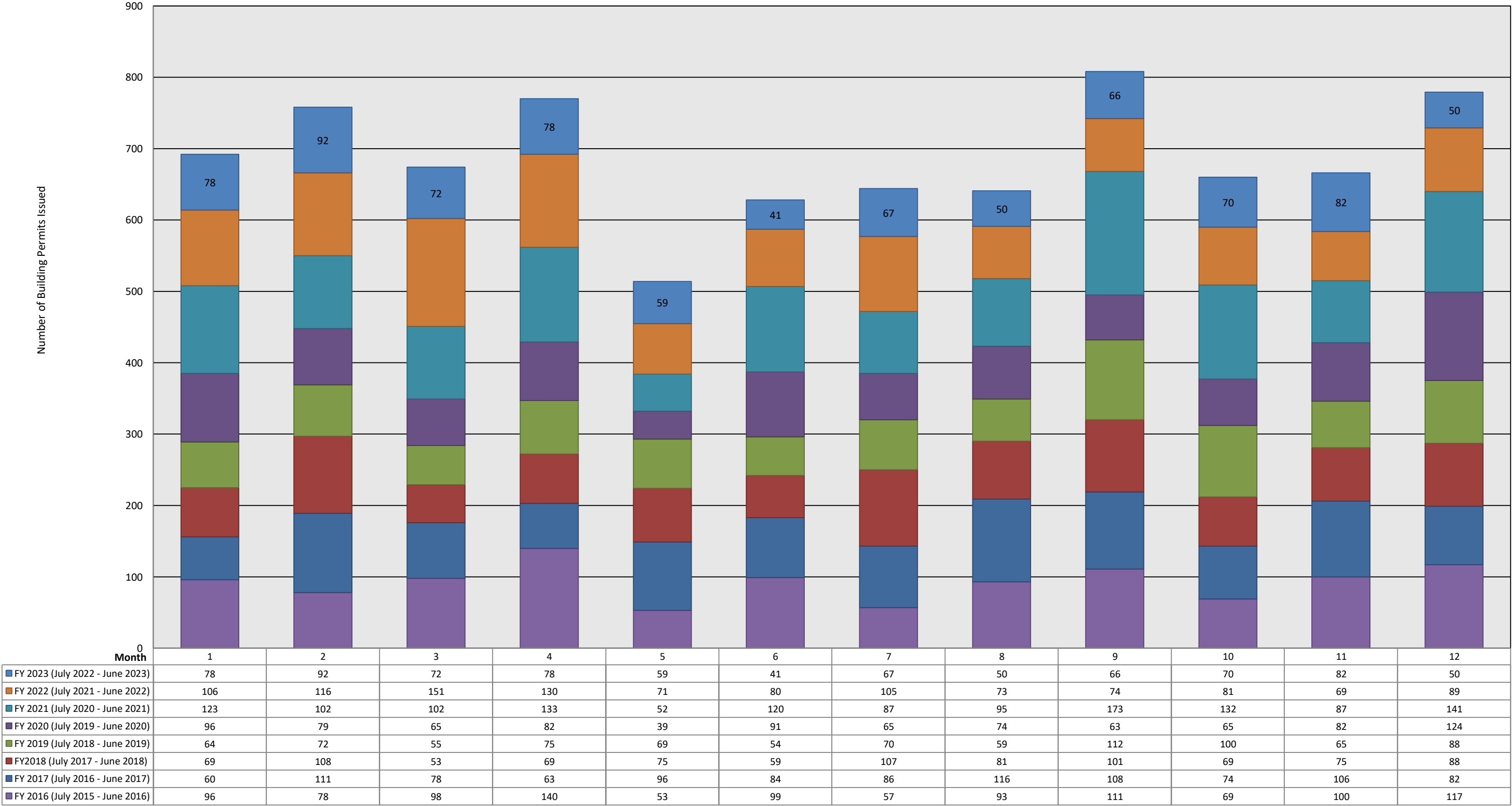
Number of Building Permits Issued



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

Town of Bluffton  
Building Permits Issued Per Month  
FY 2016 - 2023

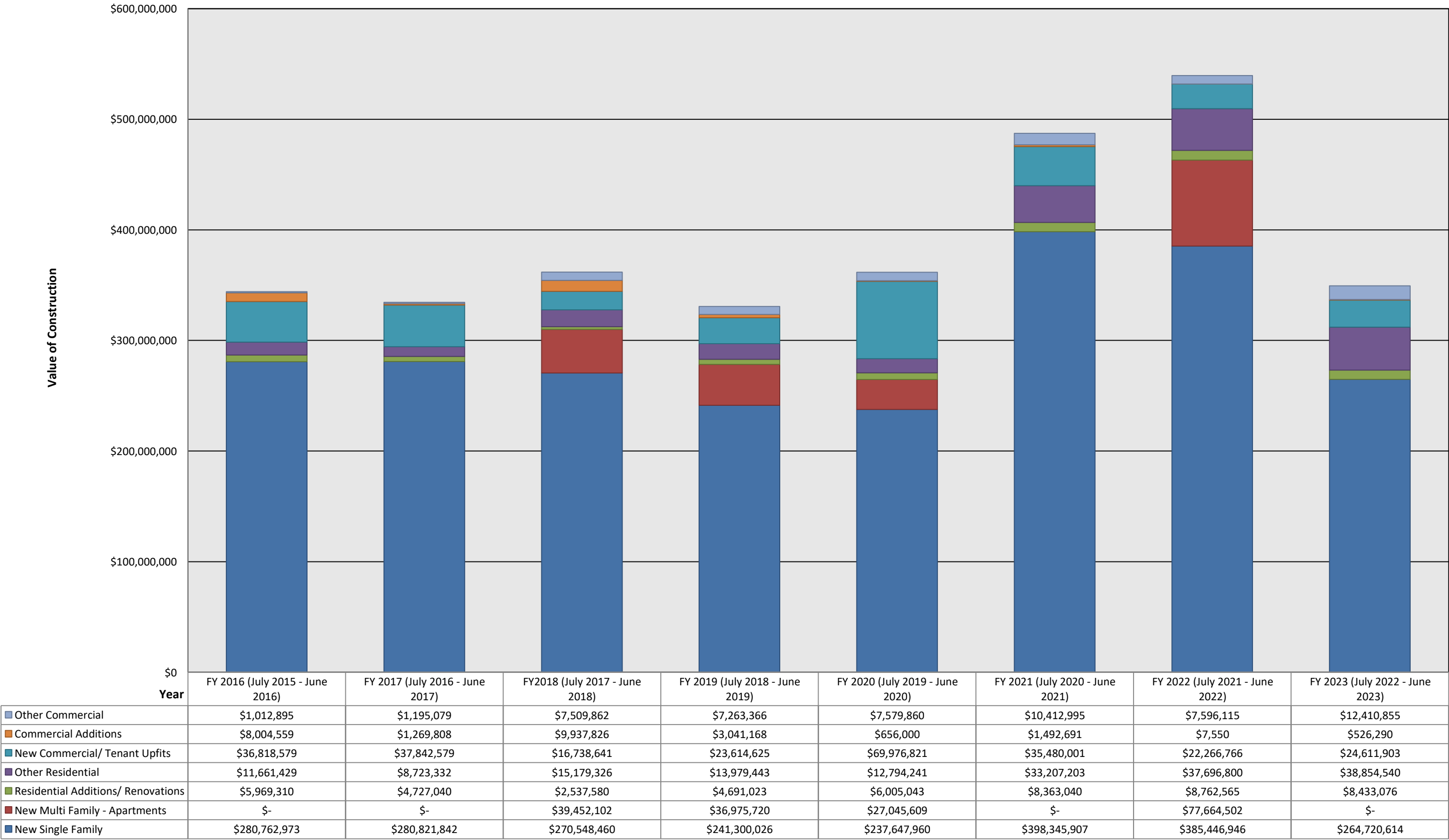
Attachment 8b



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

Town of Bluffton  
Value of Construction  
FY 2016 - 2023

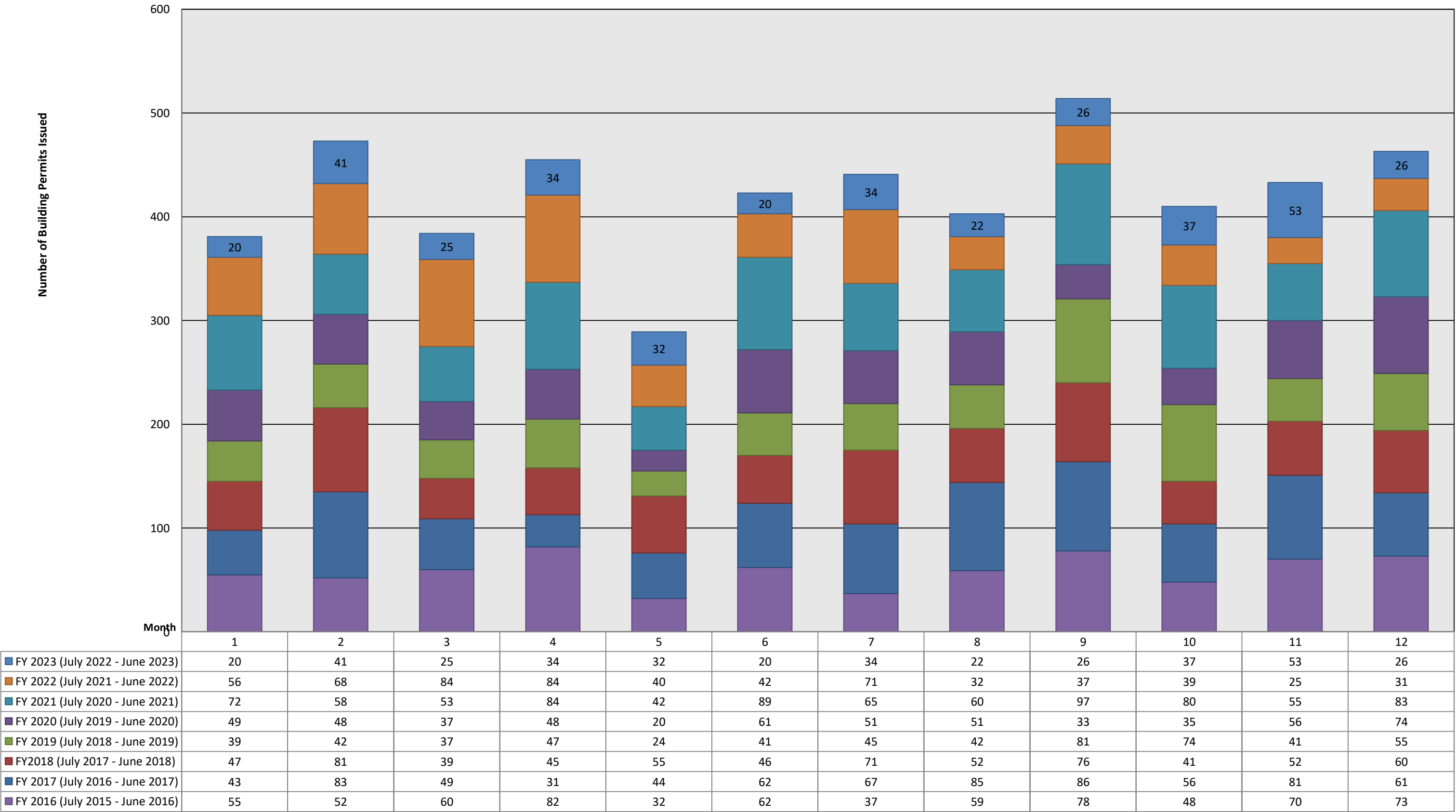
Attachment 8c



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

