Regular Town Council Meeting

Tuesday, June 08, 2021 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.

PUBLIC COMMENT

Public comments will be received via conference line provided by the Town Clerk. All requests for public hearing or public comment will be accepted up to two (2) hours prior to the scheduled meeting start time.

I. Call to Order

II. Pledge of Allegiance

III. Invocation

IV. Adoption of the Agenda

V. Adoption of the Minutes

1. Special Meeting Minutes of April 26, 2021
2. Regular Meeting Minutes of May 11, 2021
3. Budget Workshop Meeting Minutes of May 18, 2021
4. Budget Workshop Meeting Minutes of May 25, 2021

VI. Presentations, Celebrations and Recognitions

1. Introduction of New Police Department Employees - Stephenie Price, Chief of Police
2. Beaufort County School District Character Student of the Month – Mayor Sulka
3. Juneteenth Proclamation - Mayor Sulka
4. Presentation of the Hilton Head Island Bluffton Chamber of Commerce FY22 DMO Marketing Plan - Ariana Pernice, Hilton Head Island Bluffton Chamber of Commerce

VII. Public Comment

VIII. Communications from Mayor and Council

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IX. Workshop Agenda Items

1. Discussion Relating to the Adaptive Reuse of Reclaimed Palmetto Trees Removed from Calhoun Street - Bryan McIlwee, Director of Engineering

X. Public Hearing & Final Reading

1. Consideration of an Ordinance Approving the Town of Bluffton Fiscal Year 2022 Proposed Consolidated Budget – Public Hearing and Final Reading - Chris Forster, Interim Town Manager

XI. Formal Agenda Items

1. Accommodations Tax Advisory Committee Funding Recommendations for Quarter Ending March 31, 2021 – Natalie Majorkiewicz, Treasury Manager
2. Consideration of a Resolution Memorializing the Watershed Management Building located at 1261 May River Road in Honor of the Legacy of Community Contributions and Public Service Rendered by Jennie Kitty -Lisa Cunningham, Interim Assistant Town Manager
3. Consideration of a Resolution Affirming the Use of Revenues Generated when the Local Option Sales Tax Approved by Voters of Beaufort County - Chris Forster, Interim Town Manager
4. Consideration of Proposed Contractual Agreement Related to the Construction of Buck Island/Simmonsville Phase 6A Sidewalks - Bryan McIlwee, Director of Engineering

XII. Consent Agenda Items

1. Monthly Department Reports: Police, Finance and Administration, Municipal Court, Engineering, Don Ryan Center for Innovation, and Growth Management
2. Town Manager Monthly Report
3. Consideration of an Intergovernmental Agreement Renewal between the Town of Bluffton and the Public Defenders Office - Chris Forster, Director of Finance
4. Consideration of Contractual Agreements Related to As-Needed, On-Call Surveying Services - Bryan McIlwee, Director of Engineering
5. Consideration of Master Service Agreements for As Needed, On-call Stormwater Consulting Services - Bryan McIlwee, Director of Engineering
6. 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, University of SC Beaufort for the Bluffton Ambassador Program and the Beaufort County School District for School Resource Officers and Crossing Guards – Chris Forster Director of Finance and Administration
7. Reconsideration of an Intergovernmental Agreement between Beaufort County and the Town of Bluffton for the Purpose of Imposition and Collection, at the Time of Issuance of a Building Permit, of School Development Impact Fees on all New Residential Development within The Town - Heather Colin, Director of Growth Management
8. COVID-19 Pandemic Update – Lee Levesque, Emergency Manager

XIII. 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. Contractual Matters Related to Financial Audit Services (Pursuant to SC Freedom of Information Act 30-4-70 [a][2])

XIV. Action from Executive Session

XV. Adjournment

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

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

**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. Public comment must not exceed three (3) minutes.*

BLUFFTON TOWN COUNCIL MEETING MINUTES

ELECTRONIC MEETING

April 26, 2021

Mayor Sulka called the meeting to order at 9:05 A.M. A quorum of Council members were present- Bridgette Frazier, and Dan Wood. Town Clerk Kimberly Chapman, and Human Resource Director Katherine Robinson were also present.

Let the record show that Mayor Pro Tempore Fred Hamilton and Councilmember Larry Toomer arrived shortly after the meeting began and before any agenda items on the agenda were discussed.

Adoption of the Agenda

Frazier made a motion to adopt the agenda as presented. Wood seconded. The motion carried unanimously.

Public Comment - Pertaining to Agenda Items Only

There were none.

Executive Session

1. Personnel Matters Related to the Hiring Process for the Position of Town Manager (Pursuant to SC Freedom of Information Act 30-4-70 [a][1])

2. Legal Advice Related to Personnel Matters (Pursuant to SC Freedom of Information Act 30-4-70 [a][1])

Wood made a motion to move into Executive Session at 9:07 AM to discuss the aforementioned items. Frazier seconded. The motion was unanimous.

Town Council exited Executive Session at 4:40 PM. No motions were made, and no votes were taken during Executive Session.

Frazier made a motion that Council authorize Town Attorney Terry Finger to offer the position of Town Manager for the Town of Bluffton to Stephen Steese at a base salary to be negotiated. Wood seconded. The motion carried unanimously.

Hamilton made a motion to adjourn 4:43 PM. Wood seconded. The motion carried unanimously.

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Lisa Sulka, Mayor Kimberly Chapman, Clerk

BLUFFTON TOWN COUNCIL MEETING MINUTES

May 11, 2021

Mayor Sulka called the meeting to order at 5 P.M. Council members present were Mayor Pro Tempore Fred Hamilton, Larry Toomer, Bridgette Frazier, and Dan Wood. Interim Town Manager Scott Marshall, Chief of Police Stephenie Price, Director of Engineering Bryan McIlwee, Director of Finance and Administration Chris Forster Director of Growth Management Heather Colin, Town Clerk Kimberly Chapman, and Town Attorney Terry Finger were also present.

The pledge and invocation were given by Councilman Toomer.

Adoption of the Agenda

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

Adoption of Minutes

Special Meeting Minutes of April 12, 2021

Frazier made a motion to approve the Special Meeting Minutes of April 12. 2021. Toomer seconded. The motion passed unanimously.

Special Meeting Minutes of April 13, 2021

Hamilton made a motion to approve the Special Meeting Minutes of April 13, 2021. Wood seconded. The motion passed unanimously.

Regular Meeting Minutes of April 13, 2021

Wood made a motion to approve the Regular Meeting Minutes of April 13, 2021. Frazier seconded. The motion passed unanimously.

Special Meeting Minutes of April 14, 2021

Toomer made a motion to approve the Special Meeting Minutes of April 14, 2021. Frazier seconded. The motion passed unanimously.

Presentations, Celebrations and Recognitions

Mayor Sulka acknowledged the Beaufort County School District Character Student of the Month – Milliee DeGraffenried. Millee is a student at MC Riley Elementary and was acknowledged for the character trait of "Self-Control".

Mayor Sulka acknowledged the Historic Preservation Month Proclamation and the Building Safety Month Proclamation. Sulka stated that the Town will hold the Historic Preservation Symposium on Thursday, May 27th at Town Hall.

Public Comment

Brian Quinn – Quinn spoke on behalf of the Hilton Head Home Builders Association and stated that on behalf of more than 450 building industry companies that live and

work throughout Beaufort, Hampton and Jasper counties we write to you to express our concerns regarding The Town of Bluffton entering into an Intergovernmental Agreement with Beaufort County for the purpose of collecting School Impact Fees on new residential development. Our focus in the Industry provides us great insight on market conditions and future homeowner trends economically.

The current new Homeowner is experiencing nearly $50,000 worth of additional expenses per home due to the economic impact of the COVID-19 lumber crisis. Furthermore, with the real estate housing boom, they are paying nearly 22% more for their lots. This net effect has the new homeowner stretched beyond their means and creates a tremendous strain on household "local business spending" and focuses those dollars to higher mortgage payments and property taxes. In many instances, we are seeing the current homebuyer with limited means being completely removed from the opportunity to build a new home due to all these added costs. To implement new impact fees on already rising costs will stifle employment, discourage development, and create an unfavorably larger reach to implement lower housing cost availability.

It is our belief that there are still too many unanswered questions with how these monies will be collected, managed, and distributed. South of the Broad will carry the burden while development North of the Broad are given priority without having to contribute to the impact fees. Housing trust funds will not be able to keep up the demand for paying for low-income housing Impact fees that, by rule, still need to be paid. Those dollars should go to affordable housing solutions; however, the fund will become indebted to the implementation of the actions of this IGA and counteractively end up only funding impact fees subsidies. We also see that Commercial projects will be exempt from impact fees per the responses sent by Eric Greenway. It is unacceptable that residential dwelling units are responsible for carrying the burden of school impact fees while commercial apartments, condominiums, extended stay residences, commercial townhomes and Multi-use buildings do not have any responsibility to the impacts of schools to the community due to their development.

We find it highly irresponsible for the Council to vote on the IGA until they request further studies on economic impact to the community, define project scopes for how and where the money is being spent, reexamine the Impact fee payments on commercial properties and find better solutions to affordable housing being exempt from impact fees without placing the burden on housing funds to pay them.

Communication from Mayor and Council

Wood and Toomer both stated that they were happy to be meeting in person and thanked staff for helping to make it happen.

Sulka stated that it is National Police Week and encouraged everyone to thank our police officers for everything that they do for us and the community.

Public Hearing and First Reading

Consideration of Approval of an Ordinance to Amend the Belfair Planned Unit Development Text to Amend Proposed Uses to add the Use "Indoor Electric Go-Kart Facility" to the List of Permitted Uses within the Neighborhood Commercial Portion of the Belfair Planned Unit Development and the Specifically Include "Outdoor" to Go-Kart Facility as Listed in Prohibited Uses in Article 4 Development Plan Section A – Land Use, Subsection 6 – Kevin Icard, Planning and Community Development Manager

Public Hearing Opened at 5:15 PM
There were no comments.
Public Hearing Ended at 5:16 PM

Kevin Icard gave an overview. A request by NLM Services, LLC on behalf of the owner, BRE Mariner Belfair Town Village, LLC, for approval of a Planned Unit Development (PUD) Text Amendment. The Applicant submits this Application requesting the approval of a text amendment to the Belfair PUD by adding to the current authorized uses in the Neighborhood Commercial (NC) portion of the Belfair PUD the use category 'Indoor Electric Go-Kart Facility' and update the list of prohibited uses to specifically state that 'Outdoor Go-Kart Facility', to continue to prohibit the use outdoors.

The Neighborhood Commercial (NC) portion of the Belfair PUD, known as the Belfair Town Village, is located on the northern side of Hwy. 278 across from the intersection of Simmonsville Rd. and consists of approximately 31.5 acres.

This application is for a text amendment within the Belfair PUD to allow the use category 'Indoor Electric Go-Kart Facility' and update the list of prohibited uses to specifically state that 'Outdoor Go-Kart Facility', to continue to prohibit the use outdoors within the Neighborhood Commercial (NC) portion of the PUD. Public notice for the Planning Commission Public Hearing of the text amendment was provided on March 10, 2021.

The Owner intends to lease Property within the Neighborhood Commercial area of the PUD to NLM Services, LLC, who will be the franchise owner of K-1 Speed Bluffton, an upscale entertainment center with an indoor electric go-kart facility, food service, corporate and private parties. The Applicant has stated that there is zero visibility and noise to adjacent tenants. See the vicinity map for location of the Neighborhood Commercial area.

An excerpt from the Belfair PUD is provided to detail where the proposed modifications will be made.

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

1. **Section 3.5.3.A. -** Consistency with the Comprehensive Plan or, if conditions have changed since the Comprehensive Plan was adopted, the consistency with the

overall intent of the Plan, recent development trends and the general character of the area;

Finding. This request is consistent with the Comprehensive Plan.

Finding. The Future Land Use Map (Map 8.3 in the Comprehensive Plan) describes this area as a high intensity commercial area which states the following; high intensity commercial is a regional commercial land use which allows intense commercial activity, services, light industrial, and some accessory high density residential. Uses include large scale shopping centers, home improvement centers, one stop shopping centers and businesses, accessory commercial that serve shoppers such as restaurants, hotels/motels, and gas stations to address the needs of Bluffton, neighboring areas, and for those who pass through Bluffton. The high intensity commercial designation provides for commercial development, employment opportunity and economic diversification.

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

Finding. This request does not significantly alter the area since the Belfair Towne Village is already developed with a variety of residential, civic, commercial, and other mixed uses. The application proposes to add the additional use of 'Indoor Electric Go-Kart Racing Facility,' which is an equivalent or less intense use than other uses available in the Belfair PUD.

It should be noted that the Applicant is proposing to modify the list of Prohibited uses as well. They have included the word 'Outdoor' in front of Go-Kart Facility in the prohibited section to differentiate between indoor and outdoor uses.

Section 6.4 of the This text amendment would extend the Neighborhood Commercial (NC) area uses to allow an indoor electric go-karting facility and would be consistent with the commercial uses in the area.

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

Finding. This request will allow the additional use of Indoor Electric Go-Kart Racing Facility to support current and future residents of the Town by allowing an additional entertainment option for Town residents and visitors.

Finding: If the proposed text amendment is approved, the Applicant would be required to receive a building permit to make modifications to the interior of the building.

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

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

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

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

The Planning Commission made a recommendation to approve the Application as submitted by the Applicant at the March 24, 2021 meeting. Town Council approved the Application as submitted at First Reading on April 13, 2021. There have been no changes since First Reading.

Toomer made a motion to approve Second and Final Reading of the proposed Amendment to the Belfair Planned Unit Development Text to Amend Proposed Uses to Add the Use "Indoor Electric Go-Kart Facility" to the List of Permitted Uses and Add "Outdoor" to the Go-Kart Racing Facility under Prohibited Uses within the Neighborhood Commercial Portion of the Belfair Planned Unit Development Concept Plan, Article 4 Development Plan Subsection A.6 – Neighborhood Commercial. Frazier seconded. Roll call was taken and the motion carried unanimously.

Formal Agenda Items

Consideration of Adoption of the Wright Family Park Rental and Fee Schedule – Brian McIlwee, Director of Engineering

McIlwee stated that staff recommends that Town Council approve non-exclusive rental and special event usage of Wright Family Park for dates and times not to conflict with neighboring church functions and adoption of the proposed Fee Schedule below as part of the FY22 Budget, with respect to the previously approved Wright Family Park Rules.

Wright Family Park

Item/Description:	Basis	Fee
Reservation of Park		
Rental Fee	Per Day	$300.00
Less than Full Day (6-hour Reservation: 1-hour Setup, 4-hour Event, 1-hour Cleanup)	4-Hour Event	$150.00
Rental Fee – Non-Profit	Per Day	$150.00
Less than Full Day (6-hour Reservation: 1-hour Setup, 4-hour Event, 1-hour Cleanup)	4-Hour Event	$75.00
Security Deposit	Per Rental	$100.00

Additional Notes:

• The Town Manager or designee may waive any or all of the fees if it is deemed in the best interests of the Town of Bluffton.

• All fees will be collected at the Customer Service Center at Town Hall.

• Security Deposit may be refunded provided the park, facilities, and equipment are clean and returned to the condition that existed prior to the rental.

• A full refund of the Rental Fee and Security Deposit will be granted with cancellation notice at least 48- hours prior to the scheduled rental start or if an event is rained out and the park not utilized.

The Town of Bluffton and the Beaufort County Rural and Critical Land Preservation Program approved the purchase of a 1.36-acre parcel at 111 Calhoun Street in June, 2017 with the intent to develop the site for a passive public park-open space on the May River.
At the January 16, 2018 Quarterly CIP Workshop, Town Council reviewed and provided favorable feedback on the Conceptual Master Plan for Wright Family Park. Based on public input obtained following that workshop, Staff amended the Conceptual Master Plan to include:

- Added restroom building/catering kitchen building adjacent to the Squire Pope Cottage;
- Additional parking spaces along the east side of Calhoun Street adjacent to the park;
- Reconfigured Calhoun Street floating dock to represent the current location;
- Removed street-level Entry Pavilion at the terminus of Calhoun Street.

On July 9, 2018 Town Council approved the Wright Family Park Master Plan which included restrooms/warming kitchen, parking, a bulkhead along the May River shoreline, walkways, seating areas, crabbing dock, a large open lawn area, site furniture, and lighting and landscaping. In addition, the property contains a circa 1850 historic structure known as “Squire Pope Cottage” (proposed to be restored as a separate CIP project).

Following the final site design of the park, contracts were brought before Town Council for approval of the site work, kitchenette/restroom building, landscaping, bulkhead, and lighting.

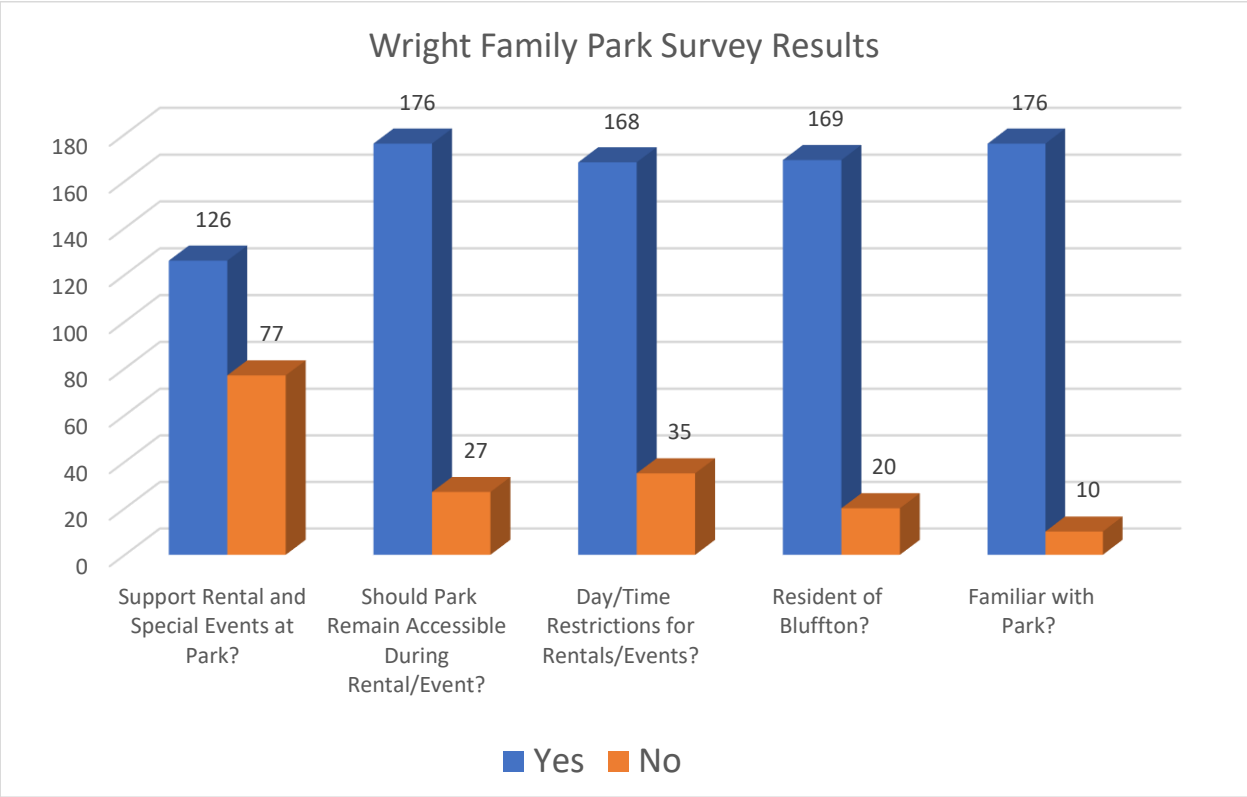
In August 2019, Town Council adopted an Ordinance (*Ord. 2019-11*) amending Chapter 13 of the Town Code clarifying and augmenting codified rules for public parks, docks and boat ramps which included rules for the Wright Family Park, specifically:

a) *Hours.* Open for public use and special events from sunrise to sunset.
b) *Fireworks.* The discharge of fireworks is strictly prohibited.
c) *Alcohol.* The possession of an open container and/or the consumption of alcohol is strictly prohibited.
d) *Amplified music.* The amplification of music is prohibited.
e) *Smoking.* Smoking, as defined in Section 18-159 is prohibited. All provisions of Chapter 18, Article VII shall apply, to include penalties as set forth in Section 18-165 which shall prevail over Section 13-49.

Following the opening of Wright Family Park in December 2020, Staff presented a proposed rental fee schedule to Town Council at the January 19, 2021 Quarter CIP Workshop for inclusion

in the FY21 budget amendment. As the Master Fee Schedule is approved by Town Council with the yearly budget, the current FY21 Master Fee Schedule does not include Wright Family Park. Town Council requested Staff conduct a public opinion survey to determine an appropriate use of the park.

A public survey regarding the rental and special event use of Wright Family Park was conducted on the Town's website from February 24 to March 26, 2021. The survey was posted on the Town website and shared on the Town's social media platforms: Facebook, Nextdoor and LinkedIn. An in-person survey was conducted at the park on March 17, 2021 to poll users of the park. The results of the public input survey are summarized in the following chart:



As constructed, the Wright Family Park consists of the following amenities:

1. RESTROOM/WARMING KITCHEN
    - Restrooms: ADA accessible - Men and Women
    - Warming Kitchen for Catered Events: Refrigerator, Microwave, Warming Unit, Stainless Steel Countertops
    - Storage Room (+/- 10' X 12')
    - Loading Zone for Catering Delivery/Equipment

2. MULTI-PURPOSE LAWN:
    - +/-95' x 65' Open Lawn
    - 7' Wide Perimeter Sidewalks

- Benches Overlooking Park and River
- Electrical Pedestals and two In-ground 30 Amp Services for Events

3. BOARDWALK AND SEATING AREAS
    - Waterfront Boardwalk along River's Edge
    - Access to Small Beach at Low Tide

4. PARKING AND LOADING:
    - 26 On-Street Parking Spaces provided along Calhoun Street

5. MISCELLANEOUS:
    - Interpretive Signage
    - Lighting
    - Joggling Board Swing
    - Plaza and Access to Calhoun Street Dock
    - Archway at Entry

6. SQUIRE POPE CARRIAGE HOUSE:
    - To be renovated (currently not open for use)

Hamilton made a motion to adopt the Wright Family Park Rental and Fee Schedule with a review in six months of all fees and uses of the park. Wood seconded. The motion passed unanimously.

Consideration of Proposed Lighting Agreement with Dominion Energy Relating to the LED Conversion Program – Brian McIlwee, Director of Engineering

McIlwee stated that Town Council authorize the Town Manager to execute an agreement with Dominion Energy to convert 96 existing High Intensity Discharge (HID) lamp-type fixtures to Light Emitting Diode (LED) type fixtures, which qualifies for a Demand Side Management (DSM) incentive. The agreement term is 10 years with a 5-year monthly incentive to reduce the LED monthly cost.

GENERAL FUND (Operating Cost)

10-Year Agreement ($1424.27/month x 12 months/yr. x 10yrs.)	$170,912.40
5-Year DSM Incentive ($335.73/month x 12 months/yr. x 5 yrs.)	($20,143.80)
Total Agreement	**$150,768.60**

As part of Dominion Energy's ongoing Demand Side Management (DSM) Program, the Dominion Energy Municipal Lighting conversion program was created to give municipalities the opportunity to convert and replace older HID lighting to LED. With LED lighting costs becoming more economical and many municipalities requesting LED lighting, the timing was right for Dominion to offer incentive packages for converting to LED.

Dominion approached the Town regarding this program and the conversion of 1 Mercury Vapor and 95 High Pressure Sodium light fixtures to LED. This applies to overhead lights on wooden poles and underground fed roadway lights but not the decorative lights found on May River Road, Bruin Road, and Calhoun Street.

The advantages of LED lighting include:

- Monthly rates at or below current costs;
- Better quality and uniformity of lighting (less shadows);
- Color impact closer to daylight;
- Reduced maintenance costs;
- Minimal energy consumption;
- Extended life;
- Increased reliability;
- No upfront charges;
- Communicating NODE/Photocell to allow remote monitoring of fixtures and the ability to create automatic notification of fixture issues;
- Future remote on/off and diming capabilities

Dominion anticipates that at the end of the 5-year incentive, LED non-incentive rates will be lower than HID rates as those costs continue to increase while LED remains steady or begins to decrease. The following table outlines the current monthly costs Town pays for HID lighting, the monthly cost of the proposed LED lighting, the incentive rates and the monthly savings for the Town:

Quantity	LED Light Fixture	Current LED Cost/Month	HID Light Fixture	Current HID Cost/Month	Incentive per Month (Per Fixture)	Incentive per Month (Total)	Net Customer Cost/Month	Savings per Month
1	ATB0 Grey 72w	$ 12.34	175W MV OPEN	$ 8.99	$ 3.10	$ 3.10	$ 9.24	$ (0.25)
62	ATB0 Grey 72w	$ 765.08	150W HPS OPEN	$ 624.34	$ 3.10	$ 192.20	$ 572.88	$ 51.46
2	ATB0 Grey 72w	$ 24.68	150W HPS COBRA	$ 20.52	$ 3.10	$ 6.20	$ 18.48	$ 2.04
31	ATB2 Grey 216w	$ 622.17	400W HPS COBRA	$ 553.66	$ 4.33	$ 134.23	$ 487.94	$ 65.72
96		**$ 1,424.27**		**$ 1,207.51**		**$ 335.73**	**$ 1,088.54**	**$ 118.97**

Dominion will provide and install wiring and appurtenances for 65 LED ATB0 Grey 72W fixtures and 31 LED ATB2 Grey 216W fixtures. This lighting installation will be located at various locations within the Town.