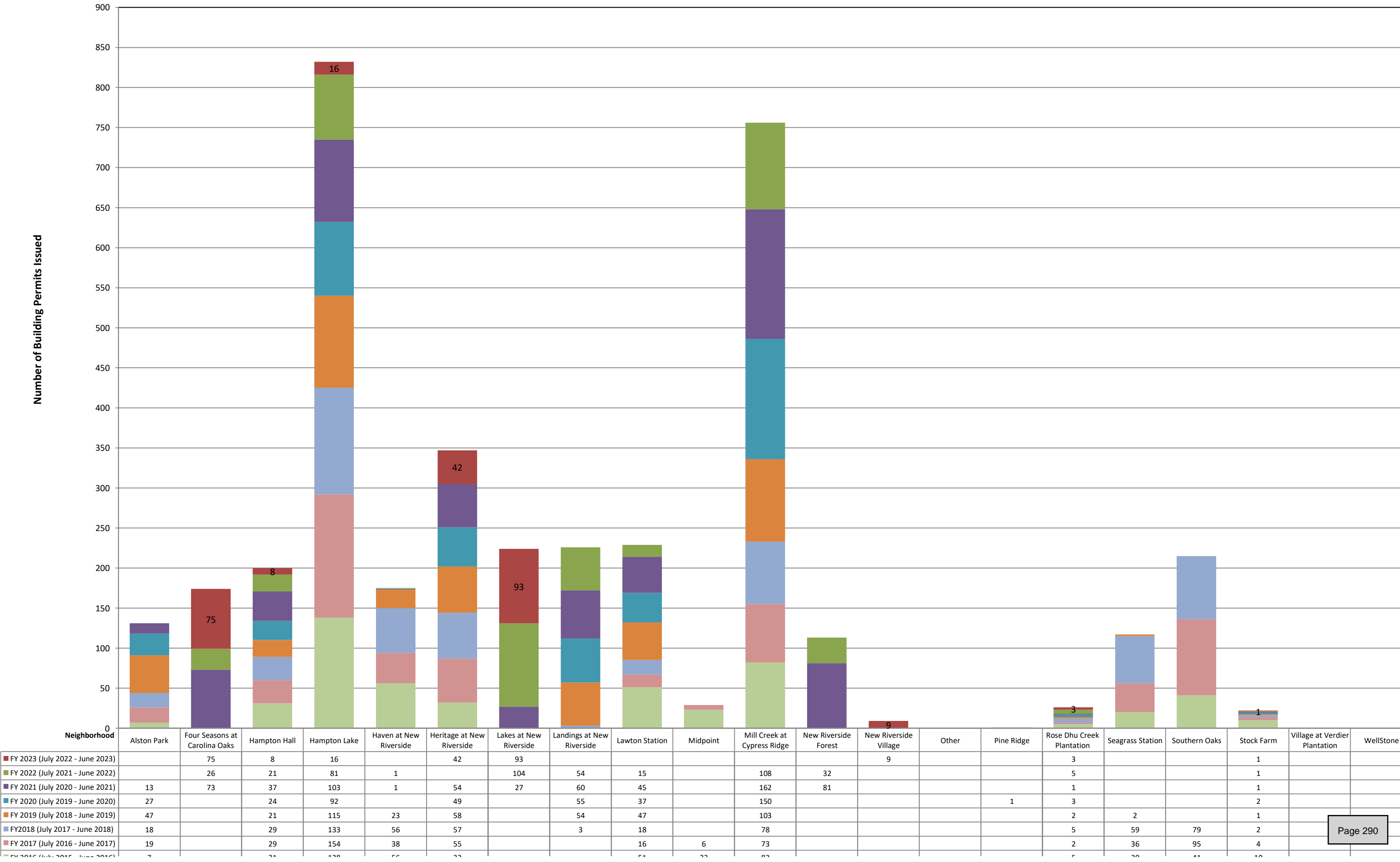


Town of Bluffton  
New Single Family Residential Building Permits Issued Per Month  
FY 2016 - 2023



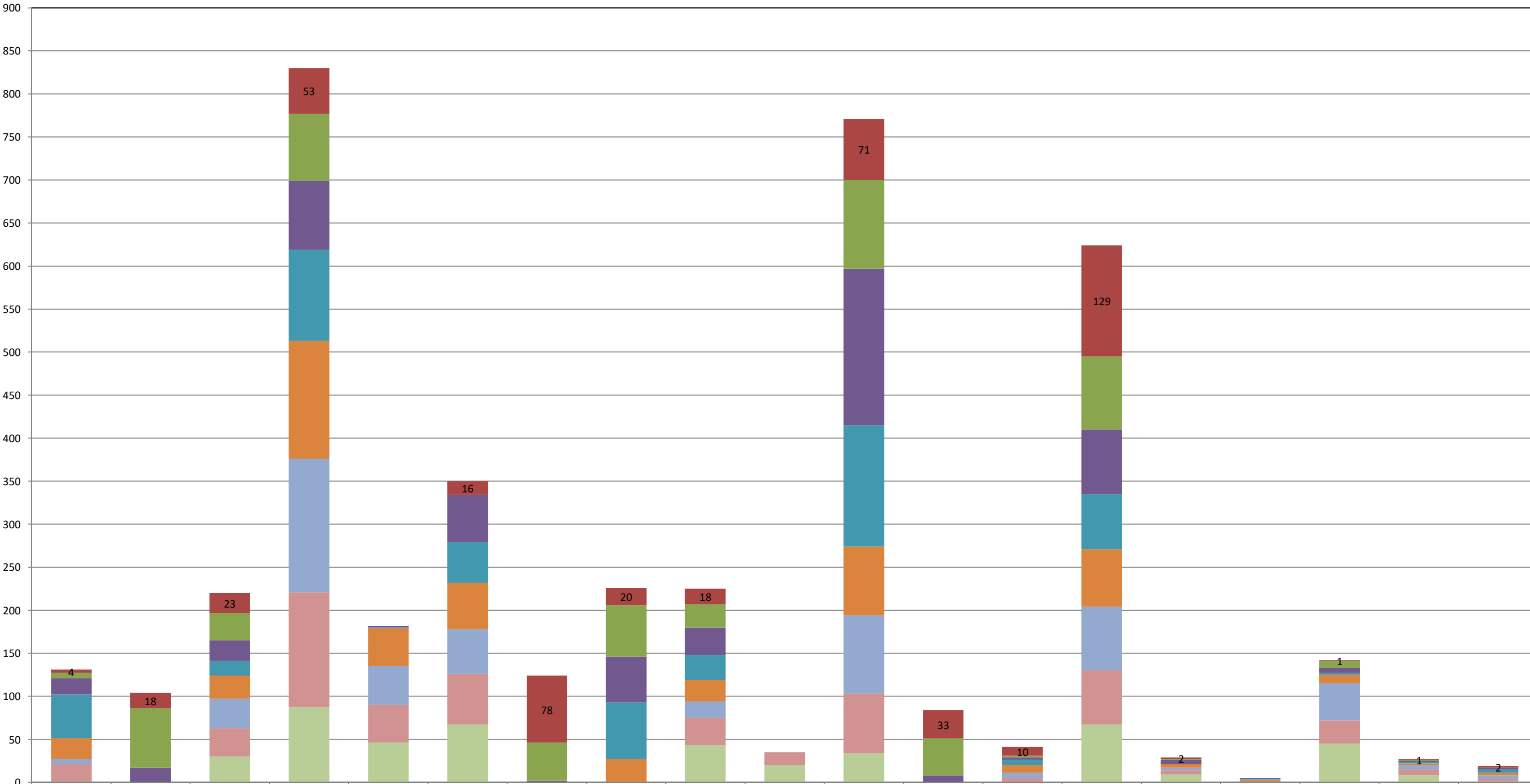
Note: Building Permits Issued excludes those Building Permits which were voided or withdrawn.

Town of Bluffton  
New Single Family Residential Building Permits Issued by Neighborhood FY 2016 -2023

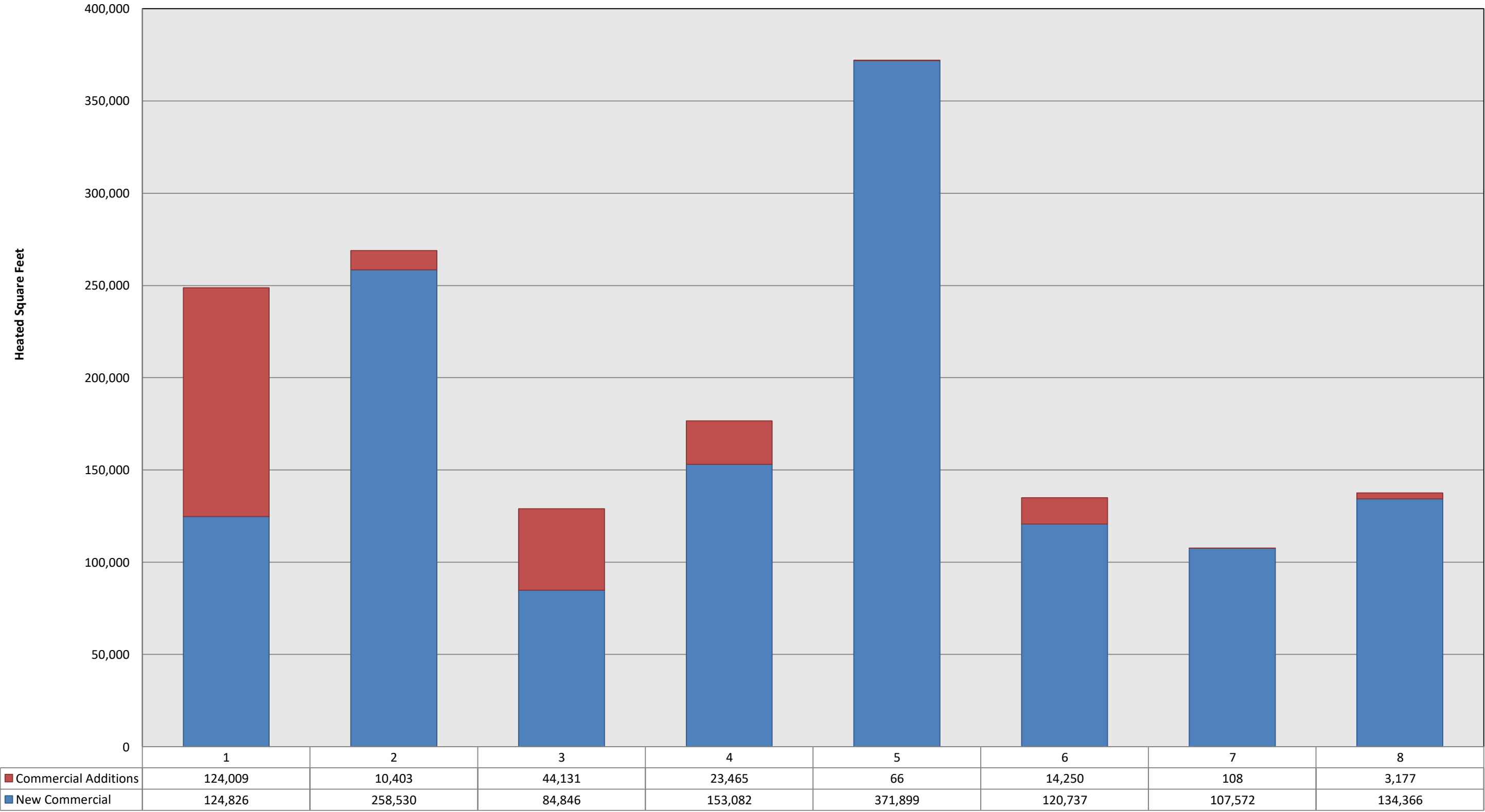


New Single Family Certificates of Occupancy Issued by Neighborhood FY 2016 - 2023

Number of New Housing Starts

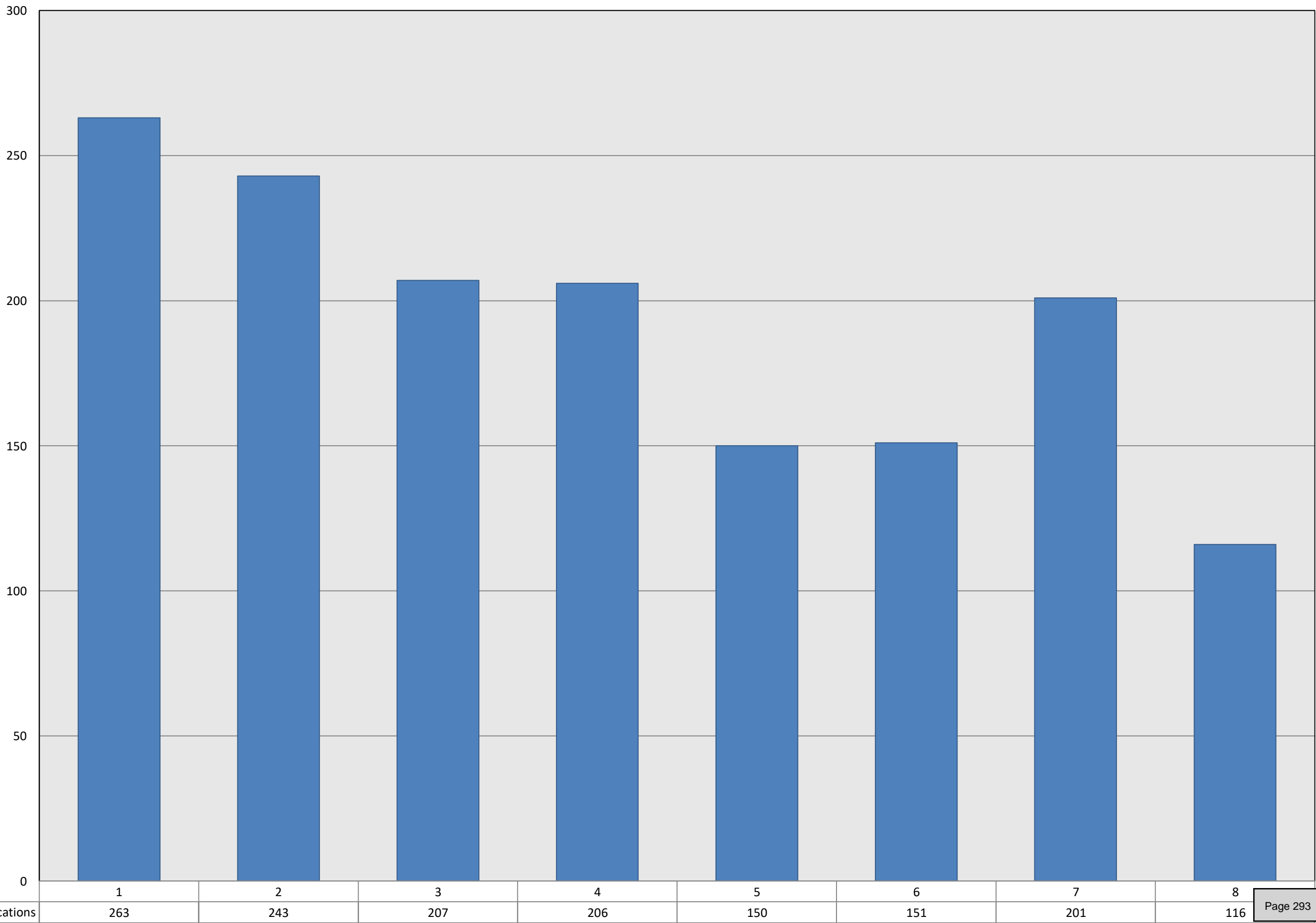


Town of Bluffton  
New Commercial Construction and Additions Heated Square Footage  
FY 2016 - 2023



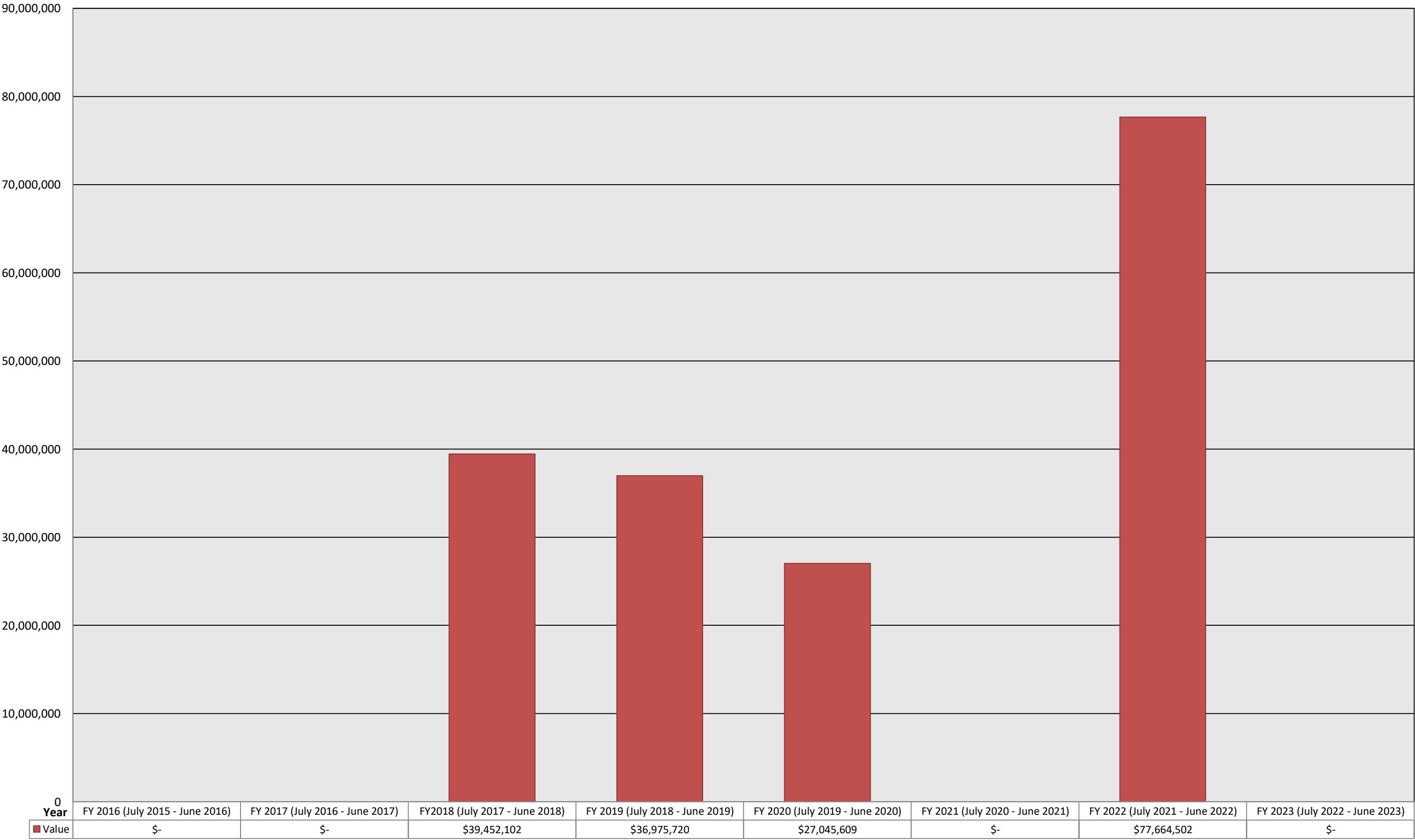
Town of Bluffton  
Planning & Community Development Applications Approved  
FY 2016 - 2023

Number of Applications Approved



Town of Bluffton  
Multi Family Apartments Value  
FY 2016 - 2023

Value of Multi Family Apartments

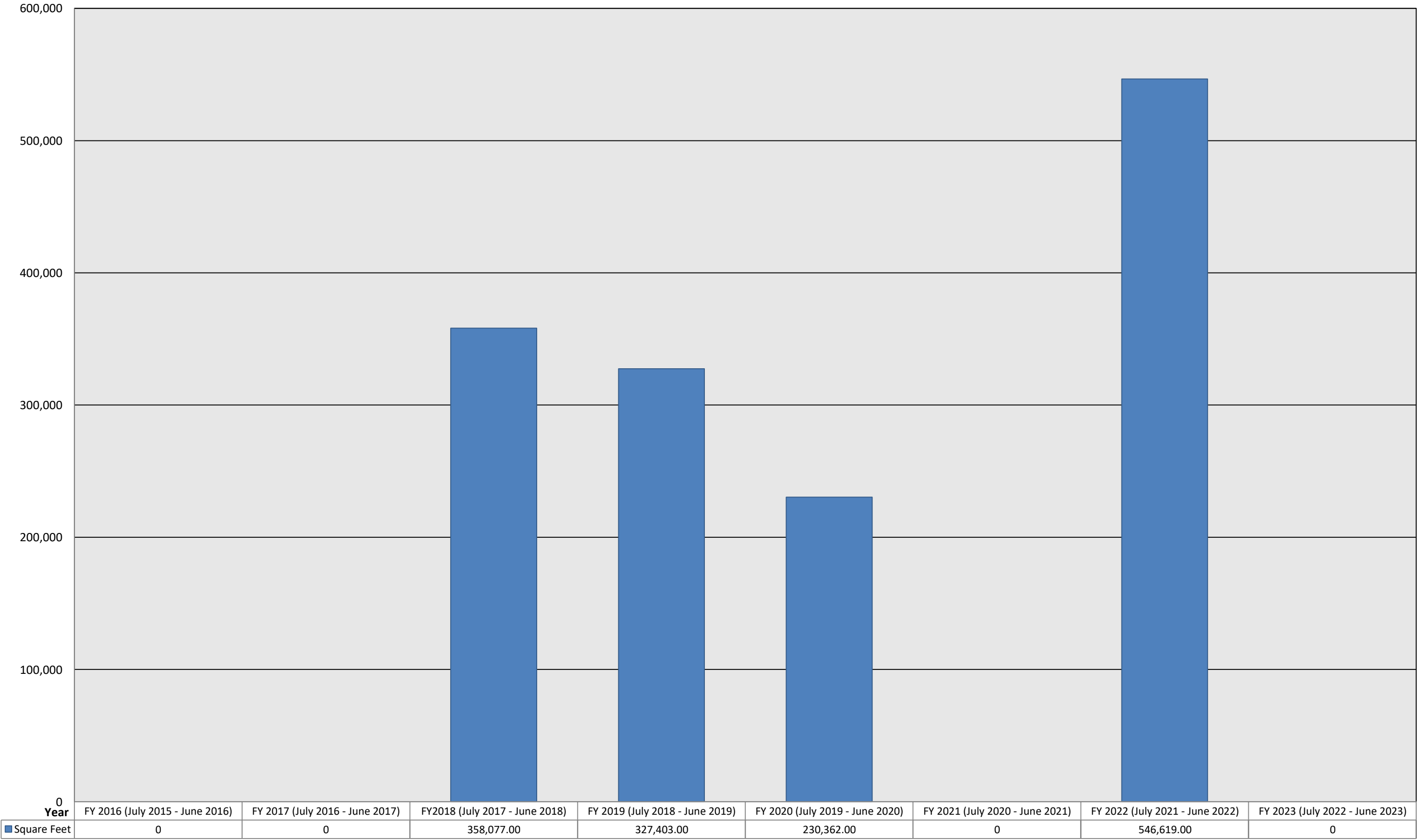


Town of Bluffton  
Multi Family Apartments Square Footage  
FY 2016 - 2023

Attachment 8j

Section XI. Item #1.