The Agreement shall continue for the full initial term of ten (10) years beginning the first month after installation date and continues thereafter from year to year until terminated by written notice of intention to terminate made by either Party to the other at least thirty (30) days prior to the end of the initial term or any extension thereof.

Areas that are already scheduled for conversion this summer include City of Beaufort, Town of Port Royal and Hardeeville. Others in line are Hampton, Allendale, Estill, Yemassee and Ridgeland.

Frazier made a motion to Authorize the Town Manager to Enter into an Agreement for the Proposed Lighting Agreement with Dominion Energy Relating to the LED Conversion Program. The Agreement includes a Commitment from the Town of Bluffton for $150,768.60 for the Ten-Year Lighting Agreement. Hamilton seconded. The motion was passed unanimously.

Consideration of an Ordinance Approving the Town of Bluffton Fiscal Year 2022 Proposed Consolidated Budget – Chris Forster, Director of Finance and Administration

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

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

The proposed consolidated budget is a decrease of 8.5% from the FY21 budget which reflects the substantial growth in our area since the onset of the COVID-19 pandemic. The budget keeps the tax millage rate the same at 38.5, which reflects General Fund mills of 36.8 and Debt Service Fund mills of 1.7 mills. There are no proposed increases to any of the existing taxes and fees.

The General Fund accounts for and reports the financial resources for the Town's primary operating fund. Principal sources of revenue are property taxes and licenses and permit fees. The General Fund budget is 55.9% of the consolidated budget at $22,445,764.

The Stormwater Fund accounts for and reports the financial resources of all stormwater-related expenditures including Watershed Management staffing and operations, routine watershed maintenance and capital projects. The primary source of revenue is stormwater utility fees. The Stormwater Fund budget is 5.6% of the consolidated budget at $2,259,570 and includes a transfer to the Debt Service Fund to pay the principal and interest on General Obligations bonds issued for stormwater and sewer projects.

Capital Improvement Program (CIP) Fund accounts for and reports financial resources that are restricted, committed or assigned to expenditures for capital outlays including the land acquisition and/or construction of capital facilities and other capital assets. Capital projects are primarily non-recurring in nature. All capital categories require a unit cost threshold of greater than $5,000, except roads, buildings, and computer software (recorded in the general fund) whose threshold is $50,000. The CIP budget is 28.9% of the consolidated budget at $11,595,468 and supports diversified projects throughout our Bluffton neighborhoods.

Debt Service Fund accounts for the accumulation of resources for the payment of interest and principal on general long-term debt obligations. The primary source of revenue is property tax and bond proceeds. The Debt Service Fund budget is $3,831,268 or 9.6% of the consolidated budget and supports the debt service for the 2014 Tax Increment Revenue Bond, 2020 General Obligation Bond for the Law Enforcement Center at Buckwalter Place, 2020A General Obligation Bond for

Stormwater Capital Projects, a transfer to the Capital Improvement Program Fund for allowable projects, and future debt payments and allowable expenditures.

Forster stated that there will be two workshops – the first one will be held on May 18th and the second will be held on May 25th. Public Hearing and Final Reading of the FY22 Consolidated Budget will take place at the June 8th Council meeting.

Toomer made a motion to approve on First Reading an Ordinance Approving the Town of Bluffton Fiscal Year 2022 Proposed Consolidated Budget. Frazier seconded. The motion passed unanimously.

Consent Agenda Items

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

2. Town Manager Report

3. Consideration of a Resolution to approve Renewal of the Memorandum of Understanding with Cornerstone Church to Provide Public Parking in the Bluffton Historic District – Lisa Cunningham, Interim Assistant Town Manager

4. Consideration of a Resolution to Adopt the Amended Town of Bluffton Town Council Operating and Procedures Manual – Lisa Cunningham, Interim Assistant Town Manager

5. Consideration of a Resolution to Approve the Adoption of the 2020 Local Natural Hazard Mitigation Plan – Lisa Cunningham, Interim Assistant Town Manager

6. Consideration of an Electronic Communications and Document Retention Policy for the Town of Bluffton – Tommy Sunday, Director of Information Technology

7. Consideration of an Extension for the Memorandum of Understanding between the Town of Bluffton and Beaufort Jasper Water and Sewer Authority Regarding Collaboration on Projects and Capacity Fee Credits – Chris Forster, Director of Finance and Administration

8. Consideration of an Intergovernmental Agreement between Beaufort County and the Town of Bluffton for the Purpose of Imposition and Collection, at the Time of Issuance of a Building Permit, of School Development Impact Fees on all New Residential Development within the Town – Heather Colin, Director of Growth Management

9. Consideration of a Resolution Authorizing the Purchase of a Drainage Easement Over a Portion of Lot 6 Stock Farm Development Subdivision, TMS No. R610-039-000-1530-0000, from Isabella Marie, LLC, for Public Purposes; and Authorizing the Execution and Recordation of the Same – E. Richardson LaBruce – Finger, Melnick, Brooks & LaBruce

10. COVID-19 Pandemic Update – Lee Levesque, Emergency Manager

Wood made a motion to approve the consent agenda as presented with the exception of item # 8, Consideration of an Intergovernmental Agreement between Beaufort County and the Town of Bluffton for the Purpose of Imposition and Collection, at the Time of Issuance of a Building Permit, of School Development Impact Fees on all New Residential Development within the Town Hamilton seconded. Toomer seconded. The motion carried unanimously.

Consideration of an Intergovernmental Agreement between Beaufort County and the Town of Bluffton for the Purpose of Imposition and Collection, at the Time of Issuance of a Building Permit, of School Development Impact Fees on all New Residential Development within the Town – Heather Colin, Director of Growth Management

Colin gave an overview and stated that Intergovernmental agreements are necessary to ensure fee revenue matches capital costs from future growth. The purpose of the proposed agreement, (Attachment 1) is to provide for the following between the Town of Bluffton and Beaufort County:

(1) The imposition and collection, at the time of issuance of a building permit, of school development impact fees on all new residential development within the Town.

(2) The transfer of the school development impact fees from the Town to the County, and then the transfer of the fees from the County to the School Board; and

(3) If fees are not spent by the School Board within the time limits established by state law and the impact fee procedures in Section 82-21 et seq. of the Beaufort County Code, the return of fees collected by the Town so they can be refunded to the appropriate feepayers.

Tischler Bise has provided a school impact fee analysis (Attachment 2), which includes the components of the school impact fee which are all incremental and include:

- School Construction
- School Land
- School Buses

On August 10, 2020 Beaufort County Council approved first reading by title only of the proposed School Impact Fee Ordinance which provides for the applicable fees of $9,535 per single family dwelling unit and $4,508 per multi-family dwelling unit for Southern Beaufort County. Prior to second reading, the intergovernmental agreements between municipalities and the County must be approved. Once approved, Beaufort County will proceed to second and third reading which will include the final fees and effective date.

Wood made a motion to authorize the Town Attorney to move forward with negotiating an Intergovernmental Agreement with Beaufort County concerning the implementation of a procedure for the collection and distribution of school impact fees. The finalization of the Intergovernmental Agreement would only be effective upon final reading of the County Ordinance and the approval of the Intergovernmental Agreement by Bluffton Town Council and Beaufort County Council Frazier seconded. The motion carried unanimously.

In discussion, Councilman Dan Wood was appointed as liaison to Town Attorney Finger.

Executive Session

1. Legal Advice Regarding Personnel Matters (Pursuant to SC Freedom of Information Act 30+-4-70 [a][1])

Toomer made a motion to move into Executive Session at 6:45 PM to discuss the aforementioned item. Frazier seconded. The motion was unanimous.

Town Council exited Executive Session at 7:41 PM. No motions were made, and no votes were taken during Executive Session.

Wood made a motion to accept the resignation of Interim Town Manager, Scott Marshall. Frazier seconded. The motion was unanimous.

Hamilton made a motion to adjourn 7:42 p.m. Frazier seconded. The motion carried unanimously.

_____ _____

Lisa Sulka, Mayor Kimberly Chapman, Clerk

BLUFFTON TOWN COUNCIL MEETING MINUTES

BUDGET WORKSHOP
May 18, 2021

Mayor Sulka called the meeting to order at 5 P.M. Council members present were Mayor Pro Tempore Fred Hamilton, Larry Toomer, Bridgette Frazier, and Dan Wood. Interim Town Manager Scott Marshall, Chief of Police Stephenie Price, Director of Engineering Bryan McIlwee, Director of Finance and Administration Chris Forster, and Town Clerk Kimberly Chapman, were also present.

Public Comment:
There were none.

Workshop Items:

General Fund, Stormwater Fund, and Debt Service Fund

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

Forster gave an overview of the General Fund, the Stormwater Fund and Debt Services Fund.

The proposed consolidated budget is a decrease of 8.5% from the FY21 budget which reflects the substantial growth in our area since the onset of the COVID-19 pandemic. The budget keeps the tax millage rate the same at 38.5, which reflects General Fund mills of 36.8 and Debt Service Fund mills of 1.7 mills. There are no proposed increases to any of the existing taxes and fees.

The General Fund accounts for and reports the financial resources for the Town's primary operating fund. Principal sources of revenue are property taxes and licenses and permit fees. The General Fund budget is 55.9% of the consolidated budget at $22,445,764.

The Stormwater Fund accounts for and reports the financial resources of all stormwater-related expenditures including Watershed Management staffing and operations, routine watershed maintenance and capital projects. The primary source of revenue is stormwater utility fees. The Stormwater Fund budget is 5.6% of the consolidated budget at $2,259,570 and includes a transfer to the Debt Service Fund to pay the principal and interest on General Obligations bonds issued for stormwater and sewer projects.

Debt Service Fund accounts for the accumulation of resources for the payment of interest and principal on general long-term debt obligations. The primary source of revenue is property tax and bond proceeds. The Debt Service Fun budget is #3,831,268 or 9.6% of the consolidated budget and supports the debt service for the 2014 Tax Increment Revenue Bond, 2020 General Obligation Bond for the Law Enforcement Center at Buckwalter Place, 2020A General Obligation Bond for Stormwater Capital Projects, a transfer to the Capital Improvement Program Fund for allowable projects, and future debt payments and allowable expenditures.

Executive Session:

1. Personnel Matters Relating to the Town Manager Contract (Pursuant to SC Freedom of Information Act 30-4-70 [a][1])
2. Personnel Matters Relating to Naming an Interim Town Manager (Pursuant to SC Freedom of Information Act 30-4-70 [a][1])

Toomer made a motion to move into Executive Session at 6:06 PM to discuss the aforementioned items. Frazier seconded. The motion was unanimous.

Town Council exited Executive Session at 6:16 PM. No motions were made, and no votes were taken during Executive Session.

Toomer made a motion to accept the Town Manager contract for Stephen Steese with Steese beginning his tenure at the Town of Bluffton on June 14, 2021. Frazier seconded. The motion was unanimous.

Toomer made a motion to name Chris Forster as Interim Town Manager during the dates of May 19, 2021 through June 13, 2021. Hamilton seconded. The motion was unanimous.

Hamilton made a motion to adjourn 6:18 PM. Wood seconded. The motion carried unanimously.

_____ _____

Lisa Sulka, Mayor Kimberly Chapman, Town Clerk

BLUFFTON TOWN COUNCIL MEETING MINUTES

BUDGET WORKSHOP
May 25, 2021

Mayor Sulka called the meeting to order at 5 P.M. Council members present were Mayor Pro Tempore Fred Hamilton, Bridgette Frazier, and Dan Wood were physically present, and Councilman Toomer was in attendance via phone. Interim Town Manager Chris Forster, Chief of Police Stephenie Price, Director of Engineering Bryan McIlwee, and Town Clerk Kimberly Chapman were also present.

Public Comment:
There were none.

Workshop Items:

Capital Improvement Program Fund:

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

Forster gave an overview of the Capital Improvements Program.

Capital Improvement Program (CIP) Fund accounts for and reports financial resources that are restricted, committed or assigned to expenditures for capital outlays including the land acquisition and/or construction of capital facilities and other capital assets. Capital projects are primarily non-recurring in nature. All capital categories require a unit cost threshold of greater than $5,000, except roads, buildings, and computer software (recorded in the general fund) whose threshold is $50,000. The CIP budget is 28.9% of the consolidated budget at $11,595,468 and supports diversified projects throughout our Bluffton neighborhoods.

Forster stated that this the second workshop and that Public Hearing and Final Reading of the FY22 Consolidated Budget will take place at the June 8th Council meeting.

Hamilton made a motion to adjourn at 5:46 PM. Frazier seconded. The motion carried unanimously.

_____ _____

Lisa Sulka, Mayor Kimberly Chapman, Clerk

TOWN OF BLUFFTON

Juneteenth Proclamation

WHEREAS, On January 1, 1863, President Abraham Lincoln signed the Emancipation Proclamation which declared the enslaved peoples in any State or designated part of a State to be then, thenceforward, and forever free; and

WHEREAS, this proclamation paved the way for the passing of the 13th Amendment to the Constitution which formally abolished slavery in the United States of America; and

WHEREAS, on June 19, 1865, federal orders were read in Galveston, Texas reaching the authorities and African Americans in the South and Southwestern United States who had not yet received word of the signing of the Emancipation Proclamation; and

WHEREAS, June 19th has since become known as Freedom Day and as the official day of recognition for Juneteenth; and

WHEREAS, the Bluffton Juneteenth Celebration is sponsored and hosted annually by the Bluffton MLK Observance Committee with the 7th celebration themed "Building Equity: A Community's Promise;" and

WHEREAS, The Town of Bluffton recognizes Juneteenth is an important opportunity to honor the principles of the Declaration of Independence and celebrate the achievements and contributions African Americans have made, and continue to make, in Bluffton, South Carolina, and across our Nation.

WHEREAS, the elected leaders of the Town of Bluffton and Town Staff are committed to pursuing the ideals of Justice, Equity and Peace among all of our residents.

NOW, THEREFORE, I, Mayor Lisa Sulka, along with the Town Council of the Town of Bluffton, do hereby declare June 19, 2021 as Juneteenth Day in the Town of Bluffton, designating it as a Town of Bluffton holiday, and hereby encourage lawmakers at all federal, state and local levels of government to do the same.

IN WITNESS WHEREOF, I have hereto set my hand and caused the seal of the Town of Bluffton to be affixed this 8th day of June, 2021.

Lisa Sulka, Mayor

TOWN OF BLUFFTON

Q3 2021 Update

HILTON HEAD ISLAND-BLUFFTON CHAMBER OF COMMERCE
VISITOR & CONVENTION BUREAU

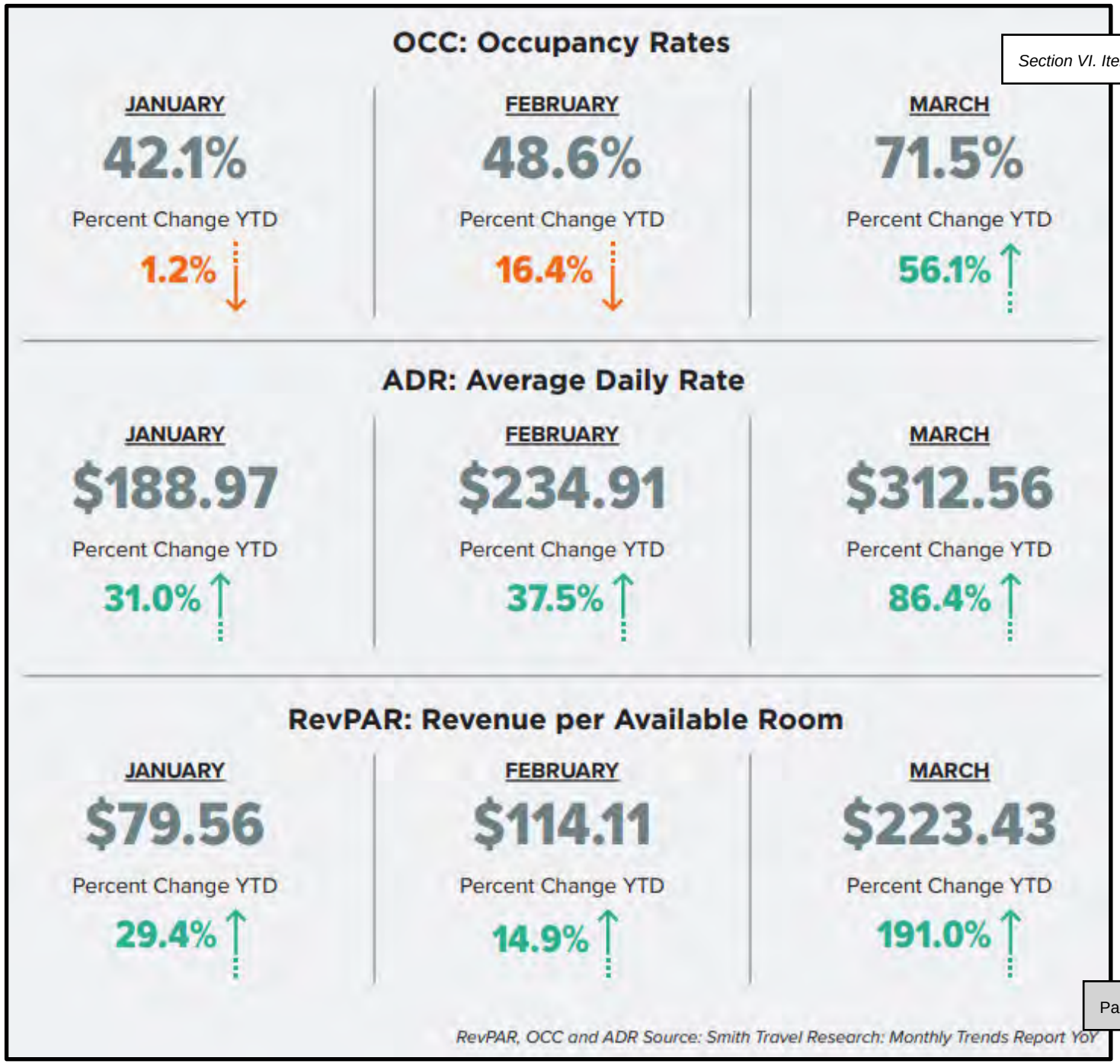
bluffton
HEART OF THE LOWCOUNTRY™

DESTINATIONS INTERNATIONAL

UNITED STATES CHAMBER OF COMMERCE ACCREDITED

Metrics Update

Performance Metrics

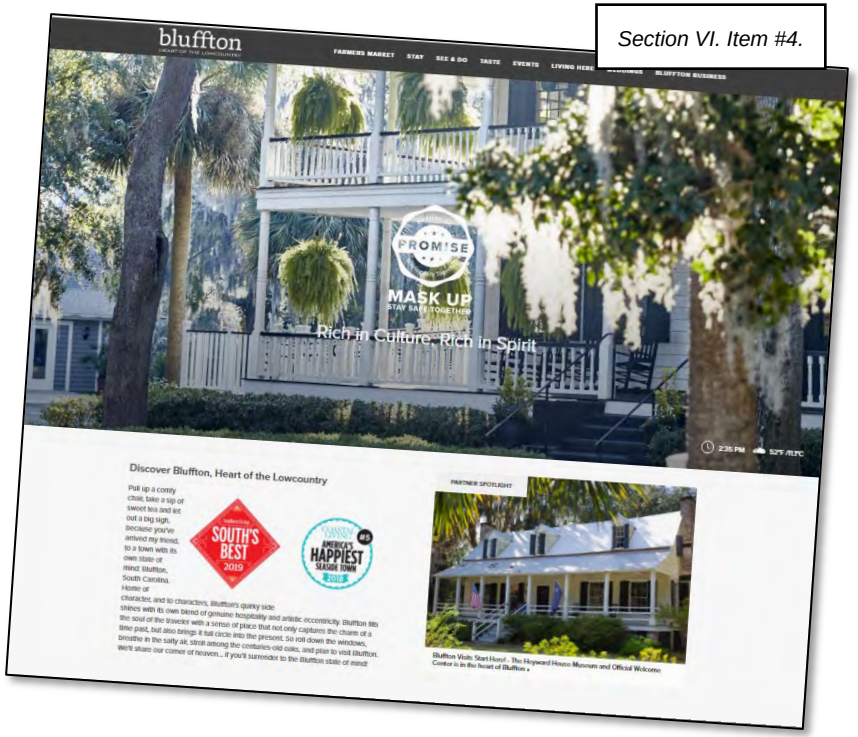


Website

January – March 2021

28,497
WEBSITE VISITS

5,423
REFERRALS MADE TO AREA BUSINESSES



Social Media

October – December 2020

16,386
FACEBOOK LIKES

4,002
INSTAGRAM FOLLOWERS

619
TWITTER FOLLOWERS

95,202
FACEBOOK ENGAGEMENTS

10,781
INSTAGRAM ENGAGEMENTS

369
TWITTER ENGAGEMENTS

Source: Google Analytics / Sprout Social / VERB Interactive

Events

18
EVENTS HELD

2,889
PARTICIPATION IN EVENTS BY CHAMBER MEMBERS

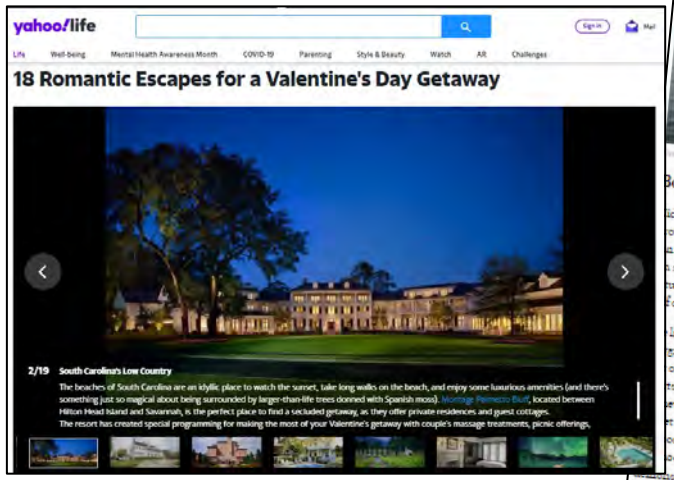
Public Relations

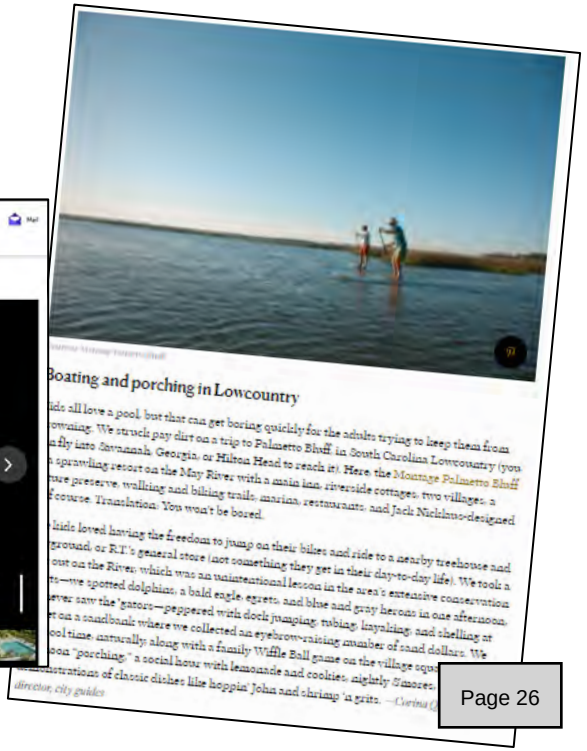
3,822,535,020
IMPRESSIONS

$3,899,817.43
AD VALUE

1,016
STORIES & MENTIONS

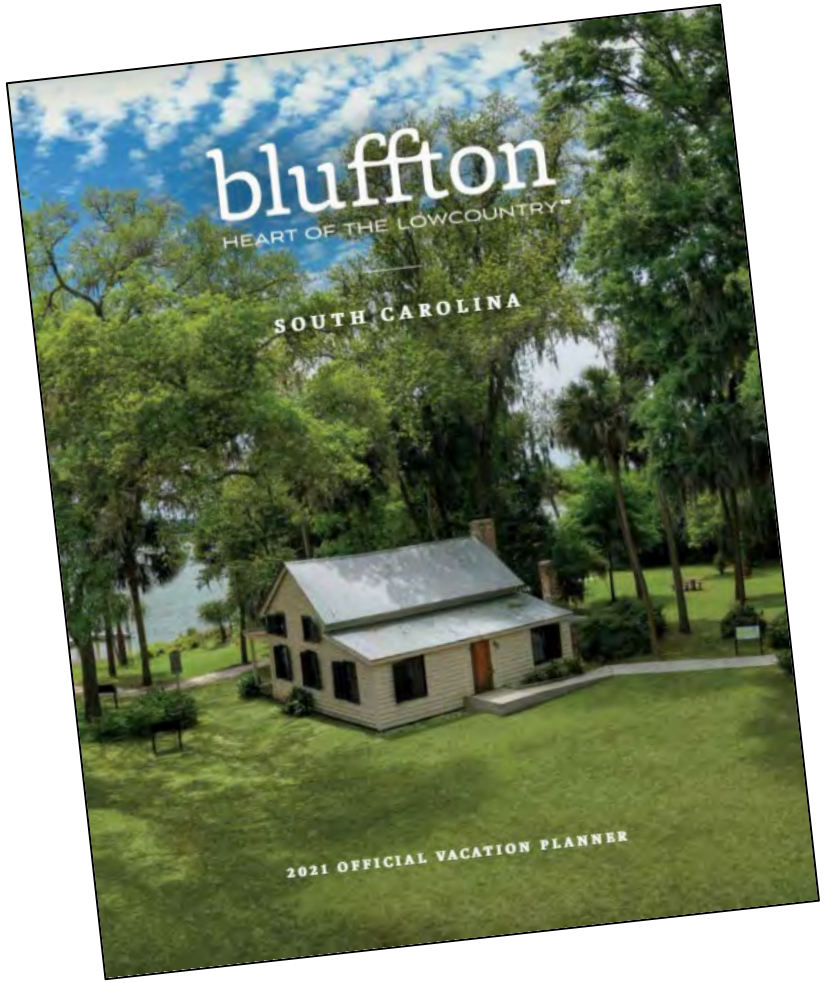
Source: Critical Mention / BurrellesLuce / Weber Shandwick