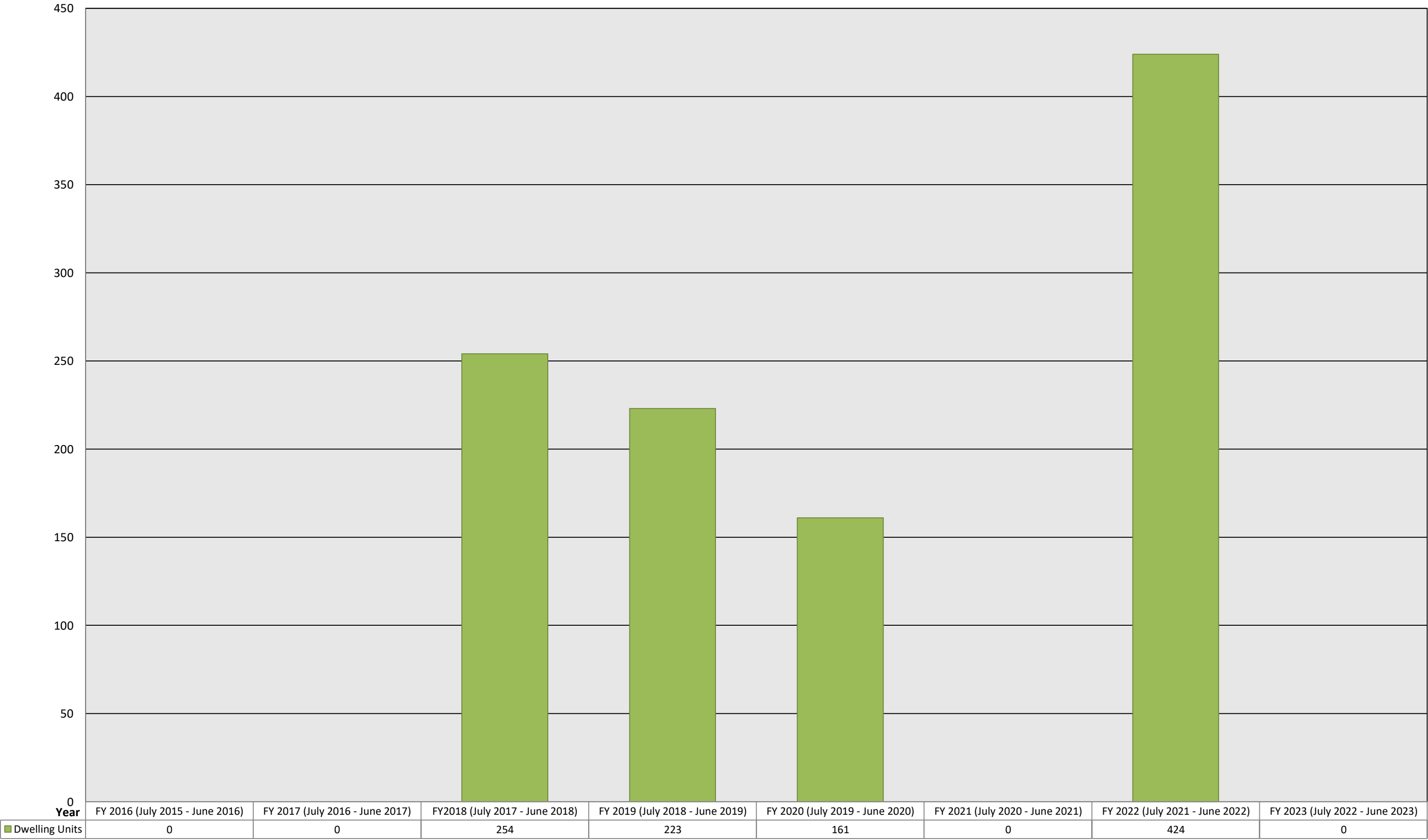
Square Footage of Multi Family Apartments





Town of Bluffton  
Multi Family Apartments Total Units  
FY 2016 - 2023

Multi Family Apartments Total Units





# Growth Management Application Update Report

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

Attachment

Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
Active Cases					
Certificate of Appropriateness					
Highway Corridor Overlay District					
COFA-11-22-017422	11/21/2022	255 NEW RIVERSIDE VILLAGE WAY	Certificate of Appropriateness	Active	Katie Peterson
Applicant: Court Atkins		Owner: Solomon Dental			
<p><b>PLAN DESCRIPTION:</b> The Applicant requests approval of a Certificate of Appropriateness-HCO for a 1.56-acre development consisting of a 15,000 square foot office building for a dental practice and six tenants. The property is identified by tax map number R610 036 000 3714 0000 and is located at 255 New Riverside Village Way. The zoning designation for the property is New Riverside PUD with the Highway Corridor Overlay District.</p> <p>12.16.2022: Application was approved with conditions at the December 14, 2023 meeting of the Planning Commission. Staff is awaiting revised document submittal to address the Planning Commission conditions.</p>					
PROJECT NAME:		NEW RIVERSIDE VILLAGE			
COFA-08-22-017145	08/31/2022	6201 JENNIFER COURT	Certificate of Appropriateness	Active	Katie Peterson
Applicant: Witmer Jones Keefer Ltd.		Owner: Micheal Bradley Holdings LLC			
<p><b>PLAN DESCRIPTION:</b> The River Dog Brewing project involves the construction of a ±50,000 SF two-story building, housing a brewing production facility, retail sales area, and restaurant/bar upon three existing lots on Jennifer Court at the intersection of Buck Island Road and May River Road. As a brief history – back in 2000 AEC permitted the Bright Commercial Subdivision master-planned for five individual commercial development parcels involving a new connector roadway between Buck Island Road and May River Road, incorporating both wet and dry utilities as well as storm drainage stub outs to each parcel. The development was designed, permitted and constructed under the Beaufort County development ordinance prior to annexation by the Town of Bluffton. Subsequently, Parker’s convenience store was constructed upon two of the five parcels and, due to greater stormwater regulation, was required to provide additional water quality treatment consisting of shallow bioretention ponds/swales. The River Dog Brewing project parcels are identified as R600 039 000 0021 0000, R610 039 000 0756 0000, and R610 039 000 0757 0000. The property is zoned Neighborhood Core with the adjacent properties being the same.</p> <p>STATUS[11.17.2022]: The application was approved with conditions at the November 16, 2022 Planning Commission meeting. Awaiting resubmitted documents addressing Planning Commission conditions.</p>					
PROJECT NAME:		BUCK ISLAND/SIMMONSVILLE			



# Growth Management Application Update Report

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

Attachment

Section XI. Item #1.

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

### Certificate of Appropriateness

COFA-06-21-015520	06/23/2021	101 WINDRUSH LN LANE	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Miller Electric Company

**Owner:** Bank of America

**PLAN DESCRIPTION:** A request by Miller Electric Company on behalf of Bank of America, for the approval of a Certificate of Appropriateness – Highway Corridor Overlay District. The project consists of revisions to the exterior lighting for the site. The property is identified by tax map number R610 031 000 0722 0000 located at the southeast intersection of US HWY 278 and Baylor Drive. The property is zoned General Mixed Use and should be reviewed based on the requirements set forth in the Town of Bluffton Unified Development Ordinance.

STATUS [6/23/2021]: The application is currently being reviewed by Staff for conformance with the Unified Development Ordinance (UDO) and any development plans associated with the parcel and is scheduled for review by the Planning Commission at the July 28, 2021 meeting.

STATUS [7/29/21]: The Applicant did not attend the meeting. The item was tabled until the next meeting (8/25/21)

STATUS [9/1/2021]: The planning commission was approved with conditions at the August 25, 2021 meeting. Awaiting resubmitted documents.

**PROJECT NAME:** BUCK ISLAND/SIMMONSVILLE

### Historic District

COFA-10-22-017318	10/17/2022	25 WHARF ST	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Brent Robinson

**Owner:** Sherman, John

**PLAN DESCRIPTION:** A request by Brent Robinson, Architect, on behalf of the owners, John and Patty Sherman, for review of a Certificate of Appropriateness - HD to allow the renovation and addition of approximately 680 SF to the 1-story Single-Family Residential structure of approximately 1,315 SF located at 25 Wharf Street in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.

Status: The Application is being reviewed and will be placed on the November 14, 2022 Historic Preservation Review Committee agenda.

Status: Comments were provided to the applicant at the 11.14.2022 HPRC meeting. Awaiting submittal of Final Application Package for HPC.

**PROJECT NAME:** OLD TOWN



# Growth Management Application Update Report

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

Attachment

Section XI. Item #1.

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

### Certificate of Appropriateness

COFA-11-21-016057	11/04/2021	58 CALHOUN ST	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Court Atkins Architects Inc

**Owner:** May River Montessori

**PLAN DESCRIPTION:** A request by Court Atkins Architects, Inc., on behalf of the owner, May River Montessori, for review of a Certificate of Appropriateness- HD to allow the construction of a new 2-story building of approximately 5,800 SF located at 58 Calhoun Street, in the Old Town Bluffton Historic District and zoned Neighborhood Center-HD.  
STATUS [11/5/2021]: The application is currently being reviewed by Staff for conformance with the Unified Development Ordinance (UDO), Traditional Construction Patterns, and any development plans associated with the parcel and is scheduled for review by the HPRC at the December 6, 2021 meeting.  
STATUS [12/8/2021]: The application was reviewed at the December 6, 2021 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the approval of the Development Plan and submission of a final application for full HPC review.  
STATUS [1.20.2023]: A Final Application has been received and the item is slated to be heard at the February 1, 2023 HPC meeting.  
STATUS 2.1.2023: The Application was approved with conditions at the 2.1.23 HPC meeting. Staff is awaiting submittal of revised documents addressing all HPC Conditions.  
3.27.2023: Revision received - Landscape Plan not in compliance and does not match DP. DP still not approved.

**PROJECT NAME:** OLD TOWN

COFA-06-23-018189	06/23/2023	77 BRIDGE ST STREET	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Manuel Studio, LLC

**Owner:** Sara Kelly

**PLAN DESCRIPTION:** Demolish existing - build new residence and guest house

**PROJECT NAME:** OLD TOWN

COFA-01-21-014892	01/11/2021	6 MARIANNA WAY WAY	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Court Atkins Architects, Inc.

**Owner:** Herkus, LLC

**PLAN DESCRIPTION:** A request by Court Atkins Architects, on behalf of the owner, Herkus, LLC, for review of a Certificate of Appropriateness to allow the construction of a new 2 1/2 -story multifamily residential building of approximately 5,328 SF located at 6 Marianna Way, Building 4 in the Old Village Square development, in the Old Town Bluffton Historic District and zoned Neighborhood General – HD. [[Building 4-OVS]]  
STATUS [1-12-2021]: The application received 1-11-2021 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 1-20-2021 meeting. Please note all comments provided at this meeting reflect the 1-11 submittal and do not take into consideration the revised drawings submitted 1-19-2021.

**PROJECT NAME:** OLD TOWN



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Department of Growth Management  
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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
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## Active Cases

### Certificate of Appropriateness

COFA-05-23-018094	05/30/2023	1282 MAY RIVER ROAD	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Pearce Scott Architects

**Owner:** CEH Real Estate Bluffton, LLC

**PLAN DESCRIPTION:** A request by Pearce Scott Architects, on behalf of the Owner CEH Real Estate Bluffton, LLC, for the review of a Certificate of Appropriateness - HD for the renovation to the single-story Contributing Resource, known as the Red Dot, and addition of 653 SF, located at 1282 May River Road, in the Old Town Bluffton Historic District, and zoned Neighborhood Core-HD.

STATUS: The Application has been placed on the 6/26/2023 HPRC Agenda.

**PROJECT NAME:** OLD TOWN

COFA-04-23-017854	04/03/2023	5824 GUILFORD PLACE	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Pearce Scott Architects

**Owner:** 5824 Guilford Place LLC

**PLAN DESCRIPTION:** A request by Pearce Scott Architects, on behalf of the owner, 5824 Guilford Place LLC (Larry Page), for review of a Certificate of Appropriateness - HD for a proposed 2-story commercial office building of approximately 2,888 SF and Carriage House of approximately 1,200 SF to be located at 5824 Guilford Place, Lot 14 in the Stock Farm Development, in the Old Town Bluffton Historic District and zoned Neighborhood General- HD.

STATUS [4.4.23]: Conceptual Application has been received and is projected to be reviewed at the May 1, 2023 Historic Preservation Review Committee Meeting.

STATUS 6.9.23: The Final Application is slated to be heard at the 7.5.2023 meeting of the HPC.

**PROJECT NAME:** OLD TOWN



# Growth Management Application Update Report

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

### Certificate of Appropriateness

COFA-02-23-017656	02/09/2023	32 PRITCHARD ST	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Robert and Michelle Nurnberg **Owner:** Robert and Michelle Nurnberg

**PLAN DESCRIPTION:** A request by Michelle Nurnberg for review of a Certificate of Appropriateness - HD to add a shed roof over the side entry and add an enclosed area of approximately 58 SF to the Carriage House structure along with additional minor architectural modifications to the residential structure currently under construction located at 32 Pritchard Street in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.

**STATUS:** The application is being reviewed and has been placed on the February 27, 2023 Historic Preservation Review Committee agenda.

**Status:** Was heard at the 2/27/23 HPRC meeting and comments provided to the applicant. Final Application has been received and it is slated to be heard at the 4/5/23 HPC meeting.

**STATUS 3.27.2023:** Final application has been received and it will be heard at the April 5, 2023 HPC Meeting.

**PROJECT NAME:** OLD TOWN

COFA-05-18-011989	05/07/2018	27 BRIDGE ST	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Court Atkins Architects, Inc. **Owner:** Mike Nerhus

**PLAN DESCRIPTION:** A Certificate of Appropriateness to allow the construction a new 1.5 story single-family residence of approximately 4,120 SF and a Carriage House structure of approximately 1,188 SF located at 27 Bridge Street, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD

**STATUS:** The application was reviewed at the May 21, 2018 HPRC meeting and comments were provided to the Applicant. Staff is awaiting the submission of a final application for full HPC review.

**STATUS:** A revised conceptual application was received and will be heard at the February 28, 2022 meeting of the HPRC.

**STATUS:** The Application was heard at the April 7, 2022 meeting of the HPC and approved with conditions. Staff is awaiting submittal of revised materials addressing the HPC Conditions. Once received Town Staff will stamp the plans and issue the Final Certificate of Appropriateness.

**PLANS APPROVED BY GLEN UMBERGER 8/24.**

**STATUS 6.13.23:** Plans did not include any Landscape Conditions being met. Upon receipt of revised plans (5/24/23) addressing the Landscaping Conditions, additional changes to the structure and site plan were made. Awaiting resubmitted documents addressing comments resulting from modified plans and HPC Conditions of approval.

**PROJECT NAME:** OLD TOWN



# Growth Management Application Update Report

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## Active Cases

### Certificate of Appropriateness

COFA-03-21-015160	03/31/2021	5 MARIANNA WAY WAY	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Court Atkins Architects Inc

**Owner:** Herkus, LLC

**PLAN DESCRIPTION:** A request by Court Atkins Architects, Inc., on behalf of the owners, Herkus, LLC, for review of a Certificate of Appropriateness to allow the construction of a town and a half-story mixed use building of approximately 5,423 SF located at 5 Marianna Way, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.  
STATUS 4-1-2021: The application is currently being reviewed by Staff for conformance with the Unified Development Ordinance (UDO), Traditional Construction Patterns, and any development plans associated with the parcel and is scheduled for review by the HPRC at the April 19, 2021 meeting.  
STATUS 7-28-2021: The Application was approved with conditions at the June 6, 2021 HPC meeting. Staff is awaiting resubmitted materials addressing HPC conditions.

**PROJECT NAME:** OLD TOWN

COFA-02-21-015048	02/25/2021	45 VERDIER COVE RD ROAD	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Pearce Scott Architects

**Owner:** Erik & Paige Blechinger

**PLAN DESCRIPTION:** A request Pearce Scott Architects, on behalf of the owners, Erik and Paige Blechinger, for review of a Certificate of Appropriateness to allow the construction of a new one and a half-story single-family residence of approximately 3,008 SF and a Carriage House of approximately 1,195 SF located at 43 and 45 Verdier Cove Road, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.  
STATUS 3-23-2021: The application was reviewed at the March 22, 2021 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-10-22-017359	10/31/2022	47 STOCK FARM RD	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Webb Construction Inc - USE THIS ACCOUNT

**Owner:** Gilbert Carter

**PLAN DESCRIPTION:** A request by Webb Construction, on behalf of the owners, Gilbert and Mary Reid Carter, for review of a Certificate of Appropriateness - HD to enclose the existing front porch for the addition of 297 SF on the existing residential structure located at 47 Stock Farm Road in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.  
  
STATUS: The Application is under review and is slated for the February 27, 2022 agenda of the HPRC.  
3.1.2023 STATUS: The Application was heard at the 2/27/23 meeting of the HPRC where comments were provided to the Applicant. Awaiting Final Submittal addressing comments.

**PROJECT NAME:** OLD TOWN





# Growth Management Application Update Report

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Active Cases					
Certificate of Appropriateness					
COFA-06-23-018105	06/01/2023	7 BLUE CRAB STREET	Certificate of Appropriateness	Active	Katie Peterson
Applicant: Ernest & Andrea Suozzi		Owner: Ernest & Andrea Suozzi			
PLAN DESCRIPTION: A request by Ernie and Andrea Suozzi for the review of a Certificate of Appropriateness - HD for the construction of a new 2-story single-family structure of approximately 2,304 SF, and Carriage House of approximately 720 SF, located at 7 Blue Crab Street, in the Old Town Bluffton Historic District, identified as Lot 24 of the Tabby Roads development and zoned Neighborhood General-HD.					
STATUS: The Application has been placed on the 6/26/2023 HPRC Agenda.					
PROJECT NAME:		TABBY ROADS PHASE 1			
COFA-03-23-017752	03/09/2023	58 PRITCHARD	Certificate of Appropriateness	Active	Katie Peterson
Applicant: Shifting Tides, LLC		Owner: Shifting Tides, LLC			
PLAN DESCRIPTION: A request by Andrew Pietz, on behalf of the owner, Shifting Tides LLC, for review of a Certificate of Appropriateness - HD for a proposed 1.5-story single family residential structure of approximately 3,291 SF and Carriage House of approximately 484 SF to be located at 58 Pritchard Street, in the Old Town Bluffton Historic District and zoned Neighborhood General- HD.					
Status: The application is being reviewed by HPRC members and will be palced on the April 4, 2023 HPRC Agenda.					
STATUS 5/12/2023: A final application has been submitted and it is slated to be heard by the HPC at the June 7, 2023 meeting.					
PROJECT NAME:		OLD TOWN			
COFA-06-23-018141	06/07/2023	1268 MAY RIVER ROAD	Certificate of Appropriateness	Active	Katie Peterson
Applicant: Shifting Tides, LLC		Owner: May River Project LLC			
PLAN DESCRIPTION: contributing structure 1323 sf ancillary CMY building 475 Sf					
PROJECT NAME:		OLD TOWN			



# Growth Management Application Update Report

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

### Certificate of Appropriateness

COFA-01-21-014894	01/11/2021	10 MARIANNA WAY WAY	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Court Atkins Architects, Inc.

**Owner:** Herkus, LLC

**PLAN DESCRIPTION:** A request by Court Atkins Architects, on behalf of the owner, Herkus, LLC, for review of a Certificate of Appropriateness to allow the construction of a new 2 1/2 -story multifamily residential building of approximately 5,328 SF located at 10 Marianna Way, Building 5 in the Old Village Square development, in the Old Town Bluffton Historic District and zoned Neighborhood General – HD.  
STATUS [1-12-2021]: The application received 1-11-2021 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 1-20-2021 meeting. Please note all comments provided at this meeting reflect the 1-11 submittal and do not take into consideration the revised drawings submitted 1-19-2021.  
STATUS [5-5-2021]: Revised drawings were submitted, stamped and approved. See Attached approval Letter.

**PROJECT NAME:** OLD TOWN

COFA-03-23-017840	03/29/2023	130 PRITCHARD STREET	Certificate of Appropriateness	Active	Katie Peterson
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**Applicant:** Manuel Studio, LLC

**Owner:** George and Lillian Heyward

**PLAN DESCRIPTION:** A request by Ansley Hester Manuel, Architect, on behalf of the owners, George and Lillian Heyward, for review of a Certificate of Appropriateness - HD to allow the renovation of the Contributing Resource known as the Heyward Cottage, including the addition of approximately 230 SF to the 2187 SF, 1-story single family residential structure of located at 130 Pritchard Street, in the Old Town Bluffton Historic District and zoned Riverfront Edge- HD.  
The Application was heard at the April 24, 2023 meeting of the HPRC where comments were provided to the Applicant.  
STATUS 6.9.23: The Final Application is slated to be heard at the 7.5.2023 meeting of the HPC.

**PROJECT NAME:** OLD TOWN

**Total Certificate of Appropriateness Cases: 19**

### Designation of a Contributing Resource

### Designation of a Contributing Resource



# Growth Management Application Update Report

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

### Designation of a Contributing Resource

DCR-06-23-018161      06/13/2023      9 BRUIN ROAD      Designation of a Contributing Resource      Active      Glen Umberger

**Applicant:** Eugene Marks      **Owner:** Eugene Marks

**PLAN DESCRIPTION:** Request to Remove a Contributing Resource and Amend the Town of Bluffton Contributing Resources Map; Will schedule for HPC August 2, 2023 meeting for recommendation to Town Council to have the Resource removed from the Map; will schedule for Town Council September meeting

**PROJECT NAME:** OLD TOWN

Total Designation of a Contributing Resource Cases: 1

### Development Plan

#### Development Plan

DP-10-22-017324      10/17/2022      Development Plan      Active      Dan Frazier

**Applicant:** Reed Commercial Ventures      **Owner:** Reed Commercial Ventures

**PLAN DESCRIPTION:** A request by the applicant and property owner, Jake Reed of University Investments, LLC for approval of a preliminary development plan. The project consists of the construction of a +/-9,500 sq. ft. office building and associated access, parking, and utilities. The property is zoned Buckwalter PUD and consists of approximately 1.6 acres, identified by tax map number R610-029-000-0613-0000 and located within the Parcel 10-D / Raider Drive Master Plan.  
STATUS: Staff comments were reviewed at the November 23, 2022, meeting of the DRC.  
STATUS: The preliminary development plan was approved with conditions at the January 25, 2023, Planning Commission meeting. Awaiting final development plan submittal.

**PROJECT NAME:**



# Growth Management Application Update Report

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## Active Cases

### Development Plan

DP-07-22-016969 07/14/2022 Development Plan Active Dan Frazier

**Applicant:** 814 Acquisitions LLC/814 CRE, LLC **Owner:** DR Horton Inc

**PLAN DESCRIPTION:** A request by 814 Services, LLC for approval of a preliminary development plan application. The project proposes the construction of a +/-12,130 sq. ft. childcare facility. The property is zoned Jones Estate Planned Unit Development and consists of approximately a 1.50-acre portion of tax map number R614 028 000 5215 0000 located at the intersection of Mill Creek Boulevard and Okatie Highway within the Cypress Ridge Master Plan.

STATUS 8-17-22: Comments on the Preliminary Development Plan were provided at the August 17, 2022, meeting of the DRC.

STATUS: The preliminary development plan was approved with conditions at the November 16, 2022, Planning Commission meeting.

STATUS: Comments on the Final Development Plan will be heard at the May 10, 2023, meeting of the DRC.

**PROJECT NAME:**



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## Active Cases

### Development Plan

DP-01-21-014870	01/04/2021	2 PARKSIDE DR DRIVE	Development Plan	Active	William Howard
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**Applicant:** Loftin-Moore, LLC

**Owner:** Parcel C5 LLC

**PLAN DESCRIPTION:** A request by Kelly Little of Loftin-Moore, LLC on behalf of Parcel C5, LLC for approval of a preliminary development plan. The project consists of the construction of a restaurant and retail space with an outdoor pavilion. The property is zoned Buckwalter PUD and consists of approximately 12.9 acres identified by tax map number R610 022 000 1073 0000 located at 2 Parkside Drive.