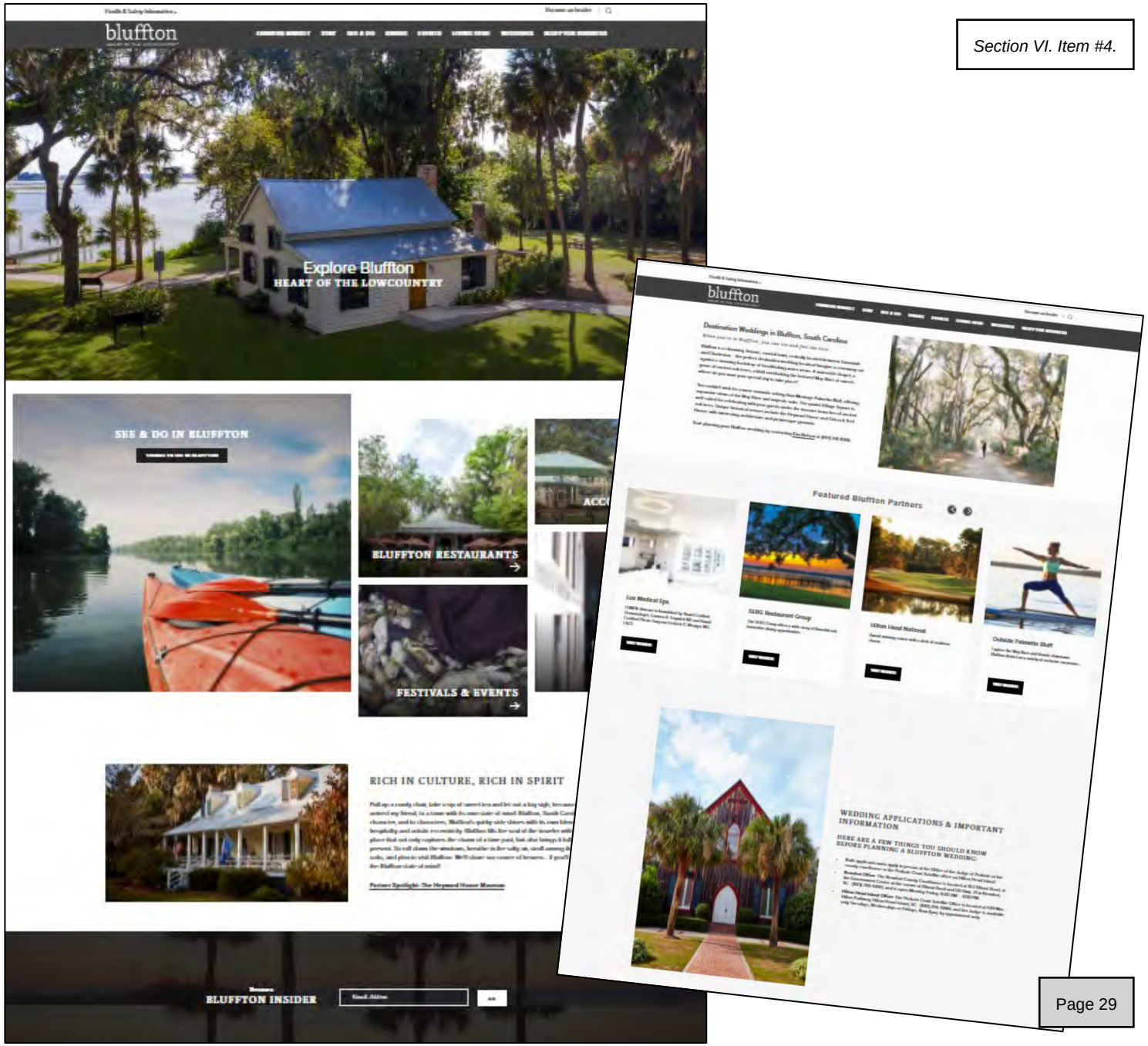


New Initiatives

2021 Official Bluffton Vacation Planner



VisitBluffton.org



2021-2022
TOWN OF BLUFFTON
Marketing Plan

HILTON HEAD ISLAND-BLUFFTON CHAMBER OF COMMERCE
VISITOR & CONVENTION BUREAU

bluffton
HEART OF THE LOWCOUNTRY™

DESTINATIONS INTERNATIONAL

UNITED STATES CHAMBER OF COMMERCE ACCREDITED

HILTON HEAD ISLAND-BLUFFTON
CHAMBER OF COMMERCE
VISITOR & CONVENTION BUREAU

VISION

A welcoming, world-class community embracing nature, culture and economic vibrancy for residents and visitors.

MISSION

Stimulate the regional economy while enhancing the quality of life for all.

The Role of the Destination Marketing Organization

Destination Marketing Organization (DMO) are organizations charged with representing destinations and helping the long-term development of communities through a travel and tourism strategy.

-Destinations International

Organizational Governance

COVID-19
Global Pandemic

PATH FORWARD

Readiness Plan

Working Together to Restore Our Community

ASSEMBLE TASK FORCE

Business and Community Input

Late April

DEVELOP THE PLAN

Identifying Best Practices and Opportunities

Early May

IMPLEMENT THE PLAN

Share Findings with Community, Business & Visitors

Mid May

ONGOING DISCUSSION

Longer-term Lens on Strategies and Adjustments

Throughout 2020

The Path Forward Steering Committee

Steering Committee Led by
Ray Warco, C.P.A.

SMALL BUSINESS
Chair
Keith Walston
Vagabond Cruises

RETAIL
Chair
John Taylor
Birdie James

FAITH ORGANIZATIONS
Chair
Todd Cullen
Hilton Head Island Community Church

RESTAURANTS
Chair
Alan Wolf
SERG Restaurant Group

ARTS & CULTURE
Chair
Jenn McEwen
Director of Cultural Affairs

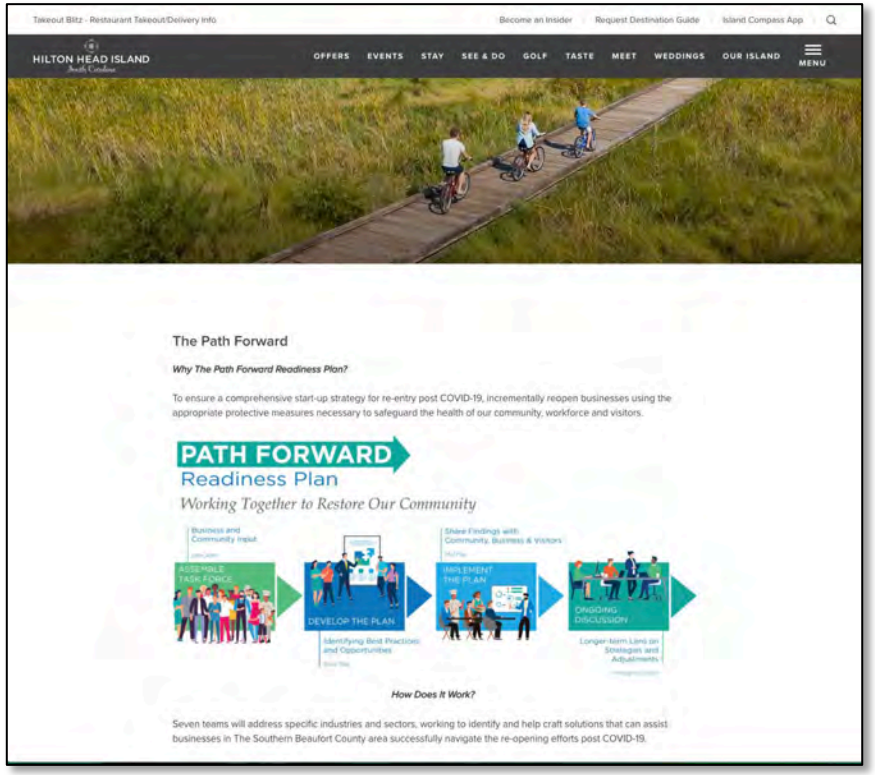
HOTEL
Chair
Michael Scioscia
The Westin Hilton Head Island Resort & Spa

HOME & VILLA
Co-Chairs
Dru Brown
Island Time Hilton Head
Mike Alsko
Coastal Home & Villa

EARLY CHILDHOOD
Chair
Kim Likins
Boys & Girls Club Hilton Head Island

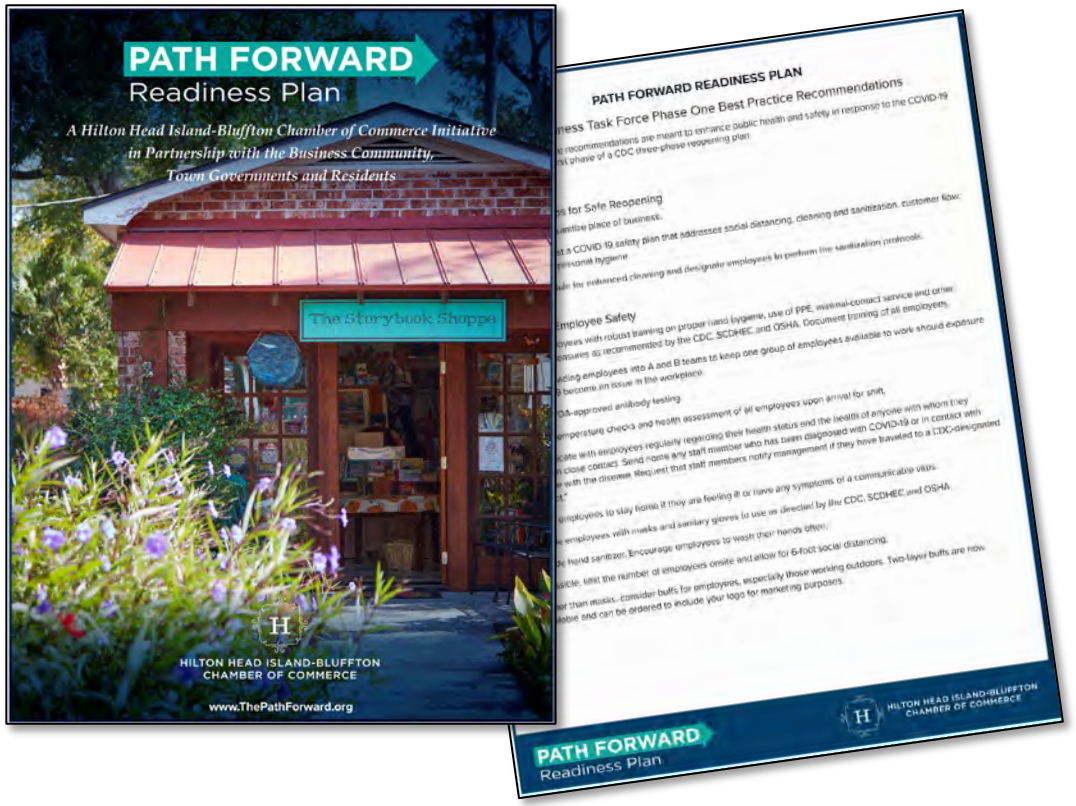
RECREATION / ATTRACTIONS
Co-Chairs
Cary Corbitt
The Sea Pines Resort
Mike Overton
CEO, Outside Brands

The Path Forward



www.ThePathForward.org

Pledge Seals



Sample Check List

2020 Year in Review

Awards & Mentions

Forbes

Montage Palmetto Bluff receives *Forbes* Travel Guide's 5-Star Award

COUNTRY LIVING

Bluffton is listed among "20 Small Towns that Leave an Impression" in *country Living*

TRAVEL+ LEISURE

Montage Palmetto Bluff named among *Travel + Leisure* World's Best Awards "The Top 15 Resort Hotels in the South"

Condé Nast Traveler

Montage Palmetto Bluff is named to *Condé Nast Traveler's* World Gold List one of only 17 resorts in the U.S.

Year in Review

WEBSITE VISITS

VisitBluffton.org*

48.6%
VISITOR TO WEBSITE BY SOCIAL

63.1K
WEBSITE VISITS

22.0%
CONVERSION RATE

SOCIAL MEDIA

15K
TOTAL FOLLOWERS

1.4M
TOTAL ENGAGEMENT

70.2%
TOP SOCIAL AUDIENCE FEMALE

HOTEL

52.4%
OCCUPANCY

$184.82
ADR

$96.75
REVPAR

Source: Google Analytics, Sprout Social, VERB Interactive, Smith Travel Research Monthly Trend Report Jan-Dec 2020

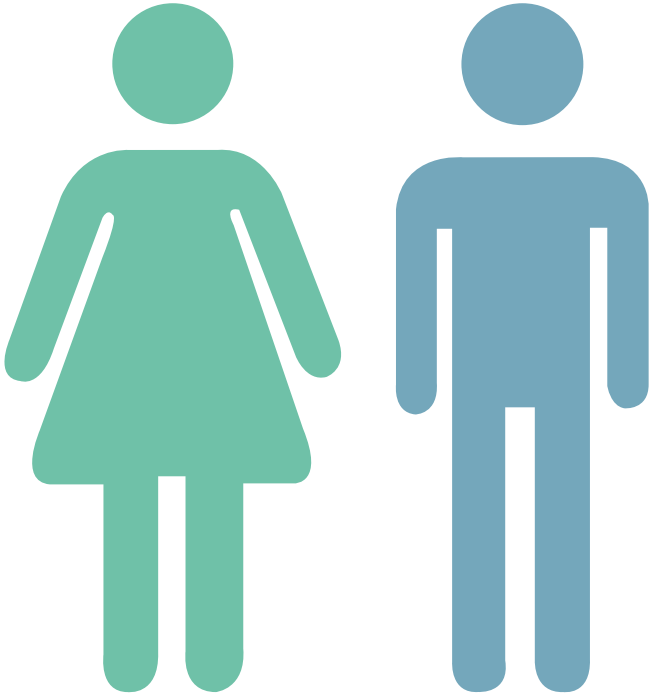
*2021 Performance will adjust due to new website strategy.

Looking Forward
2021 – 2022 DMO Marketing Plan

Key Areas of Interest

- Area “District” Designations including History, Cultural and Arts
- National Historic Register Designations including the Church of the Cross and Campbell Chapel AME
- Wright Family Park, Martin Family Park, Garvin-Garvey House and the Bluffton Oyster Company
- Gullah Geechee Cultural Heritage Corridor
- Palmetto Bluff / Montage
- Natural beauty / May River

Our Leisure Traveler



67.4% FEMALE

32.6% MALE

Married (84%) with kids 18 or older (68%)

$150K+
AFFLUENT TRAVELER

59.1%
UNDERGRADUATE DEGREE OR HIGHER

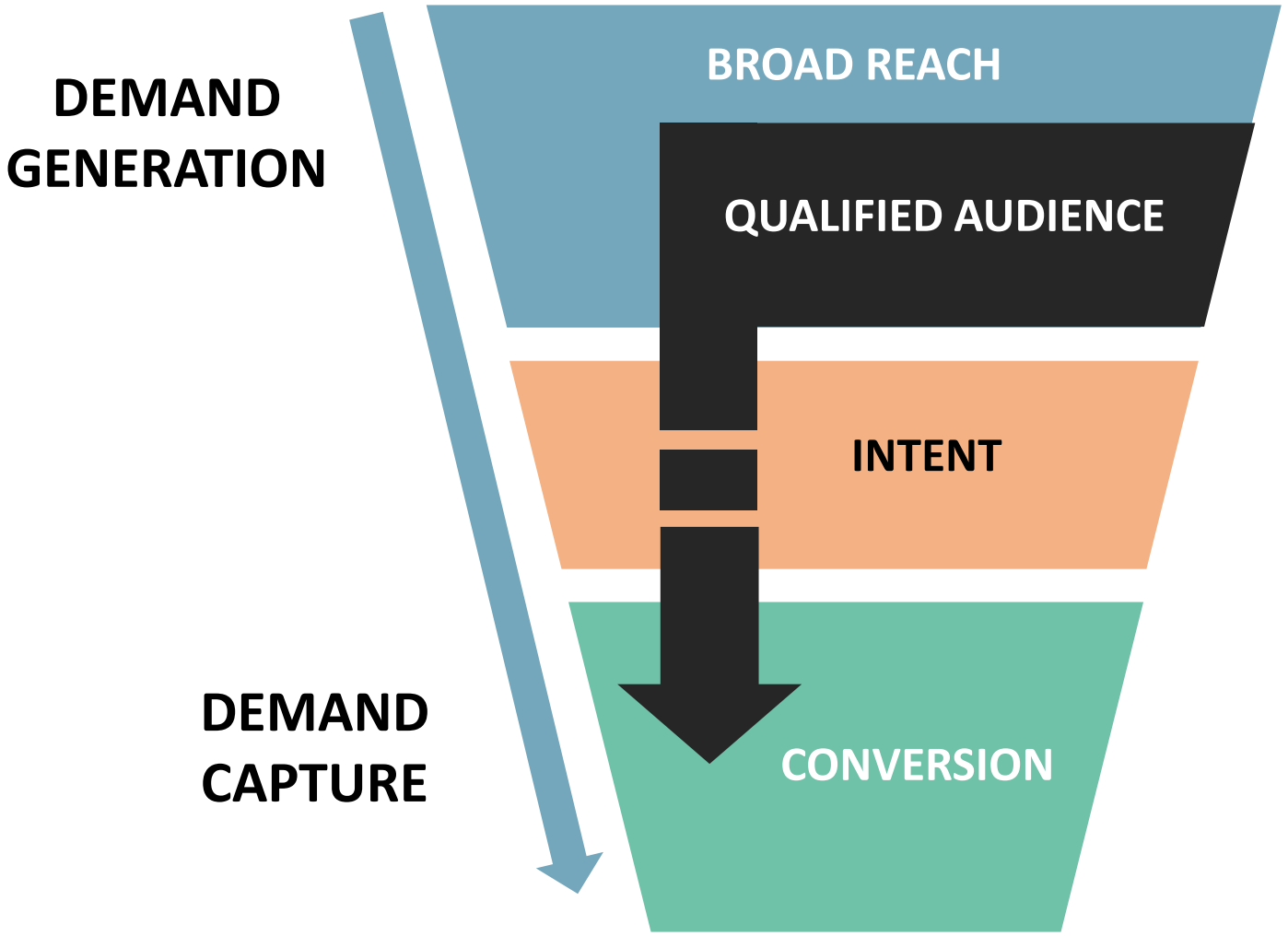
2-4
TRIPS PER YEAR

7
NIGHTS AVERAGE LENGTH OF STAY

- Family
- Snowbirds
- Activities/ Recreation
- The Weekender
- Arts, Culture & History
- Culinary

Source: USCB / Google Analytics

The Travel Journey: A Holistic Approach



The Travel Journey: A Holistic Approach

FY 2022 Strategies

1. Expand and broaden organic keyword rankings for Search Engine Marketing (SEM).
2. Leverage a strategic mix of targeted methods to identify and reach the most qualified users.
3. Create content and measurements to adapt to social media platforms.
4. Improve the visibility of the Bluffton website within the search results of both search engines and social networks for branded key phrases and emerging search queries.
5. Market the destination to prospects in all meetings and group market segments to grow shoulder and off-season business.
6. Create a collateral piece with compelling imagery and content about the destination.
7. Use research and reports to influence future marketing efforts.

FY 2022 Budget

SEO / Social Media (Organic)	$18,900
Digital Promotions	$45,000
Media Management & Reporting	$5,265
Website & Campaign Maintenance	$14,310
Bluffton Insiders (e-news)	$4,860
Bluffton Vacation Planner	$22,500
Regional Vacation Planner	$12,165
Group Tour	$900
Photography / Videography	$12,000
Research & Planning	$4,500
Contingency	$4,500
Ops & Management	$85,100
Total Expenses	**$230,000**

**Note that the proposed budget is a projection and dependent on actual ATAX collections for 2021-2022. We will continue to work with the Town of Bluffton throughout the year adjust as needed.*

Thank you

TOWN COUNCIL

STAFF REPORT

Engineering Department

MEETING DATE:	June 8, 2021
PROJECT:	Discussion Relating to the Adaptive Reuse of Reclaimed Palmetto Trees Removed from Calhoun Street - Bryan McIlwee, Director of Engineering
PROJECT MANAGER:	Bryan McIlwee, Director of Engineering

REQUEST:

Staff requests Town Council input regarding the reuse of reclaimed palmetto trees removed from Calhoun Street as a result of Dominion Energy's vegetation management program.

BACKGROUND/DISCUSSION:

As part of Dominion Energy's (Dominion) routine five-year cycle to ensure safety and reliability, Dominion began a comprehensive and proactive vegetation management program in November, 2020. Per Dominion, trees that have grown too close to overhead lines are both a fire hazard and an issue of employee and public safety. Trees and tree limbs continue to represent the No. 1 reason for power outages, and the routine safeguarding overhead facilities remains critical to helping ensure a safe, resilient, and reliable electric system across our communities.

As part of this vegetation management program, Dominion removed 29 palmetto trees on Calhoun Street in April, 2021. As stated above, these palm trees were touching electrical wires and posed a threat to safety and uninterrupted power.

Though Staff has not been able to find specific proof, oral history suggests the trees were planted as a memorial to fallen World War I servicemen in the 1930's as part of a WPA project implemented by President Franklin Roosevelt.

CURRENT STATUS:

23 sections of palm tree trunks were salvaged following the Calhoun Street tree removal. The pieces average 6' to 8' in length and 12" diameter and are stored at the Town's property at 115 Bluffton Road.

NEXT STEPS:

Upon Town Council input, Staff will research options to reuse the palm trunks.

The Calhoun Street Streetscape project, which will include the burial of overhead power lines, will include landscaping features and new palm trees which will pay homage to the symbolism of the trees that are being removed. This project will be designed in fiscal year 2022 with construction to follow in 2023 or 2024.

TOWN COUNCIL

STAFF REPORT
Finance & Administration Department

MEETING DATE:	June 8, 2021
PROJECT:	Formal Items: Consideration of Accommodations Tax Advisory Committee Funding Recommendations for Quarter Ending March 31, 2021.
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, Treasury Manager

RECOMMENDATION:

In accordance with the grant process, the Accommodations Tax Advisory Committee (ATAC) held a meeting on May 18, 2021 to review the budget and marketing plan (MP) in accordance with the DMO contract and quarterly grant applications. The committee has made the following grant award recommendations for Town Council's consideration:

Requesting Organization	Amount Requested	Amount Recommended
Hilton Head Island-Bluffton Chamber of Commerce (DMO): FY2022 Budget and Marketing Plan (MP)	$ 230,000	$ 230,000
Bluffton MLK Observance Committee: Bluffton Juneteenth Celebration	27,500	27,500
Historic Bluffton Foundation (HBF): Welcome Center at the Heyward House	169,000	169,000
Society of Bluffton Artists (SoBA): Promoting the Arts in the Lowcountry and Beyond	18,200	18,200
Total for the Quarter	**$ 444,700**	**$ 444,700**

BACKGROUND/DISCUSSION:

Funds Currently Available for Distribution:

Total State and Local Accommodations Tax funds currently available for distribution are $1,488,053 as outlined in the following chart:

State ATAX		**Local ATAX**	
Remaining from Previous Qtr.	$ 169,432	Remaining from Previous Qtr.	$ 1,106,744
3rd Quarter Revenue	131,863	3rd Quarter Revenue	282,946
First $25k to General Fund*	N/A	51% to Town of Bluffton CIP	(131,315)
5% to General Fund	(6,593)	Disaster Recovery Designation	(2,829)
30% to DMO	(39,559)	8% to DMO	(22,636)
Total State ATAX Funds Remaining for Distribution	**$ 255,143**	**Total Local ATAX Funds Remaining for Distribution**	**$ 1,232,910**

* First $25k taken in 1st Quarter of Fiscal Year and Not Applicable to the remaining quarters.

When comparing the State and Local Accommodations Tax collections for the quarter ending March 2021 to the same quarter of last year, revenues are up $221,372 or 114%. This is largely due to the payment deadline extension to June 14, 2020 for tax periods due the 20th of March and April 2020.

Funds Requested for Distribution:

☐ **Designated Marketing Organization Budget and Marketing Plan for FY2022.**

- As part of contract 2019-33 that began on July 1, 2019, the Hilton Head Island-Bluffton Chamber of Commerce proposed a fiscal year 2022 budget of $230,000 for the Town of Bluffton.
- S.C. Code of Laws Sec. 6-4-10-(3) requires the Town's DMO to manage and direct 30% of the balance of State accommodations tax funds.
- Per Town of Bluffton Code of Ordinances, Sec. 24-26(b), *"the Town may set aside an amount not to exceed eight percent (8%) of Local Accommodations Tax revenue for the Designated Marketing Organization."*
- FY2022 will be the third year of the up to three-year term of the contract.