STATUS Feb. 4, 2021: Staff comments were provided at the Feb. 3 meeting of the DRC.

STATUS March 25, 2021: The application was reviewed at the March 24 meeting of the Planning Commission. The Application is Approved with the following conditions per the Planning Commission:

1. At the time of Final Development Plan, the Applicant shall provide the final sound analysis report. Any additional recommendations provided in the final sound analysis shall be incorporated into the Final Development Plan.
2. The Applicant shall coordinate construction efforts with Beaufort County Traffic Engineering for all improvements required by the Traffic Signal Warrant Study and Encroachment Permit for the access intersections with Buckwalter Parkway.
3. At the time of Final Development Plan, provide a letter of support for the project from the Woodbridge Property Owners Association.
4. Presentation of the Final Development Plan to the Planning Commission is required to ensure the Conditions of Approval for the Preliminary Plan have been satisfied.

STATUS April 29, 2021: The Planning Commission voted to amend the conditions of approval to eliminate the following conditions:

\* At the time of Final Development Plan, provide a letter of support for the project from the Woodbridge Property Owners Association.

\* Presentation of the Final Development Plan to the Planning Commission is required to ensure the Conditions of Approval for the Preliminary Plan have been satisfied.

Awaiting submittal of the Final Development Plan.

STATUS UPDATE Nov. 29, 2021: The Final Plan was reviewed at the Nov. 22 meeting of the DRC. The Final Plan is APPROVED with the following condition:

1. No Final Certificate of Construction Compliance shall be issued until sufficient lighting has been provided for the entertainment pavilion and associated pedestrian walkways.
2. The traffic signal, in a location approved by Beaufort County per the traffic signal warrant study, shall be installed and functioning prior to the issuance of the Certificate of Construction Compliance.

**PROJECT NAME:** Buckwalter



# Growth Management Application Update Report

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Active Cases					
Development Plan					
DP-02-22-016354	02/07/2022	150 PARKSIDE COMMONS	Development Plan	Active	Dan Frazier
Applicant: AVTEX Commercial Properties, INC		Owner: MFH LAND, LLC			
<p><b>PLAN DESCRIPTION:</b> A request by Ryan Robinson of Refuel Operating Company, LLC for approval of a preliminary development plan application. The project consists of a Refuel store and carwash. The property is zoned New Riverside Planned Unit Development and consists of approximately 1.58 acres identified by tax map number R610 036 000 3713 0000 located along New Riverside Village Way and Parkside Commons within the New Riverside Village Master Plan.</p> <p>STATUS: Staff comments on the Preliminary Development Plan were reviewed at the March 16, 2022 meeting of the DRC. Awaiting re-submittal to address comments.</p> <p>STATUS: The applicant resubmitted on May 26, 2022.</p> <p>STATUS: Staff comments on the Preliminary Development Plan were reviewed at the June 29, 2022 meeting of the DRC.</p> <p>STATUS: The Applicant resubmitted on July 7, 2022.</p> <p>STATUS: The application was approved with conditions at the July 27, 2022, Planning Commission meeting.</p> <p>STATUS: Comments on the Final Development Plan will be heard at the May 10, 2023, meeting of the DRC.</p>					
PROJECT NAME:		NEW RIVERSIDE VILLAGE			
DP-05-23-018081	05/23/2023		Development Plan	Active	Dan Frazier
Applicant: Sturre Design & Development, LLC		Owner:			
<p><b>PLAN DESCRIPTION:</b> A request by Jen Townsley of Palmetto Coastal Landscaping, on behalf of Hampton Lake Community Association, Inc., for the approval of a preliminary Development Plan. The project proposes to construct an enclosed storage area including a gravel storage yard, gravel access drive, stormwater BMP, and water service to utilize as vehicle and equipment storage for landscaping operations. The property is zoned Buckwalter PUD and consists of approximately 10.9 acres, identified by tax map number R614-029-000-1985-0000 located on Parklands Drive within the Hampton Lake Master Plan.</p> <p>STATUS: Staff comments will be heard at the June 28, 2023, meeting of the DRC.</p>					
PROJECT NAME:					



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## Active Cases

### Development Plan

DP-08-22-017074	08/12/2022		Development Plan	Active	Dan Frazier
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**Applicant:** Thomas & Hutton

**Owner:**

**PLAN DESCRIPTION:** A request by Michael Hughes of Thomas & Hutton on behalf of May River Forest, LLC for approval of a development plan. The project consists of the general clearing, installation of utilities, drainage, grading and paving for +/- 5 miles of Old Anson Road beginning near the intersection of Old Moreland Road and Big House Landing Road and terminating on Big House Island near the Anson Marina. The property is zoned Palmetto Bluff PUD and consists of approximately 110.0 acres identified by tax map numbers R614 046 000 0062 0000, R614 052 000 0059 0000, R614 045 000 0024 0000, R614 045 000 0026 0000, and R614 057 000 0001 0000 located within the Palmetto Bluff Master Plan.

STATUS: Staff comments were reviewed at the September 14, 2022 meeting of the DRC.

STATUS: The final development plan application was submitted on May 19, 2023. Comments on the FDP submittal will be reviewed at the June 28, 2023, meeting of the DRC.

#### PROJECT NAME:

DP-10-22-017341	10/21/2022	110 PALMETTO BLUFF ROAD	Development Plan	Active	Dan Frazier
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**Applicant:** Thomas & Hutton

**Owner:** Cleland Site Prep

**PLAN DESCRIPTION:** A request by John Paul Moore of Thomas & Hutton on behalf of Pritchard Farm, LLC for approval of a development plan. The project consists of 10 single family residential lots, open space, and associated infrastructure. The property is zoned New Riverside Planned Unit Development and consists of approximately 38 acres identified by tax map numbers R610 044 000 0136 0000, R610 044 000 0141 0000, R600 045 000 0001 0000, R610 044 000 0002 0000, R614 045 000 0052 0000, R614 045 000 0578 0000 and R600 045 000 0012 0000 located within Parcel 9 of the New Riverside Concept Master Plan.

STATUS UPDATE: Staff comments on the preliminary development plan were heard at the November 30, 2022 meeting of the DRC. Awaiting final development plan submittal.

#### PROJECT NAME:

DP-03-23-017841	03/29/2023		Development Plan	Active	Dan Frazier
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**Applicant:** Thomas and Hutton

**Owner:** University Investments, LLC \*

**PLAN DESCRIPTION:** A request by Nathan Long of Thomas & Hutton on behalf of Jake Reed of University Investments, LLC for approval of a preliminary development plan. The project proposes partial wetland filling of approximately 0.56 acres to allow crossings for future road alignments. The properties are zoned Buckwalter Planned Unit Development and consists of approximately 58.0 acres identified by tax map numbers R610 029 000 0611 0000, R610 029 000 2343 0000, R610 029 000 2344 0000, and R610 029 000 1721 0000 not currently included in a master plan.

Status: Staff comments will be reviewed at the May 17, 2023, meeting of the DRC.

#### PROJECT NAME:





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

### Development Plan

DP-07-22-016977	07/15/2022		Development Plan	Active	Dan Frazier
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**Applicant:** Thomas & Hutton

**Owner:**

**PLAN DESCRIPTION:** A request by Drew Lonker of Thomas & Hutton, on behalf of May River Forest, LLC, for approval of a development plan application. The project consists of the construction of a 9-hole golf course, including general clearing, gravel parking, storm drainage infrastructure, grading and the expansion of the existing Inland Waterway (Lagoon 21). The property is zoned Palmetto Bluff Planned Unit Development and consists of +/- 100 acres identified by tax map numbers R614 057 000 0001 0000, R614 057 000 0002 0000, and R614 045 000 0024 0000, located west of Block M3 along the existing waterway.

STATUS: The preliminary plans were reviewed at the 8/17/22 meeting of the DRC. Awaiting final development plan submittal.

STATUS: Staff comments on the final development plan were reviewed at the December 28, 2022 meeting of the DRC. The FDP submittal was a major modification from the approved SWP, requiring resubmittal of a new SWP. Awaiting final development plan re-submittal.

**PROJECT NAME:** Palmetto Bluff

DP-07-22-017024	07/28/2022	255 NEW RIVERSIDE VILLAGE WAY	Development Plan	Active	Dan Frazier
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**Applicant:** Core States Group

**Owner:** Solomon Property Holdings SC

**PLAN DESCRIPTION:** A request by Brian Searcy of Core States Group on behalf of the property owner, Solomon Property Holdings SC, LLC for approval of a preliminary development plan application. The project consists of a two-story, 15,000 sq. ft. medical office building and supporting parking. The property is zoned New Riverside Planned Unit Development and consists of approximately 1.56 acres identified by tax map number R610 036 000 3214 0000 located along New Riverside Village Way and Parkside Commons within the New Riverside Village Master Plan.

STATUS: Staff comments on the Preliminary Development Plan were reviewed at the August 31, 2022 meeting of the DRC.

STATUS: The Applicant resubmitted on October 24, 2022.

STATUS: The preliminary development plan was approved with conditions at the November 16, 2022, Planning Commission meeting.

STATUS: The COFA-HCOD was approved with conditions at the December 14, 2022, Planning Commission meeting. Awaiting Final Development Plan submittal.

**PROJECT NAME:**



# Growth Management Application Update Report

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## Active Cases

### Development Plan

DP-07-21-015654	07/27/2021		Development Plan	Active	Jordan Holloway
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**Applicant:** EMC Engineering Services, Inc.

**Owner:** Hlyer Ground Veterinary Service, Inc.

**PLAN DESCRIPTION:** The proposed development, Lot 6, will have a two-story veterinary office building for a total of 9000 sf (4500 sf each floor). Parking will be provided on-site. Dumpster to be provided on-site. Water and sewer will be provided by BJWSA. Utilities appear to be stubbed out to the site and site looks to be pad ready. Access will be provided off Buckwalter Place Blvd. The parcel has 2 existing curb cuts. One will be utilized and the other will have to be relocated to work better with the site plan. See attached site plan. Detention will be provided off-site on adjacent parcel 7 in an existing detention pond that was planned previously for this parcel. The Preliminary Plan will be presented to the Planning Commission on Oct 27, 2021.  
STATUS 05-09-2022: This item was approved at the 10-27-21 Planning Commission meeting. Awaiting Final Plan submittal documents.

**PROJECT NAME:**

DP-04-22-016574	04/07/2022	58 CALHOUN ST	Development Plan	Active	Dan Frazier
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**Applicant:** Ward Edwards, Inc. - USE THIS ACCOUNT

**Owner:** May River Montessori

**PLAN DESCRIPTION:** A request by Conor Blaney of Ward Edwards Engineering, on behalf of May River Montessori, Inc., for approval of a preliminary development plan. The project consists of the construction of a new classroom building adjacent to the existing May River Montessori facility. The property is zoned Neighborhood Center Historic District (NCE-HD) and consists of approximately 0.65 acres identified by tax map number R610 039 00A 0123 0000 located at 58 Calhoun Street.  
STATUS: Development plan comments were reviewed at the 5/11/22 meeting of the DRC.  
STATUS: At the June 22, 2022, Planning Commission meeting, the applicant requested "withdrawal of the application to provide additional information".  
STATUS: The Applicant resubmitted on July 28, 2022.  
STATUS: The preliminary development plan was approved with conditions at the September 28, 2022, Planning Commission meeting.  
STATUS: Staff comments on the final development plan were heard at the February 1, 2023 meeting of the DRC. Awaiting resubmittal.

**PROJECT NAME:** OLD TOWN



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## Active Cases

### Development Plan

DP-08-22-017076	08/15/2022		Development Plan	Active	Dan Frazier
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**Applicant:** Dan Keefer **Owner:** Charlie and Brown

**PLAN DESCRIPTION:** A request by Dan Keefer of Witmer Jones Keefer, Ltd, on behalf of the property owner, Charlie and Brown, LLC for approval of a preliminary development plan. The project consists of the construction of a +/-20,000 sq. ft. two-story Clubhouse and 5 buildings divided into +/- 31 high-end garage condominium units. The property is zoned Village at Verdier PUD and consists of approximately 5.00 acres, identified by tax map number R610-021-000-0808-0000 and located on Highway 170 approximately 1,200 feet south of Seagrass Station Road.

STATUS 9-14-22: Staff courtesy review comments were reviewed at the September 21 meeting of the DRC.

STATUS: Staff comments will be reviewed at the June 21, 2023 meeting of the DRC.

#### PROJECT NAME:

DP-09-22-017188	09/13/2022		Development Plan	Active	Dan Frazier
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**Applicant:** Witmer Jones Keefer Ltd. **Owner:**

**PLAN DESCRIPTION:** A request by Carey Levow of Crowne at Buck Island, Limited Partnership on behalf of the property owner, Buck Island Partners, LLC for approval of a preliminary development plan application. The project consists of an apartment complex containing 4 proposed 4 story multi-family buildings and associated open space, amenities, parking, and stormwater management. The property is zoned Light Industrial and consists of approximately 10.11 acres identified by tax map number R610 039 000 0180 0000 located at 412 Buck Island Road.

STATUS: Staff comments on the preliminary development plan were reviewed at the October 19, 2022 meeting of the DRC.

STATUS: The Applicant resubmitted on November 14, 2022.

STATUS: The Preliminary Development Plan was approved at the December 14, 2022, Planning Commission. Awaiting Final Development Plan submittal,

**PROJECT NAME:** BUCK ISLAND/SIMMONSVILLE



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Active Cases					
Development Plan					
DP-11-22-017440	11/29/2022	1268 MAY RIVER RD	Development Plan	Active	Dan Frazier
Applicant: Sturre Design & Development, LLC		Owner: May River Project LLC			
<p><b>PLAN DESCRIPTION:</b> A request by Nathan Sturre of Sturre Engineering on behalf of the property owner, May River Project, LLC for approval of a preliminary development plan application. The project proposes the construction of a concrete apron, gravel access drive, gravel parking spaces and a concrete van accessible ADA space to accommodate conversion of the site use from residential to commercial. The property is zoned Neighborhood General – Historic District (NG-HD), consists of approximately 0.7 acres identified by tax map number R610 039 00A 0147 0000, and is located on the south side of May River Road.</p> <p>STATUS: Staff comments on the preliminary development plan were reviewed at the December 28, 2022 meeting of the DRC.</p> <p>STATUS: The applicant provided a resubmittal on February 20, 2023. The resubmittal represents a substantial modification from the original preliminary development plan request. Staff comments on the revised preliminary development plan were heard at the March 22, 2023 meeting of the DRC.</p> <p>STATUS: The preliminary development plan is scheduled to be heard at the April 26, 2023, Planning Commission meeting.</p>					
PROJECT NAME:		OLD TOWN			
DP-05-19-013149	05/09/2019	335 BUCKWALTER PKWY	Development Plan	Active	Jordan Holloway
Applicant: Ryan Lyle PE		Owner: St. Andrew by the Sea			
<p><b>PLAN DESCRIPTION:</b> 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 &amp; R610 030 000 0513 0000.</p> <p>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.</p> <p>STATUS 10/23/2019: The Preliminary Development Plan was resubmitted and will be placed on the November 6, 2019 DRC agenda.</p> <p>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.</p> <p>STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.</p> <p>STATUS 04/23/2020: The Applicant has confirmed they intend to proceed with Development Plan Approval and will be re-submitting applications accordingly.</p> <p>STATUS 07/28/2021: The Preliminary Plan is approved by the DRC and will be presented to the Planning COMmission August 24 for approval.</p> <p>STATUS 10/04/2021: The Plan Preliminary Plan was APPROVED by the Planning Commission. Awaiting Final Development Plan.</p>					
PROJECT NAME:		Buckwalter			



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## Active Cases

### Development Plan

DP-02-23-017687	02/15/2023		Development Plan	Active	Dan Frazier
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**Applicant:** G3 Engineering & Surveying LLC

**Owner:** Vaquero Bluffton Parters

**PLAN DESCRIPTION:** A request by G3 Engineering & Surveying, LLC on behalf of the property owner, Vaquero Bluffton Partners, LP for approval of a preliminary development plan application. The project proposes a 2,500 SF commercial building to serve as a Starbucks coffeehouse. The property is zoned Buckwalter Planned Unit Development and consists of 1.03 acres identified by tax map number R614 022 000 1131 0000 located within the Berkeley Place Parcel C4 Master Plan and the Washington Square Development Plan.  
STATUS: Staff comments on the preliminary development plan were reviewed at the March 22, 2023 meeting of the DRC.  
STATUS: The preliminary development plan is scheduled to be heard at the April 26, 2023, Planning Commission meeting.

**PROJECT NAME:** WASHINGTON SQUARE

DP-09-22-017236	09/28/2022	315 GIBBET ROAD	Development Plan	Active	Dan Frazier
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**Applicant:** Amsdell Companies

**Owner:** MFF Enterprises

**PLAN DESCRIPTION:** A request by Jonathan Steele of Compass TPC, LLC, on behalf of the property owner, Marilyn Faulkner of MFF Enterprises, LLC, for approval of a preliminary development plan application. The project consists of two 2-story climate-controlled storage buildings totaling 113,544 square feet including a retail sales/rental office and incidental truck rentals. The property is zoned Jones Estate PUD and consists of approximately 3.21 acres identified by tax map numbers R610-036-000-0458-0000 and R610-036-000-0459-0000 and located at the intersection of Gibbet Road and Highway 170 within the Palmetto Point Commercial Master Plan.

STATUS: Staff comments were reviewed at the November 2, 2022, meeting of the DRC.

STATUS: Preliminary development plans were resubmitted and staff comments were heard at the January 11, 2023 meeting of the DRC.

STATUS: The preliminary development plan was approved at the February 22, 2023, Planning Commission meeting. Awaiting final development plan submittal.

**PROJECT NAME:** PALMETTO POINTE COMMERCIAL



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## Active Cases

### Development Plan

DP-11-22-017433	11/28/2022	8241 PINELLAS DRIVE	Development Plan	Active	Dan Frazier
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**Applicant:** Moore Civil Consultants, Inc.

**Owner:**

**PLAN DESCRIPTION:** A request by Jared Thompson of Moore Civil Consulting, Inc., on behalf of the property owner Ken Toskey for approval of a preliminary development plan. The project consists of the construction of three office buildings totaling 12,600 S.F., associated driveways, parking areas, and bioretention areas. The property is zoned Buckwalter Planned Unit Development and consists of approximately 1.5 acres identified by tax map numbers R610 022 000 1143 0000 located within the Buckwalter Commons Phase 1 Master Plan.

STATUS: Staff comments on the preliminary development plan were reviewed at the January 4, 2023 meeting of the DRC.

STATUS: The preliminary development plan was approved at the February 22, 2023, Planning Commission meeting. Awaiting final development plan submittal.

**PROJECT NAME:** PARCEL C2-E BUCKWALTER PLAZA

DP-03-23-017822	03/23/2023		Development Plan	Active	Dan Frazier
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**Applicant:** Thomas & Hutton - USE THIS ACCOUNT

**Owner:** Khovnanian Homes

**PLAN DESCRIPTION:** A request by Mike Hughes of Thomas & Hutton on behalf of Jack McSweeney of K. Hovnanian Homes for approval of a preliminary development plan. The project consists of 51 single family residential lots, open space, and associated infrastructure. The property is zoned Jones Estate Planned Unit Development and consists of approximately 22.0 acres identified by tax map numbers R614 028 000 0002 0000 located within the Cypress Ridge Master Plan.

STATUS: Comments on the preliminary development plan were reviewed at the April 26, 2023, meeting of the DRC.

STATUS 5/22/23: The Preliminary Development Plan resubmitted on May 8, 2023, is APPROVED.

**PROJECT NAME:** Four Seasons at Carolina Oaks



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## Active Cases

### Development Plan

DP-06-22-016804	06/01/2022	6201 JENNIFER CT	Development Plan	Active	Dan Frazier
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**Applicant:** Witmer-Jones-Keefer, Ltd.

**Owner:** Michael Bradley Holdings, LLC

**PLAN DESCRIPTION:** A request by Witmer Jones Keefer, Ltd for approval of a preliminary development plan application. The project proposes the construction of a ±50,000 SF two-story building that includes a +/-20,000 square foot production brewery, and a +/-30,000 square foot space allocated to restaurant tenants, retail tenants, business offices, and a tasting room. The property is zoned Neighborhood Core (NC), identified by tax map numbers R610 039 000 0021 0000, R610 039 000 0756 0000, and R610 039 000 0757 0000 and located on three existing lots on Jennifer Court at the intersection of Buck Island Road and May River Road.

STATUS UPDATE: Staff comments were heard at the July 6 meeting of the DRC.

STATUS UPDATE: The application was approved with conditions at the August 24, 2022, Planning Commission meeting.

STATUS UPDATE: Staff comments on the final development plan were heard at the November 30, 2022 meeting of the DRC. Awaiting resubmittal.

**PROJECT NAME:** BUCK ISLAND/SIMMONSVILLE

DP-05-23-018058	05/16/2023	395E PARKSIDE COMMONS	Development Plan	Active	Dan Frazier
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**Applicant:** Ward Edwards, Inc. - USE THIS ACCOUNT

**Owner:**

**PLAN DESCRIPTION:** A request by Conor Blaney of Ward Edwards Engineering on behalf of Lee Lucier of The Richardson Group LLC for approval of a preliminary development plan application. The applicant proposes to develop 4 commercial buildings, totaling approximately 16,000 SF, and supporting infrastructure. The properties are zoned New Riverside Planned Unit Development and consists of approximately 2.77 acres identified by tax map numbers R610 036 000 3710 0000 and R610 036 000 3712 0000 located along Parkside Commons within the New Riverside Village Master Plan.

STATUS: Staff comments will be reviewed at the June 21, 2023 meeting of the DRC.

**PROJECT NAME:**





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## Active Cases

### Development Plan

DP-10-22-017335	10/19/2022	3E HAMPTON LAKE DRIVE	Development Plan	Active	Dan Frazier
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**Applicant:** Witmer Jones Keefer

**Owner:** Pacific Pointe Partners

**PLAN DESCRIPTION:** A request by Caleb King of Witmer Jones Keefer, Ltd. on behalf of the property owner, University Investments, LLC for approval of a preliminary development plan. The project proposes the construction of two 3-story buildings totaling 10,000 sq. ft. each, one single-story building of 6,730 sq. ft., and the associated access, parking, and utilities to serve the buildings. The property is zoned Buckwalter PUD and consists of approximately 5.31 acres, identified by tax map numbers R614-029-000-0784-0000 and R614-029-000-0485-0000 located within the Brightwater at Hampton Lake Master Plan and the Hampton Lake Master Plan.  
STATUS: Staff comments were reviewed at the November 23, 2022, meeting of the DRC.  
STATUS: The preliminary development plan was approved at the February 22, 2023, Planning Commission meeting. Awaiting final development plan submittal.

**PROJECT NAME:** HAMPTON LAKE

DP-01-23-017570	01/17/2023		Development Plan	Active	Dan Frazier
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**Applicant:** Thomas & Hutton - USE THIS ACCOUNT

**Owner:** Pioneer Land & Timber LLC

**PLAN DESCRIPTION:** A request by Patterson Farmer of Pulte Home Company on behalf of the property owner Pioneer Land & Timber, LLC for approval of a preliminary development plan. The project consists of 97 single family residential lots, open space, and associated infrastructure. The property is zoned New Riverside Planned Unit Development and consists of approximately 59 acres identified by tax map number R610 044 000 0012 0000 located within the Midpoint of New Riverside Concept Master Plan.  
STATUS UPDATE: Comments for this item were heard at the March 15, 2023 meeting of the DRC. Awaiting final development plan submittal.