Below is a comparison between the FY2021 original and revised with the FY2022 proposed budget:

Bluffton Marketing Strategies and Programs	FY2021 Original	FY2021 Amended	FY2022 Proposed	% Increase/ (Decrease)
SEO/Social Media (Organic):	$ 15,000	$ 15,000	$ 18,900	26%
Digital Promotions:	20,150	31,600	45,000	42%
Media Management & Reporting:	-	-	5,265	N/A
Website & Campaign Maintenance:	7,500	26,000	14,310	(45%)
Bluffton Insiders (enews):	-	-	4,860	N/A
Bluffton Vacation Planner:	-	32,000	22,500	(30%)
Regional Vacation Planner:	-	12,000	12,165	1%
Group Tour:	-	-	900	N/A
Collateral and Fulfillment:	4,300	-	-	N/A
Photography/Videography:	-	-	12,000	0%
Cooperative Partnership:	-	2,000	-	(100%)
Budgeted Research Programs:	2,250	10,000	4,500	(55%)
Contingency:	-	10,000	4,500	(55%)
Destination Marketing Operations & Management:	32,800	81,400	85,100	5%
Total:	**$ 82,000**	**$ 220,000**	**$ 230,000**	**5%**

The committee voted to recommend the Hilton Head Island-Bluffton Chamber of Commerce's Town of Bluffton DMO budget and marketing plan for FY2022.

☐ **Bluffton MLK Observation Committee requested $27,500 to support advertising and promotion of tourism, facilities for civic and cultural events, municipality services, and tourist transportation for Bluffton Juneteenth Celebration, with ATAC recommending $27,500.**

- This event is scheduled to be held June 19 & 20, 2021 at the Burnt Church Distillery.
- The project is aiming to bring overnight guests to the event with the additional day added.
- Eligible "tourism-related expenditures" include:
    - "Advertising and promotion of tourism" is budgeted at $20,500.

- o "Facilities for cultural events" is budgeted at $5,000 for stage and tent rentals.
- o "Municipality services" is budgeted at $7,500 with sanitation based upon % of tourist attendance.
- o "Tourist transportation" is budgeted at $3,500 and is based upon % of tourist attendance.

The committee voted to recommend a total award of $27,500 presented in the chart below:

Bluffton Juneteenth Celebration	Total Budget		Recommended ATAX Grant (50% of project budget)
Advertising and Promotion of Tourism:	$ 20,500		$ 16,200
Facilities for Civic & Cultural Events:	5,000		5,000
Municipality Services:	7,500		4,900
Tourist Transportation:	3,500		1,400
Project Expenses:	19,000		N/A
Total	**$ 55,500**		**$ 27,500**

N/A – Not Applicable

☐ **Historic Bluffton Foundation (HBF) requested $169,000 to support the Welcome Center at the Heyward House.**

- The Heyward House serves as the Town of Bluffton's official Welcome (Visitors) Center.
- The request of $169,000 is approximately 82% of the Welcome Center's budget and 65% of the entire HBF budget.
- This year's request is $21,000 or 11% less than last year's annual request of $190,000.
- Total visitors projected for FY2021 is expected to reach 10,000 with visitor numbers slowly rebounding due to the COVID-19. In FY2020, the Heyward House served 10,632 visitors with approximately 82% of those being from out of town.

Below is a comparison of the Welcome Center's FY2021 and FY2022 budgets:

Bluffton Welcome Center	FY2021 Total Budget	FY2021 ATAX Award	FY2022 Total Budget	FY2022 Recommended ATAX Award 82%	% Increase/ (Decrease) in ATAX Awards
Salaries and Benefits:	$ 123,000	$ 109,010	$ 130,000	$ 107,000	(2%)
Mortgage, Insurance & Utility Costs:	30,340	30,340	26,000	21,500	(29%)
Events/Programs:	2,400	2,400*	3,000	3,000*	25%
Advert. & Marketing:	4,500	4,500*	4,000	4,000*	(11%)
Equipment Upgrades:	3,690	3,690	4,000	3,500	(5%)
Contract Services:	27,060	27,060	24,300	20,000	(26%)
Other:	0	0	5,950	0	N/A
Capital Improvements:	13,000	13,000	10,000	13,000	(23%)
Total	**$ 203,990**	**$ 190,000**	**$ 207,250**	**$ 169,000**	**(11%)**

* Notes items funded at 100% while others are funded based on percentage of tourism.
N/A – Not Applicable

- Eligible "tourism-related expenditures" include:
    - "Advertising and promotion of tourism" is budgeted at $4,000 with details provided in the Marketing Plan found on page 13 if the application.
    - "Arts & Cultural Events" is budgeted at $3,000 for tours and events but is dependent upon COVID-19 impact and duration.
    - "Operating Visitor Information Center" remaining amount requested is $162,000 and qualifies per SC Revenue Ruling #98-22, *"expenditures that will qualify under this category are any monies spent to operate and maintain centers whose primary purpose is to provide information, brochures, and other services to tourist."*
        - Operating Expenses of $152,000 include personnel, mortgage and utilities, equipment upgrades and contract services for the Heyward House.
        - Capital Improvements of up to $10,000 include:
            - Shutters and dormers: $9,000
            - Exterior rotten soffits repairs: $7,000
            - Tree and limb removal and mitigation: $4,000
            - Windows and surround repair and replacement: $3,000

The committee voted to recommend a total award of $169,000 presented in the chart below:

Welcome Center at the Heyward House	Total Welcome Center Budget		Recommended ATAX Grant (approx. 82% of project budget)
Advertising and Promotion of Tourism:	$ 4,000		$4,000
Arts & Cultural Events:	3,000		3,000
Operating Visitor Information Center:	200,250		162,000
Total	**$ 207,250**		**$169,000**

☐ **Society of Bluffton Artists (SoBA) requested $18,200 in support of advertising and promotion of tourism for Promoting the Arts in the Lowcountry and Beyond with ATAC recommending $18,200.**

- There is an amended budget and request from the original included in the application that brought the budget from $40,500 to $36,400 and the request from $20,000 to $18,200.
- The gallery/education center is located at 6 Church Street in Old Town Bluffton and is currently going through a rebranding process to update its logo.
- Traditionally, SoBA has attracted and sold to over 60% of visitors and sales being tourists.
- Eligible "tourism-related expenditures" include:
    - "Advertising and promotion of tourism" is budgeted at $36,400 for regional marketing, contract with Bragg Media for new website, social media, newsletters, etc., and promotional items to include print material for art classes and event.

The committee voted to recommend a total award of $18,200 presented in the chart below:

Promoting the Arts in the Lowcountry and Beyond	Total Budget		Recommended ATAX Grant (50% of project budget)
Advertising and Promotion of Tourism:	$ 36,400		$ 18,200
Total	**$ 36,400**		**$ 18,200**

ATTACHMENTS:

1. Accommodations Tax Advisory Committee (ATAC) draft meeting minutes from May 18, 2021
2. Resolution Approving FY2022 Budget and Marketing Plan
3. DMO Contract 2019-33 between Hilton Head Island-Bluffton Chamber of Commerce and Town of Bluffton
4. Hilton Head Island-Bluffton Chamber of Commerce: FY2022 Budget and Marketing Plan
5. Bluffton MLK Observance Committee: Bluffton Juneteenth Celebration Grant Application
6. Bluffton MLK Observance Committee: Bluffton Juneteenth Celebration Staff Report
7. Resolution Authorizing Amendment 3 to MOA 2017-69
8. Memorandum of Agreement 2017-69
9. Historic Bluffton Foundation: Welcome Center at Heyward House Grant Application
10. Historic Bluffton Foundation: Welcome Center at Heyward House ATAC Staff Report and Scoring Sheet Summary
11. Society of Bluffton Artists: Promoting the Arts in the Lowcountry and Beyond Grant Application
12. Society of Bluffton Artists: Promoting the Arts in the Lowcountry and Beyond ATAC Staff Report and Scoring Sheet Summary
13. ATAC Scoring Table Rating Matrix
14. Previously Funded Grant Listing
15. Council Motion Recommendations

ACCOMMODATIONS TAX ADVISORY COMMITTEE MEETING MINUTES
MAY 18, 2021

Vice Chair Jean Wilson called the meeting to order at 6:03p.m. Other committee members present were Mike Tripka, Joe Kropiewnicki, Ellen Shumaker, Christy Parker, and Nathaniel Pringle. Committee member absent was Chair, Sam Britt. Staff in attendance was as follows: Natalie Majorkiewicz, Treasury Manager and Kristy Carge, Treasury Supervisor.

Roll Call and Confirmation of Quorum
Six committee members present, one absent, quorum met.

Adoption of Agenda
Vice Chairman moved to adopt the Agenda.

Wilson motioned to adopt agenda as stated. Shumaker seconded. The motion carried unanimously.

Adoption Minutes:
Vice Chairman moved to adopt the minutes.

Wilson motioned to adopt minutes as stated. Kropiewnicki seconded. The motion carried unanimously.

New Business:
Wilson reviewed the updated timeframe for the Hilton Head Symphony Orchestra's event. Majorkiewicz discussed scheduling a workshop to assist with more organizations to apply for grant funds, possible updates, and reorganization to the ATAC application. Dates for the workshop will be proposed and sent to the committee.

Financial Report: Natalie Majorkiewicz, Treasury Manager
The total funds available for distributions are **$1,488,053.** When comparing the State and Local Accommodations Tax collections for the quarter ending March 2021 to the same quarter of last year, the revenues are up $221,372 or 114%. There are 3 applicants for this quarter with $446,500 for requests.

(DMO) Hilton Head Island - Bluffton Chamber of Commerce: Bluffton Marketing Plan 2021-22:
Ariana Pernice, Vice President, Hilton Head Island – Bluffton Chamber of Commerce provided and overview. Pernice reviewed the details and outcomes from the Path Forward Readiness Plan which was implemented during the 2020 COVID pandemic. Moving forward to the new fiscal year the Key Areas of Interest were defined as well as who the marketing efforts are targeting. Pernice explained that their website serves as a long-term platform for visitors who travel to the area. The 2022 Strategies were outlined, and new initiatives include a Destination Website, an Explore Bluffton Video Series, and a dedicated Official Bluffton Vacation Planner. The requested budget totals $230,000.00, which aligns with pre-pandemic efforts.

Kropiewnicki motioned to approve. Tripka seconded. The motion carried unanimously.

DRAFT

Bluffton MLK Observance Committee: Bluffton Juneteenth Celebration - $27,500:
Katherine Louw, Director of Good, Watterson Brands and Jackie Brown, Secretary provided and overview. Louw explained the MLK Observance Committee has hosted 6 previous Juneteenth Celebrations. They believe they now have the opportunity to draw visitors from the entire region. This event will host local Gullah vendors, food trucks, spoken word, dancing and music to help bring the community together. Wilson asked when the advertising will start. Louw explained the delay occurred as they were waiting on a piece of commissioned artwork to be completed by a local artist as part of the advertising. Louw stated other advertising will be done via radio, television, and print ads. Kropiewnicki asked if any digital marketing attempts will be done to reach visitors from outside the area. Louw stated that form of advertising is still in development. They have secured $7,000 out of the projected $10,000 in community sponsorships. The Low Country Legacy Fund will cover any costs not paid by community sponsors. A ticketed second event of Sunday Brunch with live entertainment has been added with the intention to increase overnight stays. An option to collect tourist statistics is using a QR code at the entrance. Parker suggested using USCB volunteers to assist with tracking the information should the QR codes not be available in time.

Tripka motioned to grant $27,500 as presented in the Staff report. Kropiewnicki seconded. The motion carried unanimously.

Historic Bluffton Foundation: Welcome Center at the Heyward House – $169,000:
Kelly Graham, Executive Director provided an overview. Graham explained adjustments made to the Welcome Center in order to continue to operate during the pandemic with moving all the brochures and maps to the back porch of the Heyward House for visitors to obtain. Graham also explained the advertising material, brochures, etc. are provided by local merchants and are not included in the advertising budget. The material visitors are taking has increased since the doors were not open to the public. Although the museum is closed for tours, the walking tours and grounds tours are still in operation and continue to grow in numbers. The museum is set to reopen to the public in late June. Tours will be limited and will be reserved and paid for by telephone. Graham stated the redesigned website has been brought “in house” for all updates and management. The Bluffton film is also now available on the website and has had over 7,000 views. The rental applications for Common Ground have also been moved to the website for ease of use. Common Ground is averaging 3 rentals per month, generating previously uncaptured revenue. The Historic Bluffton Foundation has received both rounds of the Federal PPE loans, assisting with salary coverage and overhead, not drawing from the previous ATAC grant. Graham stated this has generated a surplus, therefore, this year’s request is $21,000 less than last year’s request. Kropiewnicki asked if there would be a price increase for the use of Common Ground to continue the revenue stream. Graham stated he doesn’t want to raise it too high but would not be opposed to it in the future.

Wilson motioned to grant $169,000 as presented in the Staff Report. Shumaker seconded. The motion carried unanimously.

DRAFT

Society of Bluffton Artists: Promoting the Arts in the Lowcountry and Beyond - $18,200:
Marie Burgeson, President and John Kenney, Treasurer of SoBA provided an overview. Burgeson explained that Social Media is the largest draw for the organization, using videos and photographs multiple times per week. Bragg Media is their marketing company, who promotes SoBA to the entire Southeast region. A portion of this year's request is for the creation of a new website, which is almost completed. There are also rebranding efforts in play, including new signage. Wilson asked for clarification on the rebranding. Burgeson explained they will still be SoBA, but with a new, different look which will appear on their website, rack cards and signage. She further explained the hopes are for the new website to enhance the draw to Bluffton while promoting the gallery. Prior to the pandemic a guest book was kept, identifying where customers were from and showing over 75% were tourists. The gallery is hoping to be able to bring the guest book back in the near future. Artists and instructors come from out of town and sometimes out of country. Therefore, SoBA has partnered with the old Town Bluffton Inn to provide lodging assistance. Burgeson explained they were able to qualify for the Carolina Cares grants which has assisted in offsetting certain costs.

Pringle motioned to grant $18,200 as presented in the Staff Report. Kropiewnicki seconded. The motion carried unanimously.

Meeting adjourned at 7:20 p.m.
Wilson motioned to approve. Shumaker seconded. The motion carried unanimously.

DRAFT

RESOLUTION

A RESOLUTION OF THE TOWN OF BLUFFTON APPROVING THE HILTON HEAD ISLAND – BLUFFTON CHAMBER OF COMMERCE TO MANAGE AND DIRECT THE EXPENDITURE OF THE SPECIAL FUND OF THE TOWN OF BLUFFTON CONSISTING OF THIRTY PERCENT (30%) OF THE BALANCE OF STATE ACCOMMODATIONS TAX AND UP TO EIGHT PERCENT (8%) OF THE BALANCE OF LOCAL ACCOMMODATIONS TAX REVENUE TO BE USED ONLY FOR ADVERTISING AND PROMOTION OF TOURISM TO DEVELOP AND INCREASE TOURIST ATTENDANCE THROUGH THE GENERATION OF PUBLICITY AS OUTLINED IN THE FY2021 BUDGET AND MARKETING PLAN AND IN ACCORDANCE WITH CONTRACT 2019-33.

WHEREAS, S.C. Code § 6-4-10 provides, in part, that the funds received by a municipality collecting more than fifty thousand dollars ($50,000) from the local accommodations tax must allocate thirty percent (30%) of the balance received as defined in said code section to a special fund to be used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity; and

WHEREAS, S.C. Code § 6-1-520 permits the Town to impose, by ordinance, a local accommodations tax, not to exceed three percent (3%), on the gross proceeds derived from the rental or charges for accommodations furnished to transients as provided in S.C. Code 1976 § 12-36-920(A); and

WHEREAS, Town of Bluffton Code of Ordinances, Sec. 24-26(b) provides, in part, that an amount not to exceed eight percent (8%) of local accommodations tax may be set aside to a special fund to be used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity; and

WHEREAS, S.C. Code § 6-4-10 provides, in part, that the Town of Bluffton shall designate one or more organizations, such as a chamber of commerce, visitor and convention bureau, or regional tourism commission, which has an existing, ongoing tourist promotion program to manage and direct the expenditure of these tourism promotion funds; and

WHEREAS, the Town of Bluffton awarded contract 2019-33 to the Hilton Head Island-Bluffton Chamber of Commerce as the Town of Bluffton's Designated Marketing Organization that began on July 1, 2019 and shall continue for a period of up to three (3) years.

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

- The Hilton Head Island – Bluffton Chamber of Commerce continue as the Designated Marketing Organization (DMO) to manage and direct the expenditures of the special fund for FY2022; and

- In accordance with South Carolina state law, the DMO has submitted for approval an annual budget of planned expenditures by April 1st for FY2022.

- For FY 2022, Thirty percent (30%) of the balance of state accommodation tax as designated by Section 6-4-10(3) of the South Carolina Code of Laws, 1976 as amended be allocated to the special fund; and

- For FY 2022, an amount of eight percent (8%) of local accommodations tax be allocated to the special fund; and

- Immediately upon receipt to the special fund on a quarterly basis, the Town shall distribute the tourism promotion funds to the DMO; and

- The DMO shall render to the Town an accounting of all FY2022 expenditures by no later than November 1, 2022.

THIS RESOLUTION SHALL TAKE FULL FORCE AND EFFECT ON JULY 1, 2021.

SIGNED, SEALED AND DELIVERED AS OF THIS 8th DAY OF JUNE 2021.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

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

TOWN OF BLUFFTON AGREEMENT
Contract Number 2019-33

COUNTY OF BEAUFORT **STATE OF SOUTH CAROLINA**

THIS AGREEMENT is made the 16th of OCTOBER, 2019 between Hilton Head Island – Bluffton Chamber of Commerce (hereinafter called "Chamber") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town is a recipient of an allocation of State accommodations tax revenues ("ATAX") as defined in South Carolina Code ("S.C.C.") Section 6-4 which must be allocated to a special fund and used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation ofpublicity.

WHEREAS, Chapter 24 of the Bluffton Code of Ordinances allows for locally generated ATAX to be used for advertisements and promotions related to tourism development.

WHEREAS, S.C.C. 6-4 and Chapter 24 of the Bluffton Code of Ordinances specify that one or more organizations may be selected to receive these funds to further such advertisement and promotions so long as they meet specific criteria, including but not limited to: being organized as a non-profit organization employing a full- time executive director, submit an annual budget of planned expenditures, and provide an annual audited financial report generated in accordance with generally accepted accounting principles ("GAAP").

WHEREAS, the Town desires to enter into an Agreement with a non-profit who meets all of the statutory criteria for the purpose of advertising and promotion of tourism to develop and increase tourist attendance within the Town of Bluffton;

WHEREAS, the Town published a Request for Proposal detailing a scope of work, deliverables and specific schedule, and the Chamber responded thereto, and

WHEREAS, the Town and Chamber desire to enter into an Agreement wherein the Chamber shall provide such services as set forth herein and described in their Request for Proposal response 2019-33.

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Chamber, the parties hereto agree as follows:

1. **Chamber Obligations.**

1.1 Audit. The Chamber agrees to provide an independent auditor's financial report to the Town on an annual basis for each fiscal year it is under contract. The Chamber's fiscal year runs from July 1 to June 30. The audit shall be delivered to the Town no later than November 15 after the applicable fiscal year ends.

The following standards shall apply to the audit and/or the auditor:

(a) The audit shall be conducted in conformity with the statements, rules, policies, and procedures set forth by the American Institute of Certified Public Accountants ("AICPA").

(b) The audit shall be performed in accordance with generally accepted auditing standards ("GAAS").

(c) The auditor must comply with all applicable statement on auditing standards ("SAS") that are issued by the Auditor's Standing Board of the AICPA.

(d) The auditor must maintain malpractice insurance in an amount equal to at least One Million dollars ($1,000,000.00).

(e) The auditor must provide evidence of successful completion of the peer review process approved by the AICPA.

1.2 DMO Report. On a quarterly basis, the Chamber shall produce and deliver to the Town a schedule of revenues and expenses incurred to date for each fiscal year ("the Report") for the designated marketing organization division of the Chamber ("DMO"). The DMO revenue shall include all accommodation tax revenue received from the Town and/or the State of South Carolina. This Report shall be produced under the standards set forth above in Section 1.1(a), (b), and (c) and by the same auditor that has satisfied the standards set forth above in Section 1.2(d) and (e). The Quarterly Reports shall be delivered to the Town within 30 calendar days following October 1, January 1, and April 1, and the Annual Report with cumulative data no later than November 15 after the applicable fiscal year ends.

1.3 ATAX Disbursements. The Chamber shall manage and direct the expenditure of any ATAX monies disbursed to them, whether State or local in origin. In addition, the Chamber shall be eligible to apply for quarterly supplemental grants from the accommodation tax pool and from the emergency reserve fund established by the Town. All public funds received by the Chamber shall be subjected to the auditing and reporting requirements of this Agreement.

1.4 Process. The Chamber shall submit a budget of planned expenditures and a marketing plan ("MP") for the ATAX disbursement for each fiscal year. The MP shall be recommended by the Chamber's marketing professionals and the MP and the budget shall be approved by the Board of Directors of the Chamber. The budget and MP will then be submitted to the Town prior to April 1, The Town's accommodations tax committee ("ATAC") will review and make recommendation to Town Council. Upon the recommendation by the ATAC, the budget and MP shall be forwarded for approval to Town Council before the beginning of each fiscal year.

1.5 Inspection Rights. The Chamber shall provide access, upon reasonable notice, to the Town Manager, Town Council member(s), or Town Manager's designee (who possesses sufficient financial acumen) to inspect the necessary financial records, including third party invoices, of the Chamber in order to verify compliance of the Report in all material respects. This inspection right may be invoked twice per year.

1.6 Web Site. Subject to an agreement on the costs, the Chamber shall develop and maintain a website that is unique to Bluffton which shall remain the work product of the Town under an open Content Management System platform. The design and functionality of the website should be responsive in a variety of environments including desktop, tablet, and mobile. The Chamber will work with the Town to measure website traffic and develop a comprehensive Search Engine Optimization plan.

2. Performance Standards.

2.1 Industry Metrics. The Chamber shall provide the Town with certain tourism metrics as follows ("Industry Metrics"):

(a) Revenue per available room;

(b) Occupancy rates;

(c) Visitor spending studies;

(d) Return on investment for visitor spending per dollar of investment;

(e) Local tax revenues generated by visitors;

(f) Number of visitors;

(g) Number of referrals made to area businesses and number of website hits and click throughs made to area businesses;

(h) Numbers related to mail fulfillment and other contacts;

(i) Industry awards received for marketing and public relations efforts;

(j) Number of jobs created by tourism;

(k) Events held and participation in events by Chamber members; and

(l) Update on public relations efforts to include number of media impressions and dollar equivalent for the media impressions.

The content and format of the Industry Metrics report may change from time to time at the discretion of the Town and in accordance with activities planned in the Marketing Report. The Industry Metrics reports shall be submitted quarterly within 30 calendar days following October 1, January 1, April 1 and July 1. The Industry Metrics report shall also include year over year metrics as available.

2.2. Key Performance Indicators. The Town shall use the Industry Metrics reports to evaluate the performance of the Chamber against the objectives stated in the Marketing Plan, resulting in an evaluation of Key Performance Indicators ("KPIs"). Such evaluation shall take into account outside effects on tourism such as the state of the economy, weather, etc. In the event that the Town, in its sole discretion, determines that the Chamber is not meeting the objectives of the Key Performance Indicators, it shall work with the Chamber on a remedial plan to cure the deficiencies. If the Chamber does not meet the objectives and deadlines of the remedial cure plan, the Town shall have the right to provide written notice of contract termination.

3. Chamber Covenants and Representations.

3.1 The Chamber covenants and represents that it has all necessary licenses, permissions and authority to enter into this Agreement.

3.2 The Chamber covenants and represents to perform all tasks required under this Agreement with a degree of skill and care of reputable organizations of the same profession nationally.

3.3 The Chamber covenants and represents to properly withhold from all wages, commissions, salaries, and fees paid by the Chamber to third parties or employees, agents, or subcontractors of the Chamber all amounts required by state or federal law to be withheld for or on account of taxes, social security payments, or other withholdings mandated by law or regulation.

3.4 The Chamber covenants and represents that it shall maintain the appropriate amounts and coverages of insurance for general liability, auto liability, and workers compensation as determined by the Town for the entire length of the Agreement. The Chamber must provide the Town with a Certificate of Insurance that names the Town as an additional insured on their general liability policy. The Chamber is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract.

3.5 The Chamber covenants and represents that it shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act of 1938, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, the South Carolina Wage Act, the South Carolina Worker's Compensation Act, all laws related to the South Carolina Accommodation Tax, and all Town of Bluffton Ordinances.

3.6 The Chamber covenants and represents that the MP shall include a public relations plan and a social media plan, including development and maintenance of the Town of Bluffton tourism web site.

4. Town Covenants and Representations.

4.1 The Town hereby covenants and represents that it will comply with all state and local accommodation tax laws and ordinances in administering all such funds to the Chamber and other non-profit organizations.

4.2 The Town hereby covenants and represents that it shall comply with all such laws and procedures in a manner not to discriminate against one non-profit versus another non-profit.

4.3 The Town hereby covenants and represents that it shall pass a resolution no later than June 30 of the preceding fiscal year allocating the funding for the upcoming fiscal year.

4.4 The Town hereby covenants and represents that it shall cause the funding to be paid quarterly to the Chamber for the budget and MP to be implemented. Quarterly payments will be made within 5 days of receipt of quarterly State ATAX proceeds.

4.5 The Town hereby covenants and represents not to disturb, violate, request to be violated, any laws, loan covenants, policies and procedures, including but not limited to all federal and state laws, and the South Carolina Non-Profit Act which effect the Chamber.

4.6 The Town hereby covenants and represents that the Town has lawful authority required under State law and Town ordinances to enter into and perform this Agreement.