**PROJECT NAME:** MIDPOINT AT NEW RIVERSIDE

### Preliminary Development Plan



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## Active Cases

### Development Plan

DP-01-20-013887 01/21/2020 3702 OKATIE HWY Development Plan Active Dan Frazier

**Applicant:** Thomas & Hutton

**Owner:** K. Hovnanian Homes of SC, LLC - USE THIS ACCOUNT

**PLAN DESCRIPTION:** 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 10/08/2020: The Final Plan was reviewed at the Oct 7, 2020 meeting of the DRC. A re-submittal of the lighting/landscape plan is required for Final Approval.  
STATUS 11/02/2020: The Final Development Plan is APPROVED.  
STATUS 4/6/23: Development Plan Amendment submitted to update Lighting and Landscape Plans.  
STATUS 4/11/23: The Development Plan Amendment is APPROVED.

**PROJECT NAME:** Four Seasons at Carolina Oaks

Total Development Plan Cases: 25

### Development Plan Amendment

#### NA

DPA-09-22-017226 09/23/2022 Development Plan Amendment Active Jordan Holloway

**Applicant:** Tabby Road HOA

**Owner:** Tabby Road HOA

**PLAN DESCRIPTION:** A request by Tabby Roads HOA for approval of a development plan amendment application. The project consists of closing the Tabby Shell Road entrance from Burnt Church Road. The property is identified by tax map number R610 039 000 1235 0000 and is zoned Neighborhood General -HD.

Status: This item is on the October 26, 2022 DRC Meeting agenda.

Status 11-29-22: Revisions are required. Waiting on revisions to be submitted.

Status 1-9-23: Plans have been conditionally approved by the Town of Bluffton. The Town requires approval from SCDOT and BJWSA for the road closing prior to issuing Final Approval. SCDOT has issued their encroachment permit. Waiting on BJWSA approval.

**PROJECT NAME:** TABBY ROADS PHASE 1



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## Active Cases

Total Development Plan Amendment Cases: 1

### Exempt Plat

#### NA

EP-06-23-018177 06/20/2023 81 SHULTS ROAD Exempt Plat Active Jordan Holloway

**Applicant:** Henry Recarte

**Owner:** Henry Recarte

**PLAN DESCRIPTION:** Easement for BJWSA

**PROJECT NAME:** SHULTZ TRACT

Total Exempt Plat Cases: 1

### Master Plan

#### NA

MP-04-22-016566 04/06/2022 Master Plan Active Dan Frazier

**Applicant:** Village Park Communities, LLC

**Owner:** Village Park Communities, LLC

**PLAN DESCRIPTION:** A request by Dan Keefer of Witmer Jones Keefer, LTD, on behalf of Village Park Communities, LLC, for approval of Alston Park Phase 3 Master Plan. The project consists of a maximum of 76 dwelling units, park/open spaces and related infrastructure. The subject property, comprised of 2 parcels totaling approximately 63 acres, is identified by Beaufort County Tax Map numbers R610 035 000 0019 0000 and R610 035 000 0846 0000 and commonly referred to as New Riverside Parcel 5A South located within the New Riverside PUD.

STATUS: Initial Master Plan comments were reviewed at the 5/11/22 meeting of the DRC.

STATUS: The Initial Master Plan request received a recommendation of approval at the February 22, 2023, Planning Commission meeting. The request is tentatively scheduled to be heard at the August 8, 2023, Town Council meeting, pending an HOA Community Meeting.

**PROJECT NAME:** ALSTON PARK



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## Active Cases

Total Master Plan Cases: 1

### Master Plan Amendment

#### Major

MPA-01-23-017595 01/24/2023 Master Plan Amendment Active Dan Frazier

**Applicant:** Witmer Jones Keefer **Owner:** Millstone Ventures

**PLAN DESCRIPTION:** A request by Brian Witmer of Witmer Jones Keefer, Ltd, on behalf of Millstone Ventures, LLC, and with the approval of the property owner, Parcel 8A, LLC, for approval of a master plan amendment application. The Applicant proposes to amend the Buckwalter Crossroads Master Plan by adding an additional 21.92 acres that will include 16.02 acres of residential development and 5.9 acres of commercial development. The property is zoned Buckwalter PUD and consists of 21.92 acres located at the northeast corner of the intersection of SC Highway 170 and Gibbet Road.

STATUS: Comments for this application were heard at the March 1, 2023 meeting of the DRC.

STATUS: The application was re-submitted on April 25, 2023.

STATUS: The application was recommended for approval at the May 24, 2023 Planning Commission meeting.

**PROJECT NAME:** BUCKWALTER CROSSROADS

Total Master Plan Amendment Cases: 1

### Subdivision Plan

#### General



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Active Cases					
Subdivision Plan					
SUB-05-23-018045	05/10/2023	4355 BLUFFTON PARKWAY	Subdivision Plan	Active	Jordan Holloway
Applicant: Stefan Cap		Owner: One Bluff Park			
PLAN DESCRIPTION: A request by Stefan Cap on behalf of One Bluff Park, LLC for approval of a subdivision application. The project consists of creating two lots from the existing single lot. The property is identified by tax map number R610 031 000 0959 0000 and consists of 3 acres located at 4355 Bluffton Parkway. The property is zoned Schultz PUD within the Bluffton Park Master Planned area.					
Status: This item is on the June 14, 2023 DRC Meeting agenda.					
PROJECT NAME:		BLUFFTON PARK PHASE C-1			
SUB-03-21-015079	03/04/2021	32 HILDERBRAND	Subdivision Plan	Active	Jordan Holloway
Applicant: Alexander Graham		Owner: Alexander Graham			
PLAN DESCRIPTION: The applicant is requesting approval of a subdivision plan to divide a .50 acre lot into 2 - .25 acre parcels.					
Status: Comments were provided to the applicant and reviewed at the April 7, 2021 meeting of the DRC. Awaiting re-submittal to address comments.					
PROJECT NAME:		OLD TOWN			
SUB-09-21-015880	09/23/2021	100 GOETHE RD ROAD	Subdivision Plan	Active	Jordan Holloway
Applicant: Kathleen Duncan		Owner: LENNITT BLIGEN			
PLAN DESCRIPTION: Property owner us requesting a subdivision of the parcel into 3 parcels.					
This item is on the agenda for the October 27, 2021 DRC meeting.					
Per comments at the 10-27-21 DRC meeting, revisions will be required. Awaiting resubmittal.					
PROJECT NAME:		Schultz/Goethe			



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## Active Cases

### Subdivision Plan

SUB-04-23-017875	04/06/2023		Subdivision Plan	Active	Jordan Holloway
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**Applicant:** Brian Witmer

**Owner:** Todd Brown

**PLAN DESCRIPTION:** A request by Brian Witmer of Witmer Jones Keefer, Ltd., on behalf of Todd Brown for approval of a subdivision application. The project consists of creating three lots from the existing single lot. The property is identified by tax map number R610 039 000 0039 0000 and consists of .80 acres located at 124 Goethe Road. The property is zoned Residential General.

Status: This item is on the May 10, 2023 DRC Meeting agenda.

**PROJECT NAME:** SCHULTZ/GOETHE RD

SUB-04-23-017952	04/25/2023	42 WHARF STREET	Subdivision Plan	Active	Jordan Holloway
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**Applicant:** AIM Real Estate Management, Inc.

**Owner:** AIM Real Estate Management, Inc.

**PLAN DESCRIPTION:** A request by Kevin Quat on behalf of 44 Wharf LLC, for approval of a subdivision application. The project consists of creating two lots from the existing single lot. The property is identified by tax map number R610 039 00A 185A 0000 and consists of .32 acres located at 42 Wharf Street. The property is zoned Neighborhood General - HD.

Status: This item is on the May 31, 2023 DRC Meeting agenda.

**PROJECT NAME:** OLD TOWN

**Total Subdivision Plan Cases: 5**

### Zoning Action

### UDO Text Amendment



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## Active Cases

### Zoning Action

ZONE-03-18-011836 03/26/2018 Zoning Action Active Kevin Icard

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

**PLAN DESCRIPTION:** A request by the Unified Development Ordinance Administrator for consideration of revisions to the following sections of the Town of Bluffton's Municipal Code of Ordinances, Chapter 23, Unified Development Ordinance:

1.1.8 Activities That Do Not Constitute Development; 2.2 Establishment; 3.2 General Application Approval Process; 3.9 PUD Master Plan; 3.18 Certificate of Appropriateness – Historic District (HD); 3.19 Site Feature – Historic District (HD); 3.20.2 Applicability; 3.25 Designation of Contributing Structure; 3.26 Appeals; 4.4 Conditional Use Standards; 5.3.7 Specific Landscaping Standards; 5.15 Old Town Bluffton Historic District; 7.2.2. Illegal Nonconformities; 7.9 Nonconforming Sites Resulting from Right-Of-Way Dedication or Acquisition; 9.2 Definitions; 9.3 Interpretation of Dimensional Standards; and, 9.4 Description of Uses of Land and Buildings

STATUS: 1/29/2019 The Application was heard at the January 23, 2019 Planning Commission meeting where it was recommended for approval to Town Council with conditions related specifically to Public Projects, Minor and Major PUD Master Plans, Development Plans, requiring public notice for various projects and to include language related to appeals.

STATUS: 2/18/2019 The Application will be heard at the March 12th Town Council meeting.

STATUS: 5/28/2019 A portion of the text amendments were approved by Town Council at their March 12, meeting. Additional items will be presented to Town Council at a future date.

STATUS: 4/21/2020 Various UDO text amendments are being reviewed by Planning Commission, and Town Council over the coming months.

**PROJECT NAME:**

### Zoning Appeal

ZONE-05-23-017996 05/03/2023 9 BRUIN ROAD Zoning Action Active Dan Frazier

**Applicant:** Eugene Marks **Owner:** Eugene Marks

**PLAN DESCRIPTION:** administrative appeal - joiner house

**PROJECT NAME:** OLD TOWN

Total Zoning Action Cases: 2





# 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

Attachment

Section XI. Item #1.

Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr
			Total Active Cases: 56		
			Total Plan Cases: 56		

Lisa Sulka  
*Mayor*  


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Larry Toomer  
*Mayor Pro Tempore*  


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Stephen Steese  
*Town Manager*



*Council Members*  
Fred Hamilton  
Dan Wood  


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Bridgette Frazier  


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Marcia Hunter  
*Town Clerk*

**To:** Town Council  
**From:** Stephen Steese, Town Manager  
**Date:** July 11, 2023

### **Town Operations / Community Meetings**

- The Town Emergency Manager held hurricane preparedness training for all town staff.
- Town staff held the 2<sup>nd</sup> annual Juneteenth celebration at the Rotary Community Center. A short presentation on the meaning and origins of Juneteenth was followed by a lunch prepared by the Juneteenth Celebration Committee.
- Town staff met with the Lutzie 43 Foundation. The Town will no longer be affiliated with this foundation and will re-brand these efforts and the scholarship program.
- Town Staff held a mobile Town Hall at Hampton Hall. Approximately 50 people attended. It was a very positive meeting, and we received several comments on how knowledgeable and professional our team is.

### **Town Council / Town Attorney Related Meetings**

- Weekly Mayor / Mayor Pro Tempore / Town Manager meetings.
- Mayor Sulka and staff attended the SOLOCO meeting at the Rotary Community Center. There was an update on municipal growth boundaries from the City of Hardeeville and the Town of Bluffton. The committee discussed the goals of a new committee to study traffic, growth, and zoning designations along jurisdictional boundaries.
- Mayor and staff met with County staff regarding LATS priorities and how we can better partner and assist with completing projects.

### **Updates and Miscellaneous Information**

- The Town received a Aaa rating from Moody's Investor Services. The rating upgrade occurred June 22, 2023.
- Staff met with the County and surrounding jurisdictions regarding the new Tax Advisory Committee. Bluffton will get one representative to serve on the committee.
- Staff met with the Military Enhancement Committee (MEC) of the Beaufort Chamber. They would like Bluffton to have a representative on the community.