5. **Term.** This Agreement shall be effective July 1, 2019 and shall continue for a period of up to three (3) years unless otherwise terminated as provided herein. Each party retains the right to terminate this Agreement in accordance with Section 6.

6. **Termination.**

6.1 For Cause. If the Performance Standards have not been met, and the Chamber has not cured in accordance with Section 2.2, the Town may terminate this Agreement by providing ninety (90) day notice to the Chamber. In the event the auditor determines fraud has occurred, the Town may terminate this Agreement immediately.

6.2 For Convenience. Each party shall have the ability to terminate the Agreement by providing the other party 90 days' written notice.

7. **Other Provisions.**

7.1 Headings. Headings to paragraphs in this Agreement shall not interpret or alter the meaning of the words in the respective paragraph, nor any other provision of this Agreement.

7.2 Notices. All notices to each party shall be in writing and sent as follows:

Town of Bluffton
ATTN: Marc Orlando, Town Manager
PO Box 386
Bluffton, SC 29910

HHI – Bluffton Chamber of Commerce
ATTN: William G. Miles
PO Box 5647
Hilton Head Island, SC 29938

7.3 Jurisdiction. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

7.4 Independent Contractor Status. The Chamber shall not, by entering into this Agreement, become a servant, agent, or employee of the Town, but shall remain at all times an independent contractor. This Agreement shall not be deemed to create any joint venture, partnership, or common enterprise between the Chamber and the Town, and the rights and obligations of the parties shall not be other than as expressly set forth herein.

7.5 Attorney's Fees, Dispute Resolution. In the event of a dispute between the parties, the prevailing party in any dispute shall be entitled to an award of all reasonable attorneys and costs.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

HILTON HEAD ISLAND-BLUFFTON CHAMBER OF COMMERCE

Date: 10-16-2019

By: [signature]

Print Name: William G. Miles

TOWN OF BLUFFTON

Date: 10.28.19

By: Marc Orlando

Print Name: Marc Orlando

Position: President & CEO

Witnesses:

Position: Town Manager

Witnesses:

FISCAL YEAR 2021-2022

TOWN OF BLUFFTON

DESTINATION MARKETING PLAN

bluffton

HEART OF THE LOWCOUNTRY

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Year in Review
Awards & Mentions

★★★★★

Montage Palmetto Bluff named among "Best Places to Travel in May"

The Cottage named in the "Eat" category for one of the "Greatest Travel Spots" by *South Magazine*

Montage Palmetto Bluff named among *Travel + Leisure* World's Best Awards "The Top 15 Resort Hotels in the South"

Montage Palmetto Bluff was a featured destination for future travel and as a spot in "Best Weekend Road Trips" in *Travel + Leisure*

Montage Palmetto Bluff receives *Forbes* Travel Guide's 5-Star Award

Bluffton is listed as among "20 Small Towns that Leave an Impression" in *Country Living*

Montage Palmetto Bluff is named to *Condé Nast Traveler's* World Gold List one of only 17 resorts in the U.S.

Montage Palmetto Bluff named among *Condé Nast Traveler's* Reader's Choice Awards "Best Resorts in the South"

Social Performance

In 2020, we built on 2019's launch success by focusing on increasing impressions for brand awareness and follower growth, as well as fostering engagement among our audience. We found natural beauty photography outperforms any other kind of content, and are continuously finding ways to showcase the culinary scene, historic landmarks, art scene, and culture in ways that resonate with our audience.

In Q3 and particularly Q4 of 2020, as Covid-19 restrictions loosened, we also implemented new tactics with more direct CTAs to book a Bluffton getaway and posting Instagram Stories with CTAs to click the link in our bio. These efforts proved successful for us which you will see in the numbers below.

Channel Growth

12,135
ExploreBlufftonSC

3,043
ExploreBlufftonSC

625
VisitBlufftonSC

377%
OVERALL GROWTH RATE

120K
OVERALL ENGAGEMENT

5.96%
FACEBOOK ENGAGEMENT RATE
(FACEBOOK AVERAGE 0.09%)

19,282,684
FACEBOOK REACH

3.76%
INSTAGRAM ENGAGEMENT RATE
(INSTAGRAM AVERAGE 1.6%)

1,786,881
INSTAGRAM REACH

Executive Summary

The Hilton Head Island-Bluffton Chamber of Commerce/Visitor & Convention Bureau continues to be the leader in promoting tourism within Bluffton. The organization as a whole utilizes national economic and tourism trends, consumer research, prior program performance, demographics and takes into consideration the needs of our community (residents and businesses) to be in the best position as the steward of the destination.

The Hilton Head Island-Bluffton Chamber of Commerce and Visitor & Convention Bureau implemented major actions aimed at maintaining its commitment to excellence and leadership in the marketplace this past fiscal year. These included:

- Development and implementation of the Path Forward Readiness Plan, a uniform set of recommended protocols for businesses to follow, provided a consistent and evidence-based approach to protecting the health of our residents, workforce and visitors. Over 150 business owners, residents and community members and government officials gave their input and over 300 businesses took the Pledge to adhere to the recommended guidelines. The Path Forward story was picked up by 140 different media outlets and adopted nationally by VRMA, Vacation Rental Management Association.
- Integration of Zoom technology for our organization to be able to adapt and continue operating seamlessly.
- Development of weekly Tele-Town Hall series to deliver relevant and up to date information to listeners and provide insight from key thought leaders throughout 2020 and into 2021.
- Launch of VisitBluffton.org as an independent website.
- Expansion of air-service and air-carriers at both airports serving the region.
- Board approved 10-year Destination Management Plan that provides the roadmap and shared vision for the community to ensure responsible and sustainable tourism growth.

Vision

A welcoming, world-class community embracing nature, culture and economic vibrancy for residents and visitors.

Mission

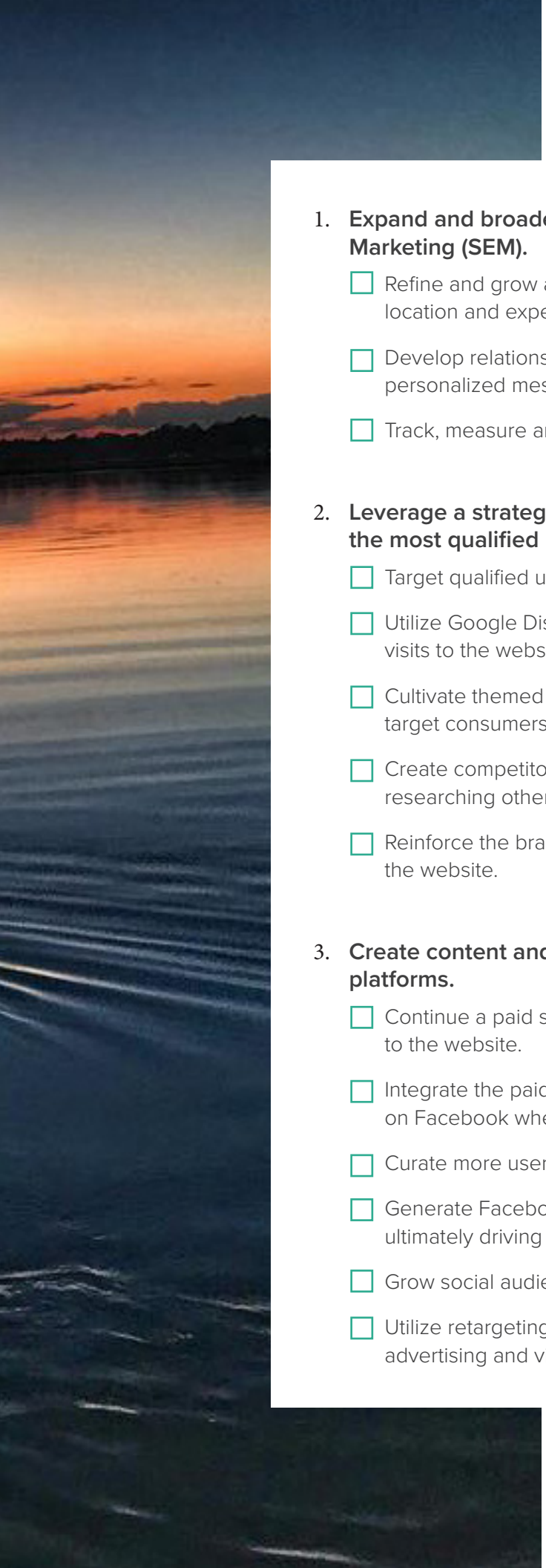
Stimulate the regional economy while enhancing the quality of life for all.

Brand Commitment

Bluffton is the heart of the Lowcountry. It speaks to the town's central location, its lovable characteristics, and that Bluffton is the pumping, economic life force of the Lowcountry. Most importantly, it's a tone and a feeling. When you're in the Town of Bluffton, you can see and feel the love. It's real and authentic. It's the heart symbol in your logo, on a window, the pride residents have in their downtown or the warmth shared with strangers at an oyster roast. The Town of Bluffton is a well-kept secret. Nowhere else in the Lowcountry do you feel the love like you do when you are in Bluffton.

Source: Rawle Murdy Associates 2013

2021-2022
Strategies & Tactics



1. **Expand and broaden organic keyword rankings for Search Engine Marketing (SEM).**
   - ☐ Refine and grow a targeted list of keywords that align with the visitors' location and experiences.
   - ☐ Develop relationships with potential visitors and key audiences through personalized messaging.
   - ☐ Track, measure and analyze all responses within the consumer journey.

2. **Leverage a strategic mix of targeted methods to identify and reach the most qualified users.**
   - ☐ Target qualified users through digital video across social platforms.
   - ☐ Utilize Google Display Network (GDN) with display ads to increase visits to the website.
   - ☐ Cultivate themed ad groups and keywords around categories that target consumers researching vacation terms.
   - ☐ Create competitor targeted campaigns to capture demand from those researching other destinations.
   - ☐ Reinforce the brand by serving ads to those who have visited the website.

3. **Create content and measurements to adapt to social media platforms.**
   - ☐ Continue a paid social strategy for Bluffton-specific posts driving traffic to the website.
   - ☐ Integrate the paid and organic social efforts, ensuring content boosting on Facebook when budget permits.
   - ☐ Curate more user-generated content.
   - ☐ Generate Facebook likes, Instagram followers and Twitter followers, ultimately driving traffic to content-rich pages of the website.
   - ☐ Grow social audiences through paid social media strategy.
   - ☐ Utilize retargeting efforts for consumers that have engaged with our advertising and visited the website.

4. **Improve the visibility of the Bluffton website within the search results of both search engines and social networks for branded key phrases and emerging search queries.**

   - [ ] Ongoing technical audits and comprehensive reviews to ensure content on the website remains crawlable and indexable by search engines.
   - [ ] Identify target keywords for content, and regularly highlight optimization opportunities for existing content to ensure relevance for search engines.
   - [ ] Identify and attract high quality links from high authority sites, along with sharing of content through influencer outreach and a targeted social media strategy.
   - [ ] Optimize and take advantage of new Google My Business (GMB) features where relevant to ensure users interest is captured both on and off-site.
   - [ ] Research to find new opportunities for content that, once indexed by search engines, will drive qualified searchers to the website.

5. **Market the destination to prospects in all meetings and group market segments to grow shoulder and off-season business.**

   - [ ] Attend tradeshows and/or connect with meeting planners to build awareness and generate leads for group business.

6. **Create a collateral piece with compelling imagery and content about the destination.**

   - [ ] Develop and produce the Official Bluffton Vacation Planner.
   - [ ] Distribute the planner to visitors, businesses, elected officials, tradeshows, events and media.
   - [ ] Create an immersive digital and social version of the planner to leverage the ever-growing visitors online engagement.

7. **Use research and reports to influence future marketing efforts.**

   - [ ] Ongoing maintenance of ThinkBluffton.org, the Chamber's online economic metrics portal for Bluffton.
   - [ ] Procure Smith Travel Research (STR) and DestiMetrics reporting on a regular basis for measuring lodging occupancy, average room rates, room demand and RevPAR.
   - [ ] Collaborate with College of Charleston Office of Tourism Analysis along with ensuring details of our Google analytics and social platforms to provide quarterly and annual performance updates.

Budget

*Note that the proposed budget is a projection and dependent on actual ATAX collections for 2021-2022. We will continue to work with the Town of Bluffton throughout the year to make adjustments as needed.

SEO / Social Media (Organic)	**$18,900**
Digital Promotions	**$45,000**
Media Management & Reporting	**$5,265**
Website & Campaign Maintenance	**$14,310**
Bluffton Insiders (enews)	**$4,860**
Bluffton Vacation Planner	**$22,500**
Regional Vacation Planner	**$12,165**
Group Tour	**$900**
Photography / Videography	**$12,000**
Research & Planning	**$4,500**
Contingency	**$4,500**
Ops & Management	**$85,100**
Total Expenses	**$230,000**

CALHOUN STREET
Edisto
EIGHTY5MILES
MARINE CORP AIR STATION
BEAUFORT-18 MILES
Beaufort Eighteen Miles
Savannah-Hilton Head
INTERNATIONAL
AIRPORT 21MILES
PARRIS ISLAND-11 MILES

Demographics & Personas

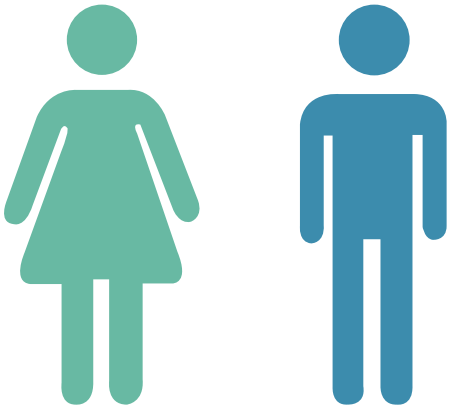
We use multiple primary and secondary data sources to understand who our visitors are and what motivates them to visit Bluffton. Our real-time data sources include Google Analytics, in addition to research, partnering with the Office of Tourism Analysis at the College of Charleston and the University of South Carolina Beaufort. Using these insights we are able to extract visitor persona detail which allows us the ability to further refine our messaging to a more qualified potential consumer.

Today, as we adjust to the new traveler needs, we will continue to keep our demographics and key personas at the forefront, but will adapt as necessary in the short-term to address the consumers travel sentiment. We will expand our drive radius as travelers are willing to drive further distances post quarantine and continue to focus on our short-haul fly markets, supporting new air lift as it becomes available.

We have identified the following key persona groups as:

- Family
- Snowbirds
- Activities/Recreation Enthusiasts
- The Weekender
- Arts, Culture and History
- Culinary

Our Target Leisure Traveler for the Region



67.4% Female

32.6% Male

$150K+ Affluent Traveler

59.1% Undergraduate Degree or Higher

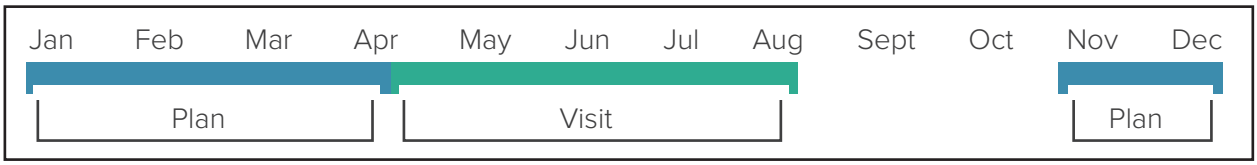
2-4 Trips per Year

7 Nights Average Length of Stay

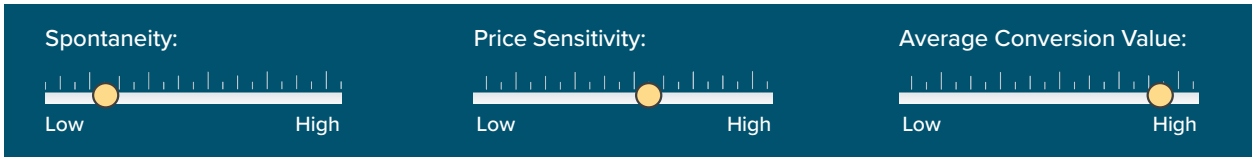
Family

Family Travel Objective

Find a vacation spot that will please everyone during the school holidays.



Travel Habits



Who They Are

- Upscale & Status Oriented
- Values Family Time
- Creating a Legacy
- Active & Health Conscious

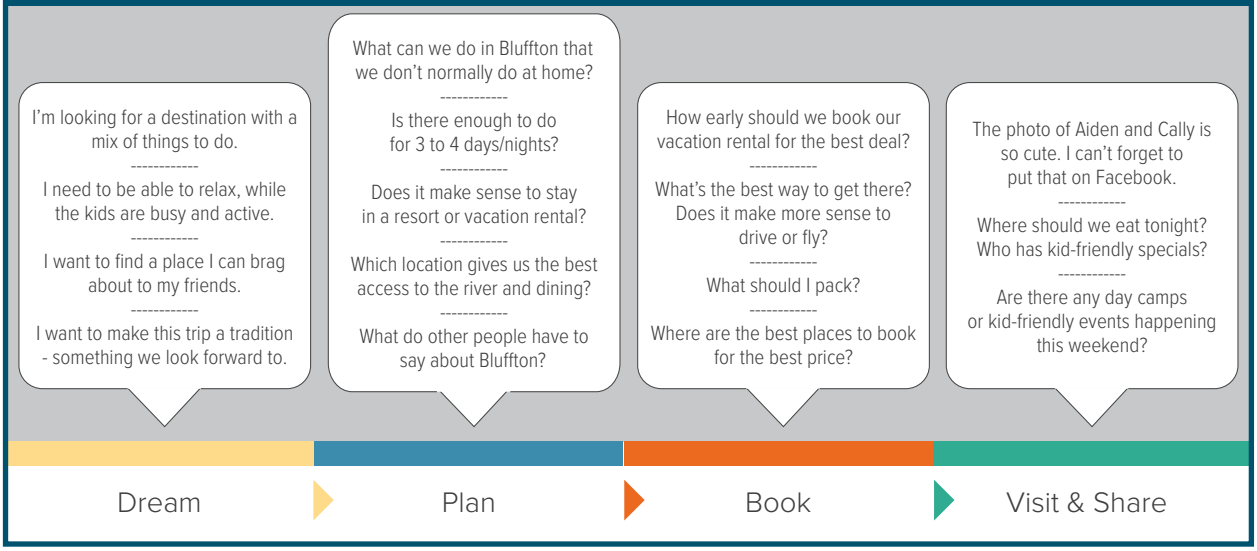
Preferred Activities & Attractions

- Vacation Rentals & Resorts
- Beach & Water Activities
- Biking & Hiking
- Tennis & Pickleball
- Festivals & Events
- Kid-friendly Dining
- Museums & Day Camps

Marketing Channels & Formats

- Facebook Videos
- Instagram
- TripAdvisor
- TV
- Online Video
- Forums & Blogs
- Pinterest

"Let's Make Memories." Their Path to Purchase

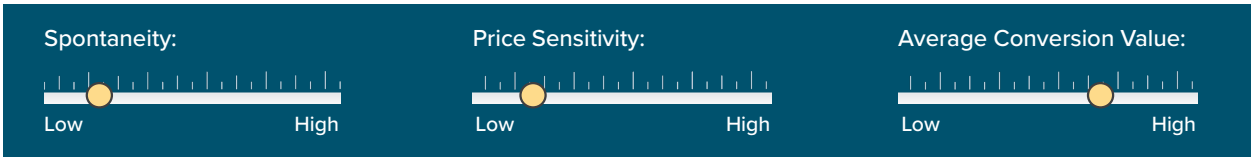


Snowbirds

Snowbirds Travel Objective

Find a warm destination that feels like home for the winter, where they can welcome family and friends for visits.

Travel Habits



Who They Are

- Traditional
- Values Family Time
- Enjoys the Finer Things
- Active & Health Conscious

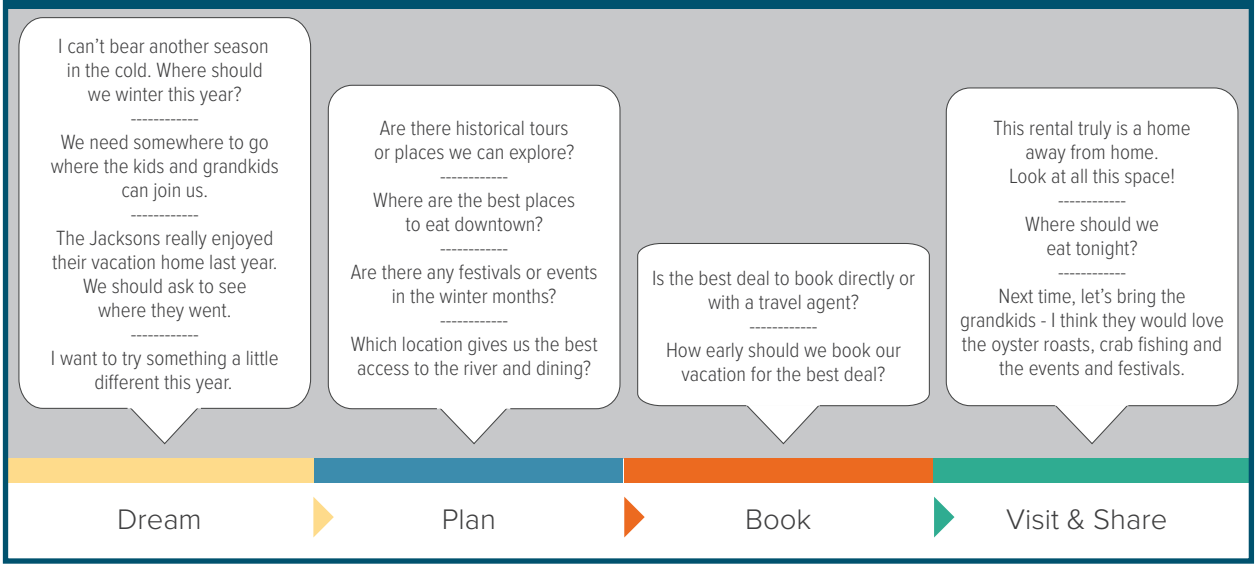
Preferred Activities & Attractions

- Vacation Rentals
- Dining
- Golfing
- History / Cluture
- Excursion / Tour
- Biking

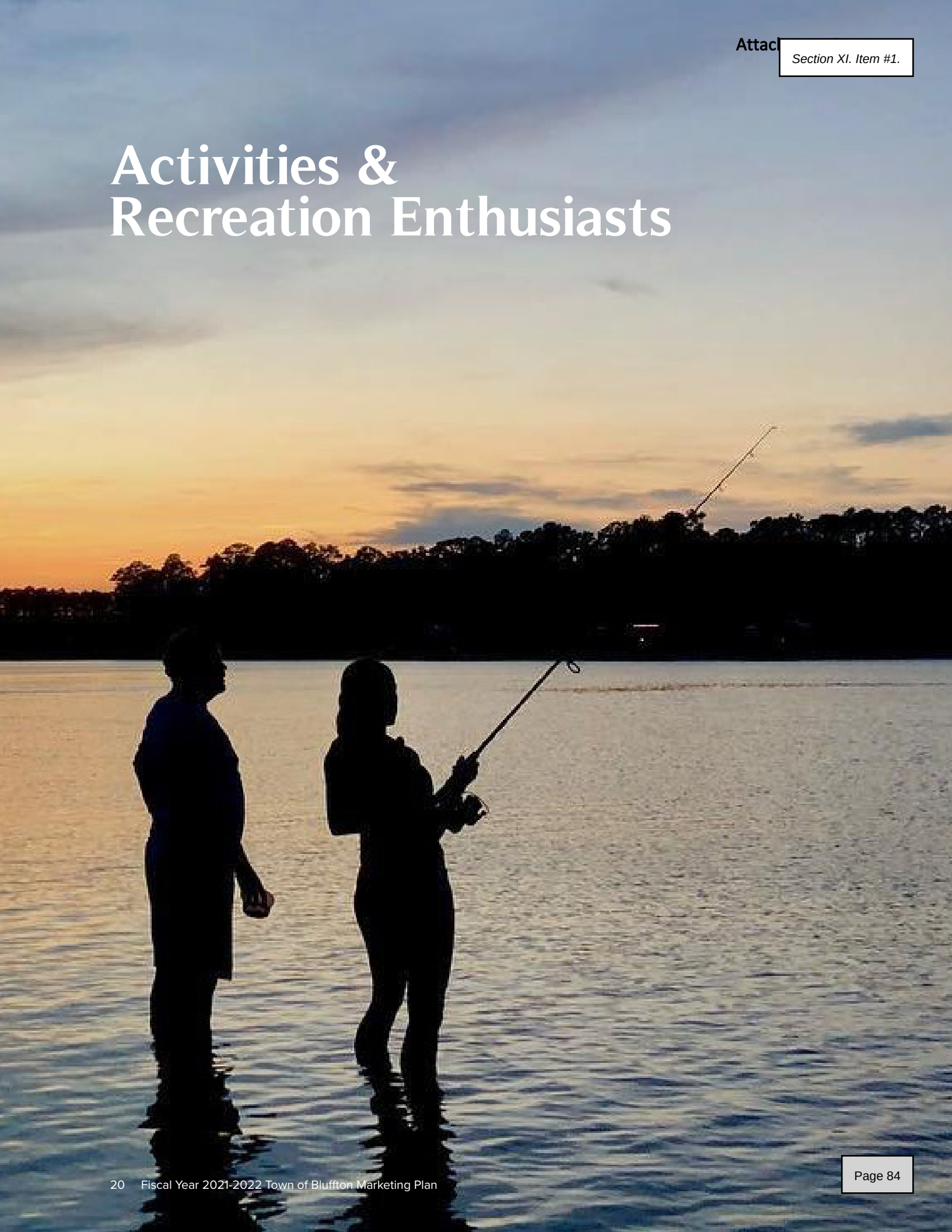
Marketing Channels & Formats

- Facebook
- Print
- TripAdvisor
- Radio
- TV
- Online Video

"Let's Make this Feel like Home." Their Path to Purchase

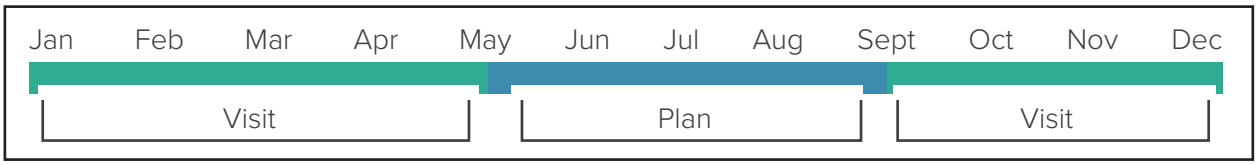


Activities & Recreation Enthusiasts

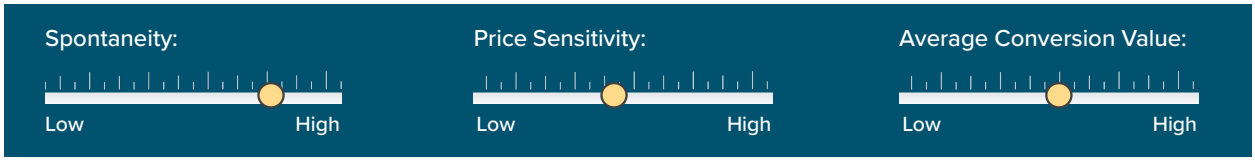


Activities / Recreation Enthusiast Travel Objective

Find a destination where they can pursue their interests on their downtime.



Travel Habits



Who They Are

- Sports Fans
- Leisure Lovers
- Spontaneous & Social
- Active & Health Conscious

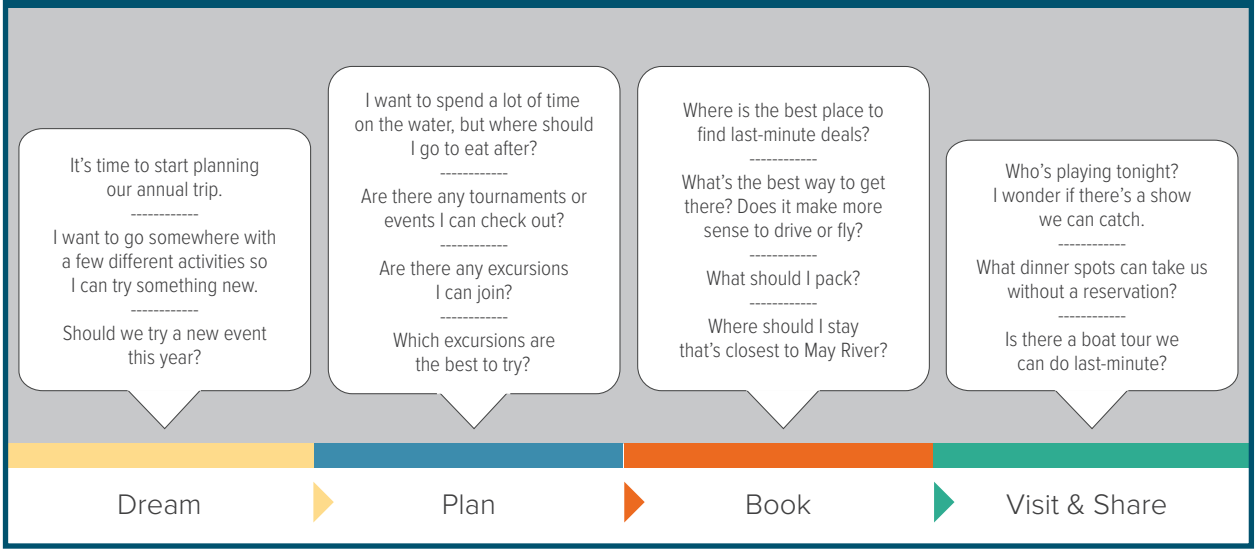
Preferred Activities & Attractions

- Golf
- Boating & Water Activities
- Hiking & Biking
- Nightlife

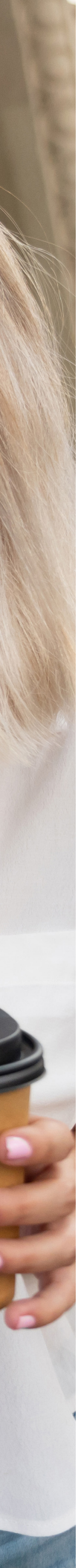
Marketing Channels & Formats

- Facebook Videos
- Instagram
- Twitter
- TripAdvisor
- TV
- Online Video
- Forums & Blogs

"Let's Explore." Their Path to Purchase



The Weekender



The Weekender Travel Objective

Find a fairweather weekend escape from work and city life.

Jan Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec

Ongoing Visitation & Planning

Travel Habits

Spontaneity: Low — High

Price Sensitivity: Low — High

Average Conversion Value: Low — High

Who They Are

- Upscale & Status Oriented
- Urban Dwellers
- Spontaneous & Social

Preferred Activities & Attractions

- Vacation Rentals & Resorts
- Water Activities
- Dining & Shopping
- Romantic Things to Do
- Festivals & Events
- Weddings
- Palmetto Bluff

Marketing Channels & Formats

- Facebook Videos
- Instagram
- TripAdvisor
- TV
- Online Video
- Forums & Blogs
- Pinterest

"Let's Get Away." Their Path to Purchase

Dream
Let's get away this long weekend.

I'm looking for a place with enough things to do, that also offers some down time.

I want to find a place I can brag about to my friends.

Plan
Are there any events happening in the area?

Where is the best place to stay for a weekend?

I want to do something special for date night.

Book
Where is the best place to find last-minute offers?

What's the best way to get there? Does it make more sense to drive or fly?

What should I pack?

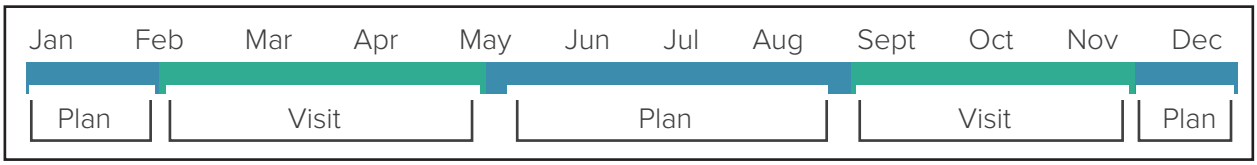
Visit & Share
Where can we make a dinner reservation that has a romantic vibe?

I want to wear something cute for the show tonight. Where can I find an outfit?

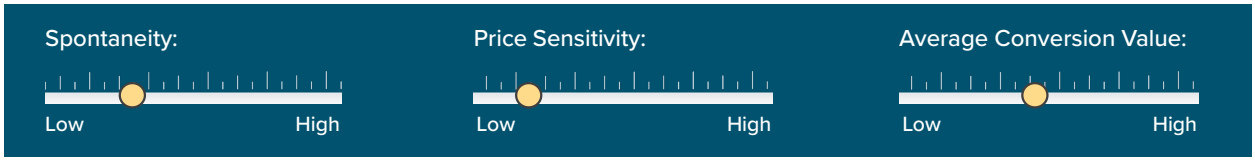
Arts, Culture & History

Arts, Culture & History Travel Objective

To explore cultural attractions, historical sites and the local arts scene.



Travel Habits



Who They Are

- Values Learning & Authenticity
- Seeking an Immersive Experience
- Image Conscious
- Upscale & Status Oriented

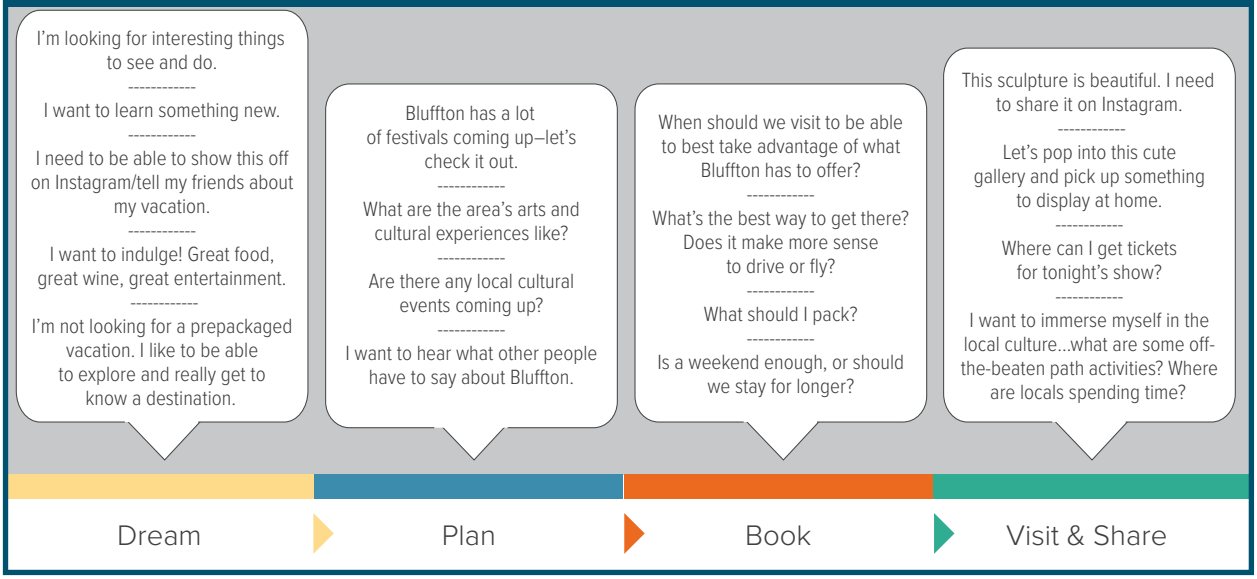
Preferred Activities & Attractions

- Historical District & Attractions
- Art District & Galleries
- Cultural District
- Gullah Geechee Cultrual Heritage
- Festivals & Events
- Art of Old Town
- Church of the Cross

Marketing Channels & Formats

- Facebook Videos
- Instagram
- TripAdvisor
- Online Video
- Forums & Blogs
- Pinterest
- Earned Media (Print/Digital)

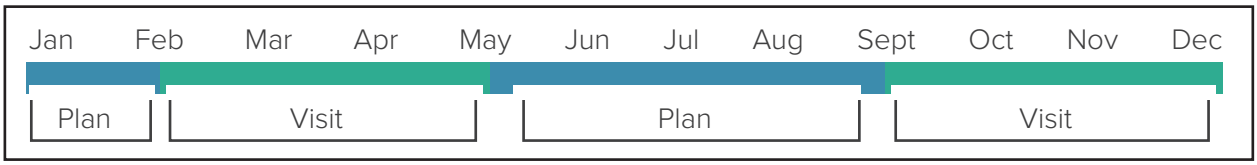
"Experiences are Greater than Things." Their Path to Purchase



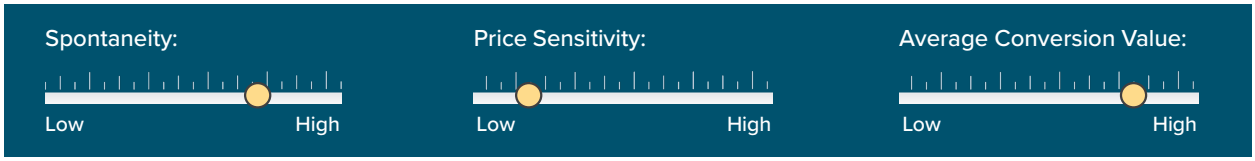
Culinary

Culinary Travel Objective:

Be immersed in a new destination (or an old favorite) by exploring the pursuit of unique and memorable culinary experiences.



Travel Habits



Who They Are

- Values Authenticity
- Seeking an Immersive Experience
- Spontaneous & Social
- Unconventional

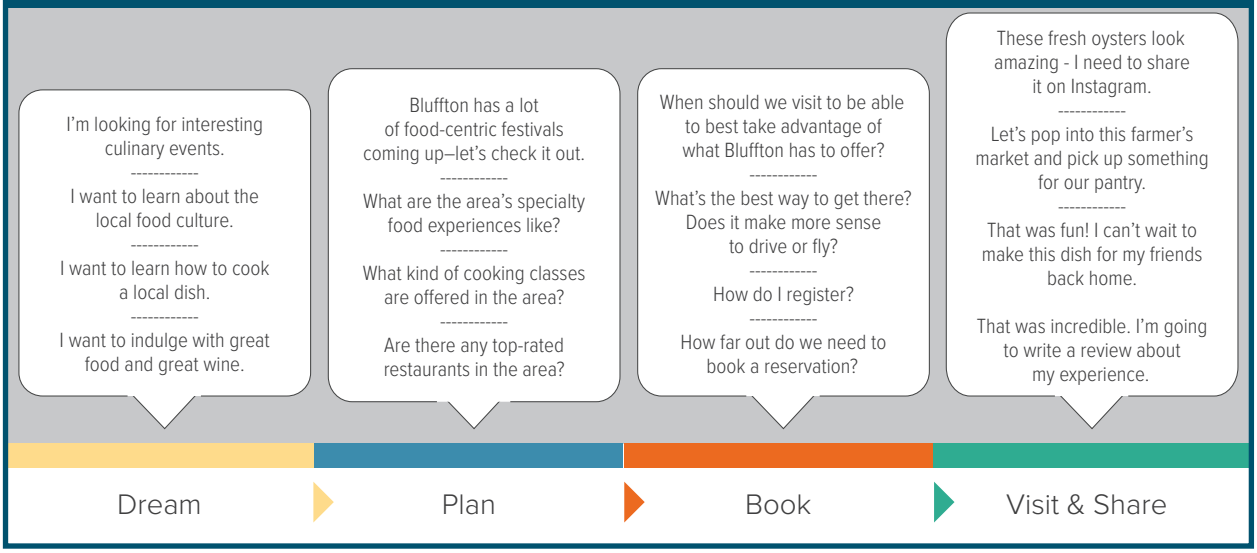
Preferred Activities & Attractions

- Cooking Classes
- Food Tours
- Wine, Beer and Food Festivals
- Specialty Dining Experiences
- May River Oyster Roasts

Marketing Channels & Formats

- Facebook Videos
- Instagram
- TripAdvisor
- Forums & Blogs
- Pinterest

"Experience Authentic, Local Cuisine." Their Path to Purchase



2021-2022 Destination Marketing Plan

The Visitor & Convention Bureau will continue to position Bluffton as the ultimate escape filled with genuine experiences to explore. For those looking to travel and immerse themselves in a new vacation experience, Bluffton is where they will find historical traditions, culture, Gullah heritage, natural beauty and culinary delights.

Bluffton is a safety-first focused destination. With the development and implementation of the Path Forward Readiness Plan, we provided a consistent and evidence-based approach to protecting the health of our residents, workforce and visitors. This initiative has become a staple in our marketing efforts and is woven throughout the plan for 2021-2022.

In partnership with the Town of Bluffton and with our extensive customer research and detailed insight we have identified these key areas of interest that define Bluffton:

- Area “District” Designations including History, Cultural and Arts
- National Historic Register Designations including the Church of the Cross and Campbell Chapel AME
- Martin Family Park, Wright Family Park, Garvin-Garvey House and the Bluffton Oyster Company
- Gullah Geechee Cultural Heritage Corridor
- Palmetto Bluff / Montage
- Natural beauty / May River

Target Audience:

- Affluent consumers visiting Bluffton for cultural and arts experiences, historic tours, shopping and culinary activities.
- New and repeat overnighters to Bluffton and the region.
- Group Tour planners and their customers with interest in Southeastern destinations, particularly as a central location for hub and spoke coastal, historic, shopping, cultural, heritage, cuisine and environmental tours.

The Visitor & Convention Bureau invests in destination digital content management, qualified staff, content managers/editors and a professional, well-executed public relations and digital promotions program. These investments are key to operating a robust destination marketing program in today’s competitive and cluttered travel communications environment. This aspect of our work has become increasingly important as new communications channels emerge and evolve to give consumers more choices, more channels and more content.

As the Town of Bluffton’s Designated Marketing Organization (DMO) we are committed to the following:

- Supporting the destination’s brand position throughout all marketing programs.
- Increasing overnight visitation within Bluffton
- Increasing visitor expenditures to Bluffton attractions, retail and dining facilities. Thus increasing Bluffton and Bluffton’s attraction, hospitality and sales taxes collected.

In addition, we will continue to provide a powerful set of services and award-winning strategic marketing solutions that will drive measurable results.

Digital Marketing Plan

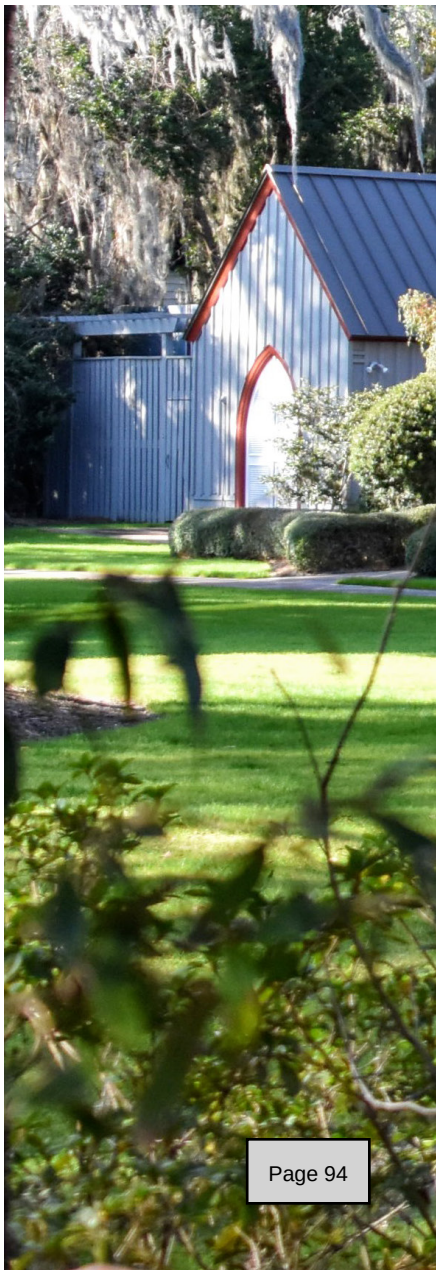
During 2020, Bluffton remained top of mind due to early on strategic adjustments to our media efforts with a “heavy up” approach to immersive content and recall of favorite memories. During COVID-19, while lockdown and quarantines varied state to state and beyond, our content served as a source of inspiration, enabling people to dream about their next getaway and reminisce fondly on past experiences. As people become more positive about and eager to travel again this year, Bluffton is perfectly positioned to appeal to leisure travelers. Continuing to build on the strong digital connection we have established and focusing on health and safety, Bluffton is an ideal destination for people planning a trip.

By examining trends for our key audience personas, we are able to deliver targeted, strategic messaging that answers the questions travelers are asking and responds to their needs, concerns, and priorities. Continuing to focus on and optimize high-quality content–copy, photography, user-generated content (UGC) and also incorporating new videos–will result in more partner referrals, higher engagement metrics, better brand awareness, positive sentiment, and increased conversions.

Paid digital media and social will drive our content initiatives this coming fiscal year, amplifying our content and delivering it to captive audiences. Strategic Search Engine Optimization (SEO) ensures our product features prominently in search results, with each element optimized based on best practices and search data.

Placement Strategies

Given its ability to offer cost-efficient messaging across geographic and lifestyle-focused segments, digital media will continue to be the primary channel for Bluffton’s 2021-2022 strategy. With a key objective of growing partner referrals, preference will be given to Search Engine Marketing (SEM) and placements that skew towards our primary audience: the decision makers and vacation planners of the household. When planning 2021-2022 placements, previous performance will be considered to ensure optimal reach, relevancy, and results.

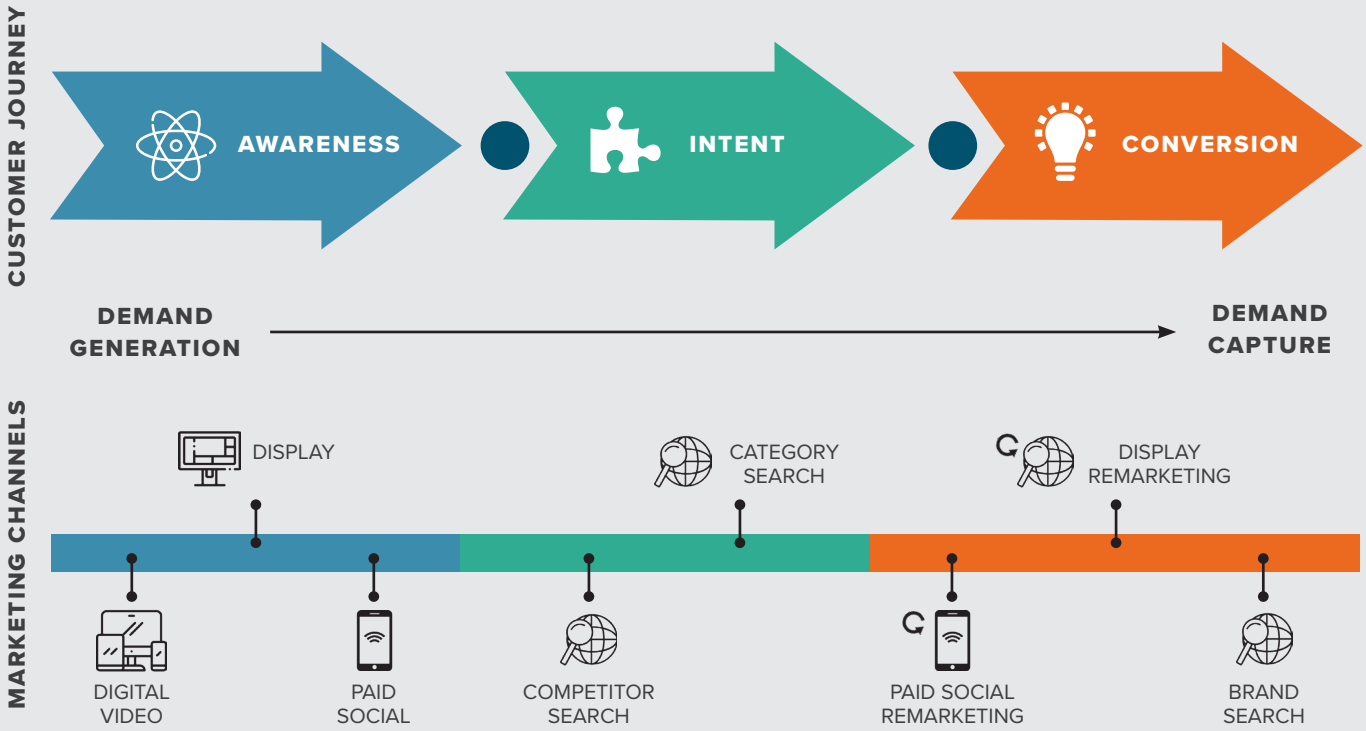


Search Engine Marketing (SEM)

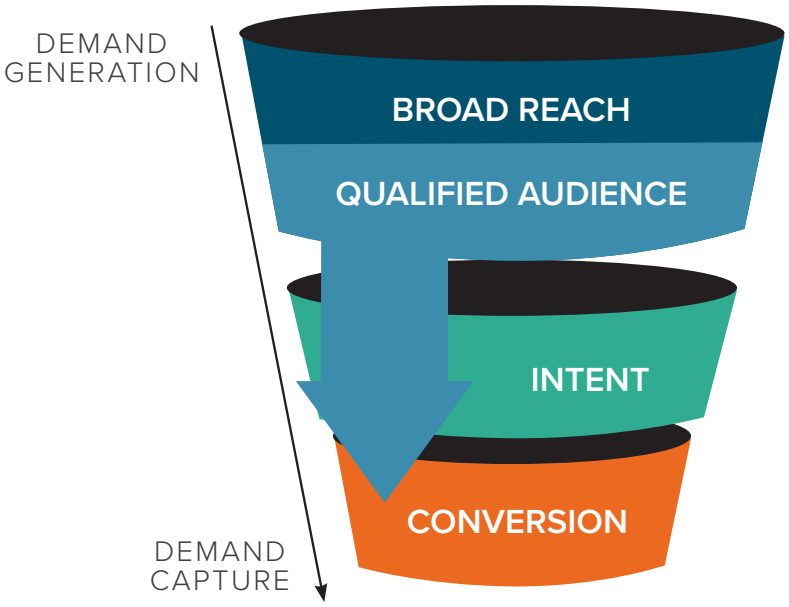
In order to capitalize on its ability to help expand and broaden organic keyword rankings, the Visitor & Convention Bureau will continue to build on the strategic SEM program into 2021-2022 for Bluffton. This will include a list of keywords that best align with Bluffton's target visitor and experiences.

1. Define and capture consumers at each phase of the consumer journey.
2. Develop relationships with potential visitors and key audiences through personalized messaging.
3. Track, measure and analyze all responses within the consumer journey.

Audience Targeting with Digital Media



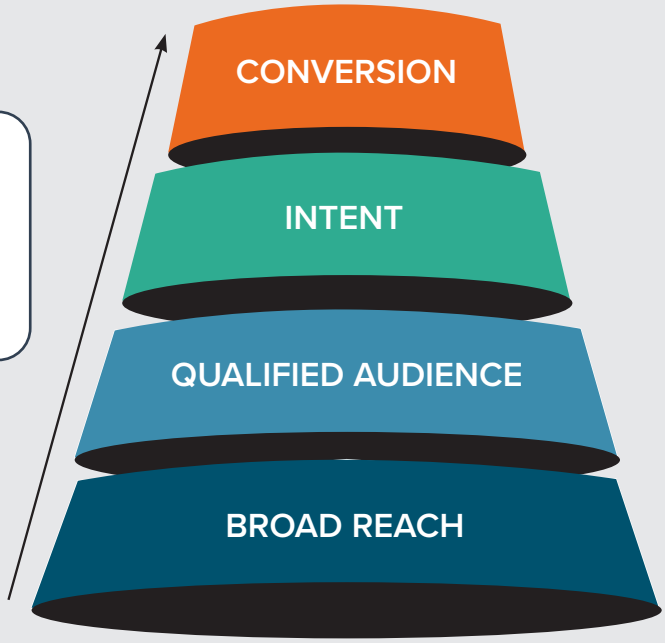
The Consumer Journey



This approach allows us to assess how current demand is driving total site and overall business performance.

Media Budget

If business goals are not met due to low interest, budget is flowed into intent and awareness driving efforts.



Digital Media

The ultimate goal of the 2021-2022 digital marketing plan is to directly increase the demand to community businesses. To achieve this, marketing efforts will work to influence consumers to visit the new independent Bluffton website.

Core goals will be aligned with the below tactics, targeted towards our key audiences. This approach will reach new users who are not yet aware of Bluffton and its unique offerings, as well as re-engage those who are already familiar with our marketing campaigns and website. With this strategic structure established, we will further refine the plan to clarify channels, key metrics, messaging, and consumer mindset against each phase of the consumer journey as seen below:

Targeting

Leveraging a strategic mix of targeting methods will assist in identifying and reaching the most qualified users. Bids will also be adjusted within search to ensure we serve ads to the same qualified users. Both first- and second-party data will be used in creating sophisticated targeting for Bluffton.

Awareness Phase

Digital video continues to be an integral tool in attracting and connecting with our audiences while showcasing the beauty and amenities of Bluffton. We will focus on our key areas of interest for Bluffton capturing details of each and sharing these across our channels including nature, historic, cultural and arts districts and assets in those areas.

To build awareness at the top of the funnel in 2021-2022, the Explore Bluffton video series, will be implemented predominantly across YouTube—the second-largest search engine in the world, with a network that reaches more than 90% of total internet users. To increase reach, video will also be utilized across Facebook Video, Instagram, and Instagram Stories. In addition, prospecting display ads will be used within the Google Display Network (GDN), to entice users to visit the website.

YouTube
TrueView Video Ads

YouTube Advertising
Utilized via YouTube Advertising
as video pre-roll

- Video is skippable after the first 5 seconds and you are only charged if the user watches the complete video (>30 seconds) or clicks through to the website, whichever occurs first.
- Cost per view (CPV) to a targeted audience is typically between $0.02 to $0.04 making this channel wide-reaching and cost-effective.

Instagram STORIES

Instagram Stories:
15 Seconds or Less Videos
Utilize unique assets

- Plays within feed, along with images and videos shared by consumers' friends, family, and other Instagram accounts they follow.
- Stories' ads provide a full-screen immersive experience with the goal to drive interest and traffic to the website.

Facebook Network
(Including Instagram):
15 Seconds or Less Videos

- Utilized via Facebook.
- Auto plays as users scroll through their newsfeeds.
- Can be purchased on a cost-per-click basis at an efficient price (around $1), or on a cost-per-10-second view.

Awareness Key Metrics

When determining the success of the Awareness Phase, metrics indicating an increase in demand and interest will be monitored. Over a longer period, we expect to see increases in volume and performance in lower funnel initiatives. Awareness efforts will target all devices with a mobile prioritization as the majority of consumers are in this phase.

Prospecting Display
Utilized via the Google Display Network

- Appears within web content to qualified users.
- Purchased on a cost-per-click basis at an efficient price to drive interest and users to the website for future remarketing.

Intent Phase

The primary goal of the Intent Phase is to foster consumers who have previously expressed an interest in visiting Bluffton.

Along with display ads we will extend reach through paid social within Facebook and Instagram. We only purchase media based on a cost-per-click basis to help mitigate fraud and limited viewability often seen in the industry.

Prospecting and Native Display Banners Partners:

Google Display Network

facebook

Instagram

Audience Targeting

- Affinity Audiences
- In-Market Audiences
- Custom Affinity
- Custom Intent
- Similar to/Lookalike Audiences
- Demographics
- Geography

Non-Branded Search

When cultivating consumer interest, non-branded search targeting category and competitor keywords allow us to raise our hand as a viable option. Similar to display, all search media is purchased on a cost-per-click basis which allows us to cost-effectively serve ads to drive future return on our search media spend.

	OVERVIEW	SAMPLE AD GROUPS
CATEGORY SEARCH	Themed ad groups and keywords around categories that target a consumer researching related types of vacations.	• Family vacation • History, arts, cultural vacation • Couples vacation • Weekend getaway
COMPETITOR SEARCH	To drive purely incremental traffic, we will create competitor targeted campaigns to help capture demand from those researching competition.	• Savannah • Beaufort • Charleston

Intent Key Metrics

Intent advertising is also measured against awareness and demand to capture specific metrics that indicate success at both the top and bottom of the funnel.

- Website visitation and engagement
- Percentage of returning users
- Assisted conversions
- Link-outs to partners

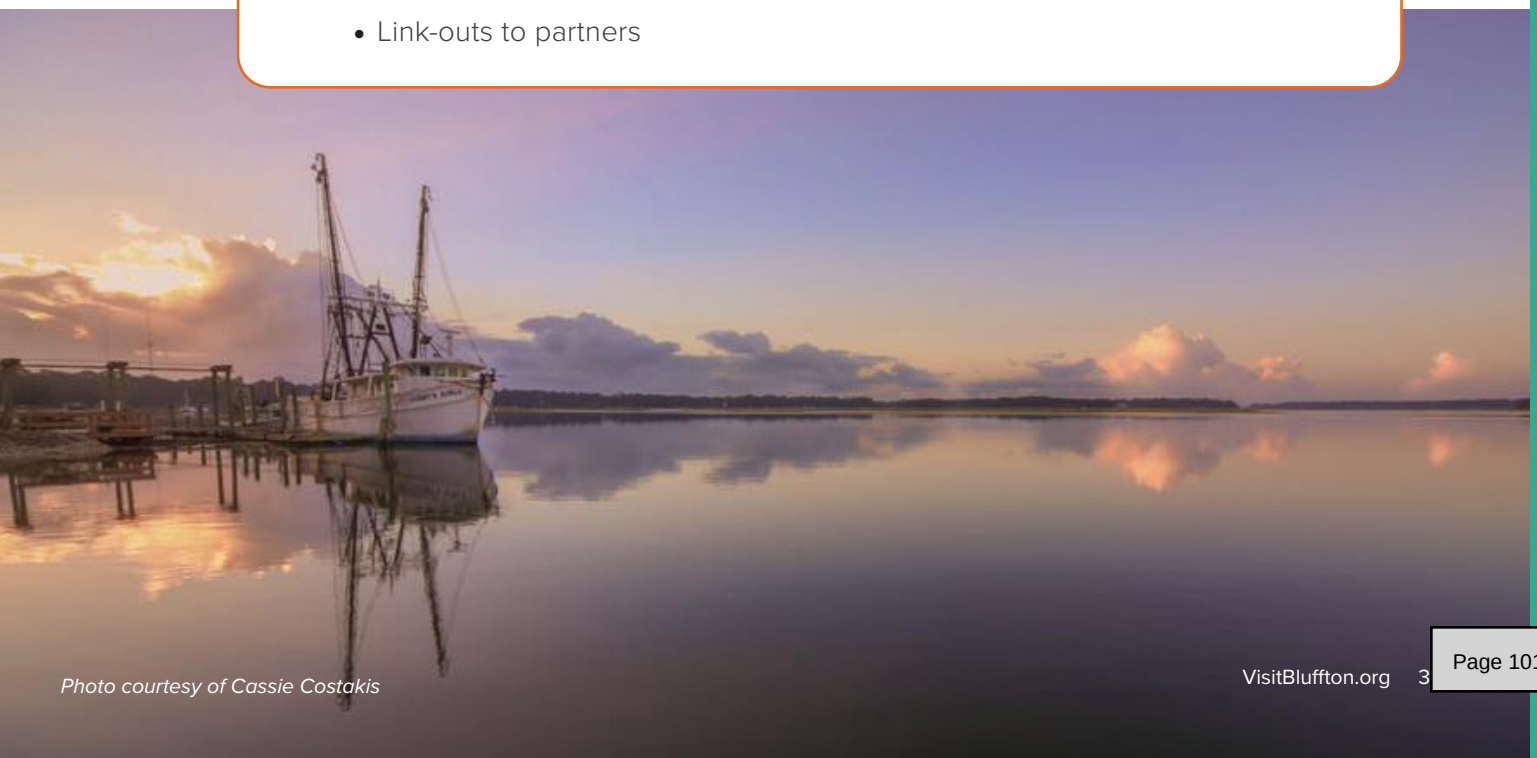


Photo courtesy of Cassie Costakis

Conversion Phase

To capture the demand generated and cultivated through awareness and engagement, digital efforts will rely on the proven tactics of Remarketing and Branded Search.

Remarketing

Remarketing is used to reinforce Bluffton as the perfect vacation destination by serving ads to those who have visited the Bluffton website.

For increased relevance, people who have visited the landing pages from all sources can be sorted into lists so that secondary messaging can be shown to them based on their interest on the page, and where they navigate to next. They can be shown applicable display ads from that original visit to entice them to return for more information or to click on partner links. Users to the website will also be shown display ads for seasonal events.

Branded Search

Branded search is the most fundamental digital channel and provides a foundation for nearly all digital marketing initiatives.

Key Benefit

Brand Search ensures consumers are exposed to the most current offer. It also helps capture all demand and limits erosion to competitors. With branded search ads, you can control the message and highlight attributes seasonally, geographically and by keywords.

Search Engine Optimization

In 2020, organic traffic for the Bluffton microsite of hiltonheadisland.org accumulated over 37,000 organic visitors, which was 42% of all traffic to Bluffton pages in 2020. Organic traffic to the /Bluffton page increased by 36% when compared to 2019. Search engines continued to drive qualified visitors to the site as indicated by high engagement metrics including 5% more time spent on website, and the second highest goal conversion rate at 24%.

All SEO strategies for 2021-2022 will focus both on improving the visibility of the Bluffton website within both search engines and social networks for branded key phrases and emerging search queries, with the intention of increasing awareness of Bluffton as a vacation destination.

37K+ organic visitors = **42%** of all traffic

36% compared to 2019

The SEO strategy can be broken down into five core areas:

1. **Technical SEO:** Ongoing technical audits and comprehensive reviews of the website to ensure content on the website remains crawlable and indexable by search engines.
2. **Content Creation and Optimization:** Identify target keywords for content and blog production, and regularly highlight optimization opportunities for existing content to ensure relevance for search engines.

   With the growing popularity of voice search, search engines are becoming better at matching a searcher's intent to the content they show in search results. In 2021-2022, an SEO focus will include strengthening contextual signals sent to search engines for the content on the website through:

   - Internal links that create content clusters
   - External links
   - Structured data (schema)
   - Ensuring existing and new content answers questions and solves problems
3. **Building a Foundation of Authoritative Referrals:** Links to a site and citations continue to send strong signals to search engines that a website is authoritative on a particular topic and should rank well for searches. There will be campaigns to identify and attract high quality links from high authority sites, along with sharing of content through influencer outreach and a targeted social media strategy.

4. **Local SEO:** Google My Business (GMB) continues to influence user behavior in organic search results with additional service categories, offers, products and additional features that enable users to interact with business information outside the website. In 2021-2022, optimizing and taking advantage of new GMB features where relevant will ensure users interest is captured both on and off site.

5. **Identifying New Opportunities:** A significant component of the SEO program will be research to find new opportunities for content that, once indexed by search engines, will drive qualified searchers to the website. This research will focus on finding popular search queries that people perform when considering a vacation, trip or activity, and where Bluffton would meet the needs of those travelers. This research will be applied to new content creation and to existing content where optimizations can be implemented.

Social Media

The social media landscape continues to be a "pay to play" space. Each newsfeed prioritizes paid advertisements and boosted content over organic content posted by brands. This means our approach to Bluffton's content creation and measurements needs to adjust.

Strategically, this means:

- Placing a higher value on the quality of the traffic we create for the Bluffton website, in addition to the quantity.
- Continuing a paid social strategy for Bluffton-specific posts driving traffic to the Bluffton website.
- Integrating our paid and organic social efforts, ensuring content boosting on Facebook when budget permits.

These are the channels that best support Bluffton's goals and will continue to be our focus for 2021-2022:

YouTube
TrueView Video Ads

With different video messages and varying lengths, the videos can be targeted at specific audiences to increase awareness and drive traffic to the site using a Trueview for Action Overlay.

facebook

Facebook is our primary traffic source and we do not see this changing. Our approach to Facebook is to incorporate a range of content, focusing on Bluffton-specific blog articles, user-generated content shared by our locals and guests, co-op partnerships, one-off and on-going events and planned activities like tours in the Bluffton. In 2021-2022, we will focus on sharing partner content directly from the partner's Facebook page, pushing traffic to their social accounts, as well as pages on the Bluffton website that link directly to the partner's page.

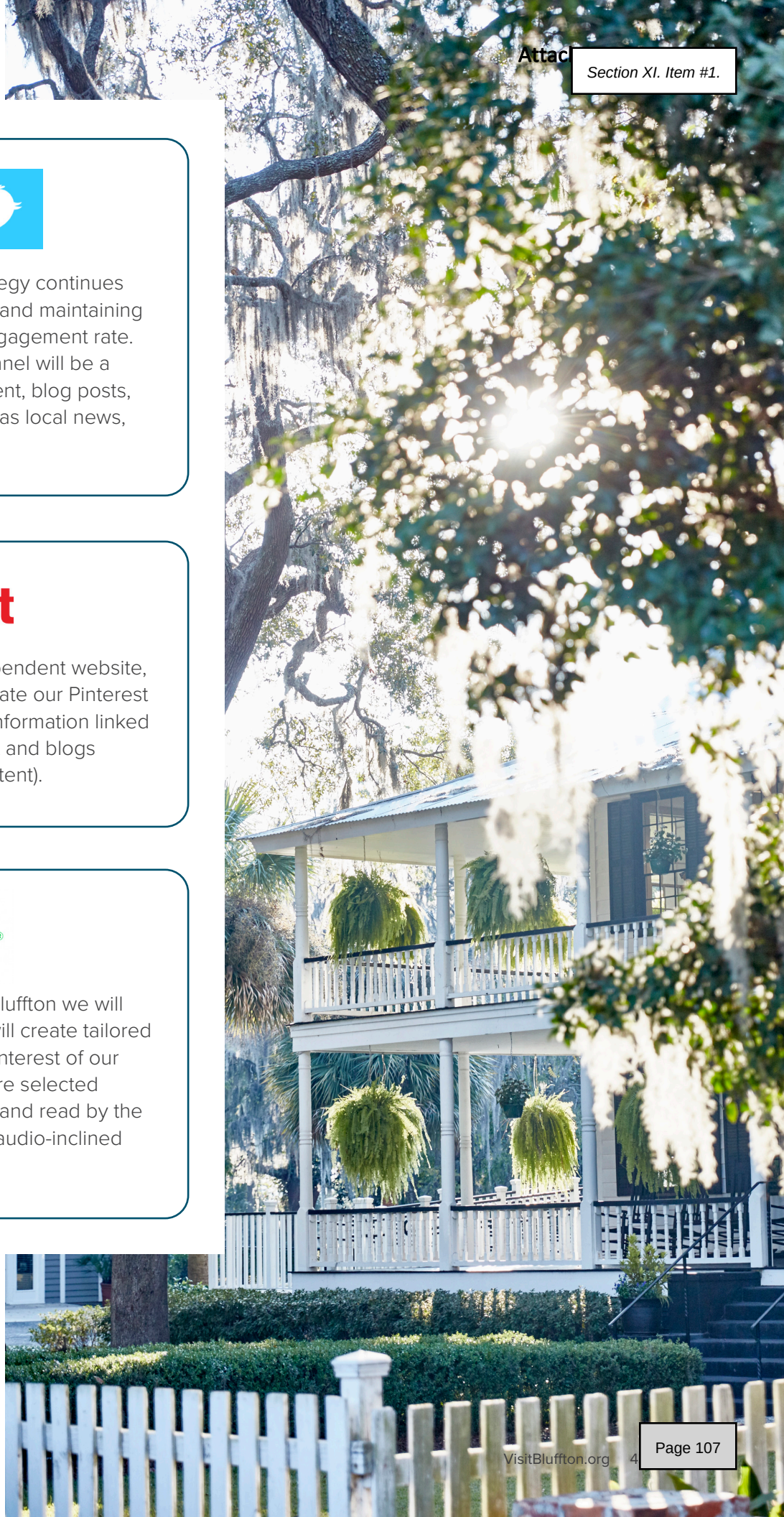
Instagram

Instagram's strategy will continue to focus on curating user-generated content from talented guests and locals to support Bluffton's messaging. Our biggest push on this channel will be to engage in two way conversations with our followers, to encourage them to mention our channel in their owned content, and to promote our #LoveBlufftonSC hashtag. We will also focus on curating a more aesthetically-consistent feed, using warm photo filters that portray the sunny, Southern vibe of the Lowcountry.

Our 2021-2022 Twitter strategy continues to focus on channel growth and maintaining our higher-than-average engagement rate. Content shared on this channel will be a mix of user-generated content, blog posts, links to the website, as well as local news, accolades, and events.

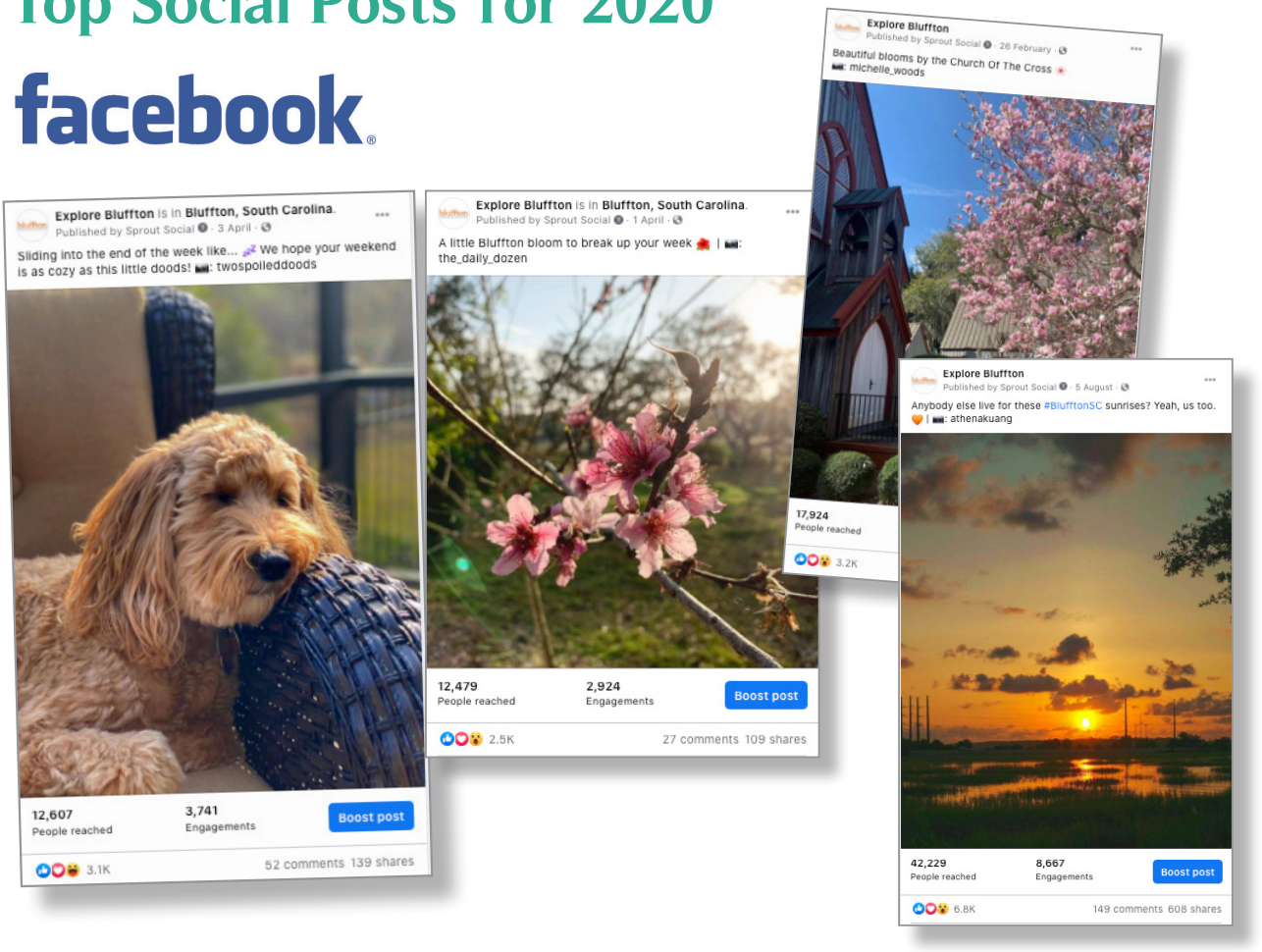
With the launch of the independent website, VisitBluffton.org, we can create our Pinterest channel to house relevant information linked back to our website content and blogs (which will push partner content).

Spotify is a new terrain for Bluffton we will explore in 2021-2022. We will create tailored scripts written to pique the interest of our core audiences. Podcasts are selected based on relevant interests and read by the podcast hosts to reach our audio-inclined audiences.



Top Social Posts for 2020

facebook



twitter

Instagram

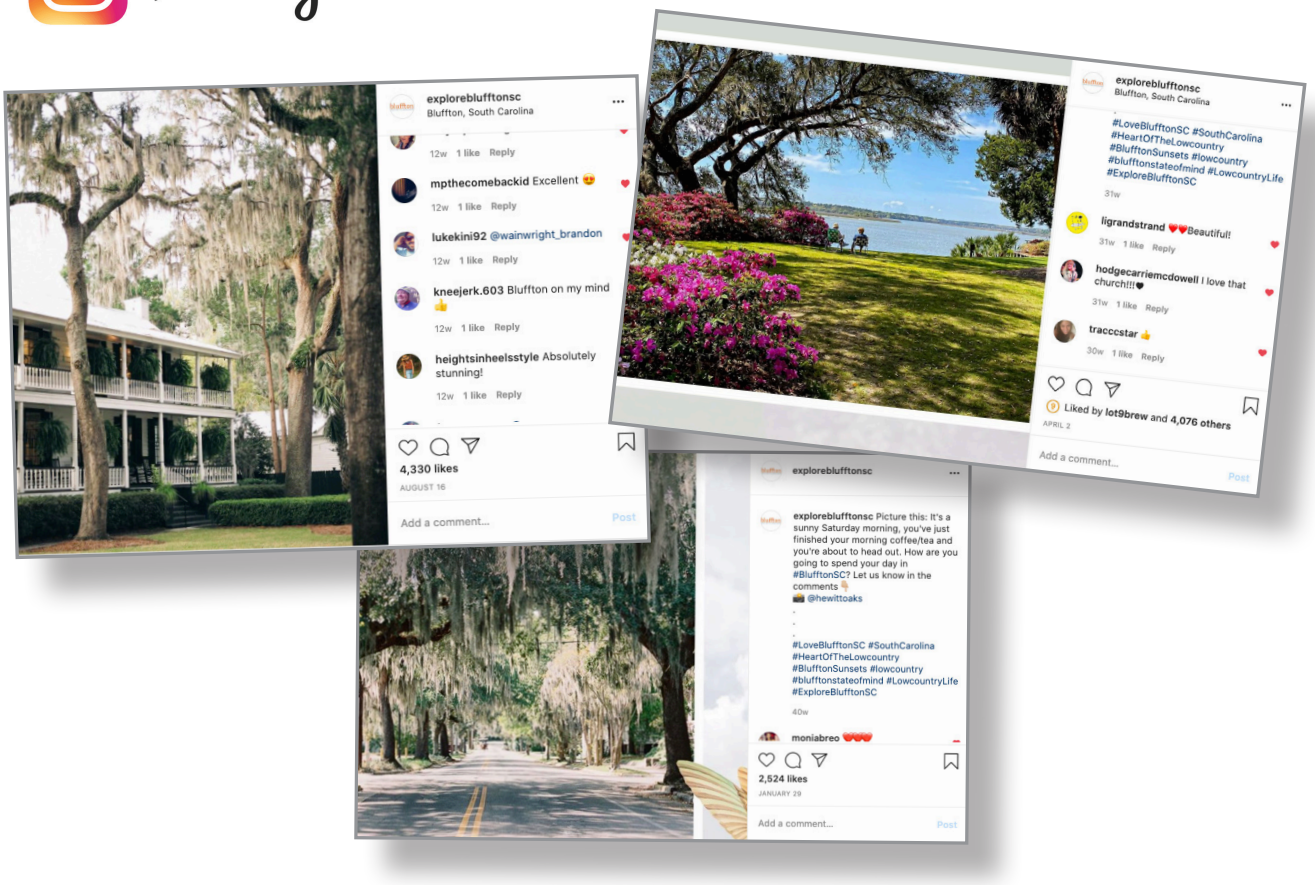


Photo courtesy of Erin Clemmons

Blog

We will look to continually evaluate our content calendar throughout the year to adjust as needed based on travel trends and sentiment. This will ensure that we are consistently writing about the most in-demand, trending, and searchable topics, informed by the domestic and international landscape. After experimenting with user-informed blog posts in 2020 with great success, we will also ensure to offer ample opportunities for our audience to weigh in on what they want to see and also contribute their own thoughts to our blogs. Our followers love to see themselves recognized in our content and we will lean into that as a tactic to increase readership, continue to build rapport and to entice new visitors by sharing perspectives of our most engaged fans.

In 2020 we developed a strong bank of evergreen content for our audience. In 2021-2022 we will focus on topical content for specific audiences. Formats we will create and test include:

- Long-form, editorial pieces
- Recipes and “insider tips” from partner restaurants, hotels and attractions
- Quizzes
- Persona-specific itineraries
- Top listicles which can be repurposed across social, in bite-sized pieces
- Pop-culture related content that will perform well via search and directly ties back to the destination

Crowdriff

We have informed our content calendar with Google search trend data and have assessed top-performing historical content that speaks to the interests and needs of our audience. Curation of in-the-moment, dynamic, and beautiful user-generated content via Crowdriff is always ongoing. Images sourced from Crowdriff allow us to consistently produce high-performing content which has helped our Instagram account grow by nearly 25% year-over-year allowing us to have an engagement rate of between double and triple that of destination industry standard. Curated, topical Crowdriff galleries allow us to show a visitor perspective across our website and in blogs, instilling trust and desire in prospective visitors.

Publix

Paid Social Media Strategy

To continue supporting our goal of establishing the credibility of our Facebook and Instagram pages, as well as our website, the paid social media strategy will focus on driving this momentum forward. To do this, paid social tactics will be implemented:

- Facebook/Instagram Traffic Campaigns (25%)
- Facebook Boosted Posts (15%)
- Instagram Boosted Posts (15%)
- Facebook Page Growth (25%)
- Instagram Follower Growth (10%)
- Twitter Follower Growth (10%)

Targeting

The paid tactics and targeting will vary depending on what part of the funnel the user is in.

Awareness Phase

When determining success for awareness-based campaigns, we will look at metrics indicating that interest and social media presence is increasing. Over a longer period, we expect to see increases in volume and performance in lower funnel initiatives.

- Reach / Frequency
- View-Influenced Visits
- Social Media Platform Growth
- Engagement Rates

Intent Phase

During the intent phase, we will engage users who are more likely to follow Bluffton's Facebook, Instagram or Twitter accounts, as well as drive qualified traffic to the website.

These planning-stage audiences will be created utilizing retargeting efforts based on consumers who have engaged with our awareness phase advertising initiatives, and those who have visited the website. We will additionally continue to target users based off of their interests, behaviors, demographics, and geographics.

Generating Facebook likes, Instagram followers, Twitter followers and driving traffic to content-rich pages of the website will be the focus of this stage of the customer journey and tactics will include:

- Facebook Page Like/Growth Ads
- Instagram Followers/Growth Ads
- Twitter Followers/Growth Ads
- Traffic/Always On Ads

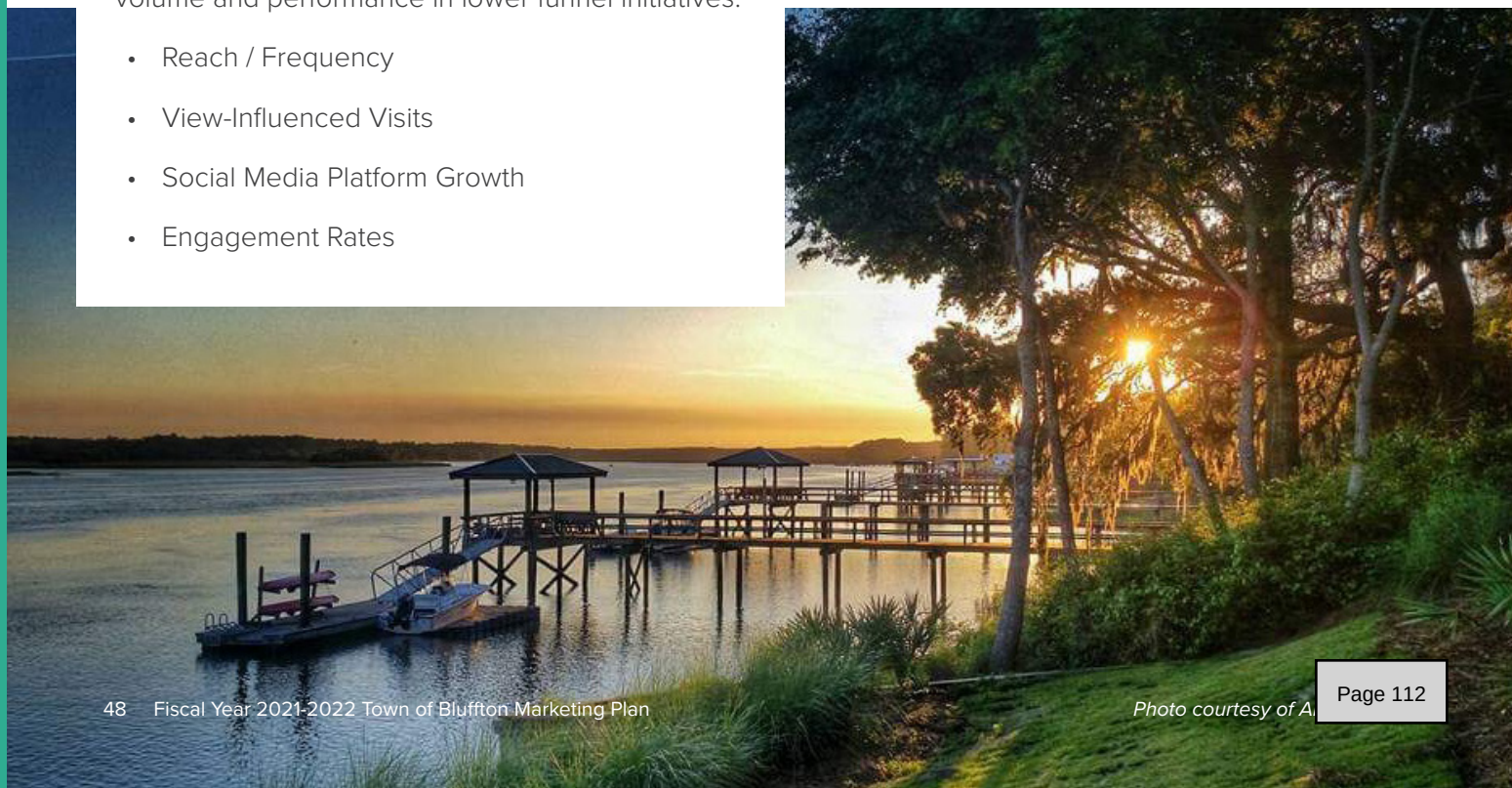


Photo courtesy of A

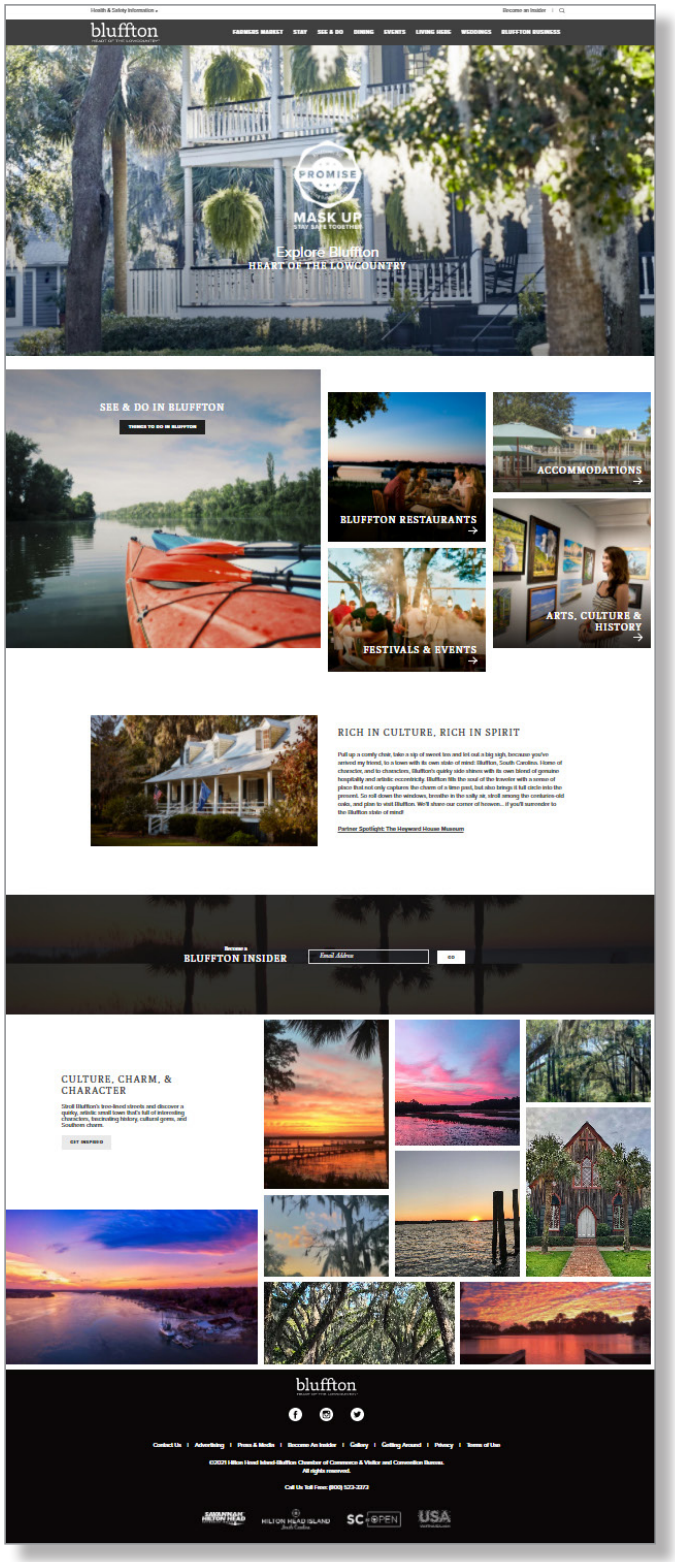
Destination Website

When appropriate, traffic will be driven back to Bluffton's new, independent website. This standalone site will help us achieve stronger results and higher conversion rates.

The VisitBluffton.org website is the single most important touchpoint next to the destination experience itself. A responsive web platform, engaging content and overall creative should virtually transport a visitor to Bluffton.

In 2021-2022, Bluffton's digital marketing plan and website initiatives will continue to build on the solid foundation established to further enhance the visitor experience. By utilizing our key personas, we are able to deliver targeted, strategic messaging to more niche groups of new and repeat visitors. Continuing to focus on and optimizing high-quality content copy, photography and videos that are engaging, entertaining and conversion-driven will result in increased partner referrals, higher engagement metrics and overall conversions.

Evolving our content and social efforts to include more "insider" content - Q&As with prominent Bluffton business owners and locals and implementing richer user-generated content, offers visitors a more intimate glimpse at a Bluffton getaway. Using paid media and social media to help drive our content will amplify our message and ensure it is being seen by the right people at the right time, across the board, while SEO will ensure that visitors are able to find the information they need quickly and efficiently.



Group Sales & Tradeshows

Bluffton continues to grow and position itself as a group destination more so now than at any point in the last decade. The variety and quality of experiences for group visitors has never been more diverse, offering a robust arts, historical and cultural scene, with growing culinary experiences. The Visitor & Convention Bureau will continue to promote Bluffton while attending travel tradeshows virtually and in-person.

Military continues to be a focus for the Bluffton region. With close proximity to Parris Island, hosting out of town families and guests remains the ideal market for our focused service hotels. We will continue to build awareness of the Bluffton region inspiring these families to extend their visit or celebration, creating lasting, special memories.

Group Tour

Group Tour remains an important market to maintain current and new relationships. Bluffton continues to be an attractive destination for a hub and spoke opportunity. With Savannah 40 miles away, Beaufort 30 miles and Charleston just under 2 hours, the Bluffton region is ideal for groups to stay in one location for up to a week and focus on day trips from one central area. We intend to draw group tour visitors by:

- Building relationships with tour operators through American Bus Association (ABA).
- Leveraging group tour.
- Expanding promotion of group experiences on our website.

American Bus Association (ABA)

Tour operators, suppliers and exhibitors come together at the American Bus Association (ABA) Marketplace - the industry's premier business event. Marketplace is an active, vibrant forum for buyers and sellers. Marketplace offers a year's worth of sales meetings in one week and with legendary networking and social events, attendees turn conversations from the conference floor into long-term business relationships.

We will attend the ABA Marketplace and take advantage of up to 60 pre-scheduled appointments with pre-qualified operators to promote and sell the region.

IMEX America

IMEX America hosts over 3,000 corporate, incentive, association and third-party planners.

The largest in the industry in North America, this Hosted Buyer Program qualifies and brings key buyers to the show covering travel and accommodations. This program guarantees thousands of highly qualified buyers from the association, corporate and agency sectors.

South Carolina Society of Association Executives (SCSAE)

SCSAE's tradeshow is a one stop location for meeting and greeting with association CEOs/Executive Directors, Meeting Planners, Membership Directors, Communication Directors and Corporate Meeting Planners. Association professionals can meet with more than 70 exhibitors including hoteliers, convention centers, technology vendors and more.

SportsTravel Magazine's TEAMS

TEAMS: Travel, Events and Management in Sports, is the world's leading conference and expo for the sports-event industry. TEAMS attracts more than 1,000 attendees including CEOs, executive directors and event managers from sports organizations as well as representatives from sports commissions and convention bureaus, corporate sponsors, event suppliers and other hospitality industry opinion leaders. TEAMS has helped define the sports-event and appointment-based tradeshow industries.

TRADESHOW	MARKET	DATES	LOCATION
SPORTS TRAVEL'S TEAMS EXPO	Sports	Sept. 27-30, 2021	Atlantic City, NJ
IMEX AMERICA	Corporate	Nov. 9-11, 2021	Las Vegas, NV
AMERICAN BUS ASSN.	Group Tour	Jan. 8-11, 2022	Grapevine, TX
SCSAE	State Assn	Jan. 20, 2022	Columbia, SC

**The following are examples of tradeshows we will look to attend in 2021-2022. As the landscape of meetings and groups continues to evolve we will look to evaluate these opportunities in real time and potentially add others if they are beneficial to the overall meetings and groups strategy.*

Photography/Videography

As storytelling becomes increasingly important when promoting the destination, we will look to continue to build our asset library with photography and videos supporting the main pillars for marketing Bluffton. We will take a more seasonal approach to capturing content throughout the year as the seasons change. Building the asset library will provide us with additional content for use across all marketing efforts.

Strategy:

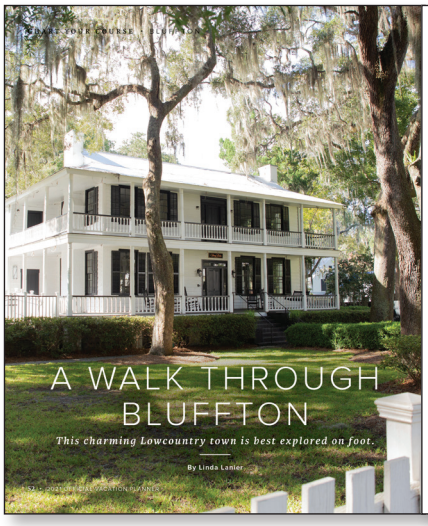
- Capture Bluffton's new products and amenities including parks, cultural district and new neighborhoods
- Expand on the Explore Bluffton video series to use across website, social and digital channels
- Shoot in a high-level DPI format to create high quality images that will translate well into a variety of formats
- Capture engaging drone footage seasonally throughout the year

Photo credit Meadors, Inc.

Collateral & Fulfillment

The Visitor & Convention Bureau will develop and produce an Official Bluffton Vacation Planner. This print and digital publication will be our primary fulfillment piece and a comprehensive guide to what to see and do within Bluffton. It will be distributed via online and phone inquiries, to local businesses and to the Town of Bluffton.

In today's more visual world, telling a story through stunning photography and compelling content is an imperative component to the travel journey process. This "coffee table" piece allows our visitors to visualize their vacation and discover the destination, through this first touchpoint, the reason for our many accolades, ultimately imagining themselves here on vacation. In addition to working with a publisher, our in-house marketing staff provides the business directory, local photography, editorial content management, editorial review and proofreading for this asset.



Research & Analytics

Research provides powerful information to evolve and perfect the Visitor & Convention Bureau's marketing strategy. Throughout the year we will continue to extract detailed reports and information that guides us in understanding our visitors. These research programs will lead to marketing and advertising initiatives aimed at growing the tourism industry for Bluffton. The following programs will be ongoing:

- Maintenance of ThinkBluffton.org, the Chamber's online economic metrics portal.
- Smith Travel Research (STR) weekly and monthly reports which measures lodging occupancy, average room rates, room demand and RevPAR for hotels only. Includes monthly comparative report with competitive destinations.
- DestiMetrics monthly Home & Villa lodging reports on occupancy, average room rates, RevPAR and six month forward booking pace reports. Two-source DestiMetrics report crunches backend STR hotel data with DestiMetrics backend home and villa data to produce a monthly destination report on total destination accommodations tax paying occupancy, average room rates and RevPAR.
- Collaborate with College of Charleston Office of Tourism Analysis and the University of South Carolina Beaufort along with ensure details of our Google Analytics and social media metrics to provide regular performance updates.
- Subscription to the U.S. Travel Association's (USTA) Travel Monitor Program and related reports.

These consistent research details will provide insights to produce quarterly and annual reports that provide a health check into tourism for the Town of Bluffton*.

On a quarterly basis the DMO will provide the Town with,

- Number of website visits
- Number of clicks throughs made to area businesses (conversions)
- Occupancy rate
- Revenue Per Available Room (RevPAR)
- Number related to mail fulfillment
- Industry awards received for marketing and public relations
- Events held and participation in events by Chamber members
- Update on public relations efforts to include; number of media impressions/ dollar equivalent
- Social Media Reports

Working toward annual insights related to tourism provided through the following reports,

- Visitor Profile Study
- Economic Impact Study

*All metrics and reports mentioned above are based upon information available. Reporting will flex and grow as more information is gathered and/ or becomes available.

Appendix
Reports

Bluffton Social Report 2020

Bluffton Website & Online Marketing Performance 2020

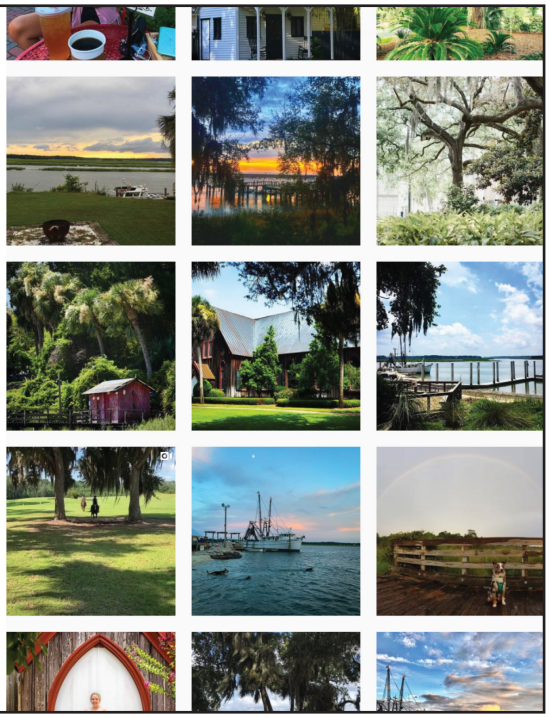
2020 Overview

Bluffton, SC launched its own social media accounts on Facebook, Instagram, and Twitter in July of 2019. In 2020, we built on 2019's launch success by focusing on increasing impressions for brand awareness and follower growth, as well as fostering engagement among our audience.

We also made strides to better align with Bluffton, SC's content pillars: History, Arts, Cultural, May River, Culinary, and Natural Beauty. We found natural beauty photography outperforms any other kind of content, and are continuously finding ways to showcase our culinary scene, historic landmarks, art scene, and culture in ways that resonate with our audience (i.e. by sharing photos that also feature natural beauty alongside other pillars or by using UGC).

In Q3 and particularly Q4 of 2020, as Covid-19 restrictions loosened, we also implemented new tactics like using more direct CTAs to book your Bluffton getaway and posting Instagram Stories with CTAs to click the link in our bio. We will continue to capitalize on these engagement-boosting tactics in 2021.

2020 saw impressive growth for our channels, with Bluffton remaining #1 for audience growth throughout the year.



Jan 1, 2020 - Dec 31, 2020

Executive Summary

Wins

- Bluffton consistently maintains the fastest growing cross-channel audience in our competitor landscape.

- Facebook is our fastest growing platform, bringing in 10,266 new followers in 2020.

- Bluffton maintained a 5.96% engagement rate on Facebook (vs. 0.09% industry average and a 0.52% competitor average) throughout 2020.

Innovation

- We implemented Instagram Stories in 2020 using a combination of UGC and original, engagement-boosting content like polls and question boxes. These posts reaped positive engagement and we'll continue to work them into our strategy.

- Instagram as a platform is an opportunity for us to reach the Gen X and Millennial audience. We will integrate tools like Instagram Guides and Reels to capitalize on this platform and audience.

Challenges

- Twitter continues to be slow to grow, with our growth MoM remaining steady but much lower than our other channels. Our engagement rate remains above industry standards (0.42% vs. 0.045%), but with an audience of 625 people vs. 12k+ on Facebook, it's worth shifting our focus to other platforms.

Key Learnings

- Consistent, frequent posting is key to capitalizing on our platform's algorithms from an organic perspective, and staying competitive with paid budgets is key for follower growth and engagement from a paid perspective.

- Posts that promote our partners and community perform well, and we can find more opportunities to collaborate and build brand awareness.

Social Media Snapshot

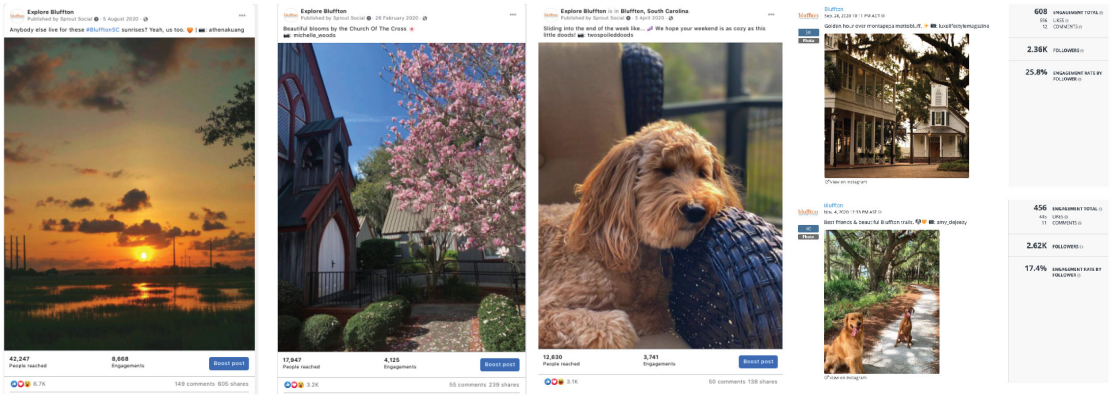
	Followers	Post Engagements
Facebook	12,135	1,400,646
Instagram	3,043	18,156
Twitter	625	1,804

*Due to Bluffton launching accounts in July 2019, we do not have YoY data to compare to.

Jan 1, 2020 - Dec 31, 2020

Top Posts

In 2020, Facebook saw the most engagement per post out of all active social channels. Below is an example of the types of content that performs best for us (all of which is user-generated), including sunset and sunrise shots, florals and blooms, Bluffton landmarks, and dog photos.

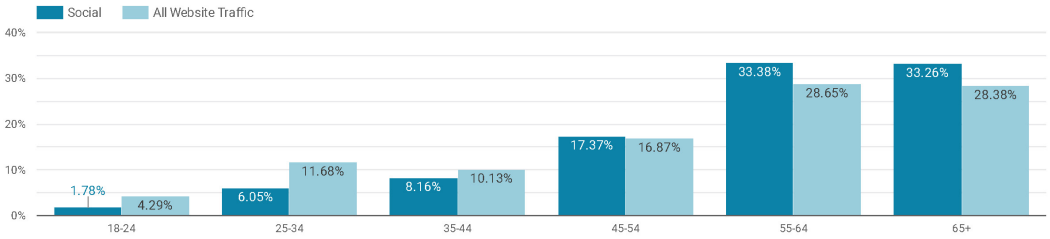


Jan 1, 2020 - Dec 31, 2020

Social Audience

Age

What are the ages of the users?



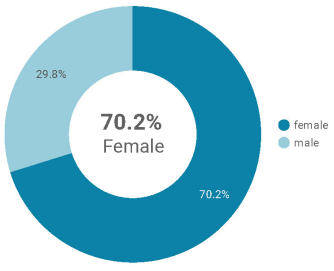
Bluffton's social media followers are primarily older adults (or Baby Boomers), with users age 55+ representing approximately 67% of our audience. This audience has grown since last year, where adults 55+ represented 55.5% of our audience.

Our Gen Xer and Millennial audience is declining, with adults ages 35-54 making up 25.53% of our audience in 2020, compared to 35% in 2019.

Our audience leans female, with females making up 70% of our audience. This has grown since last year when females made up 60.5% of our audience.

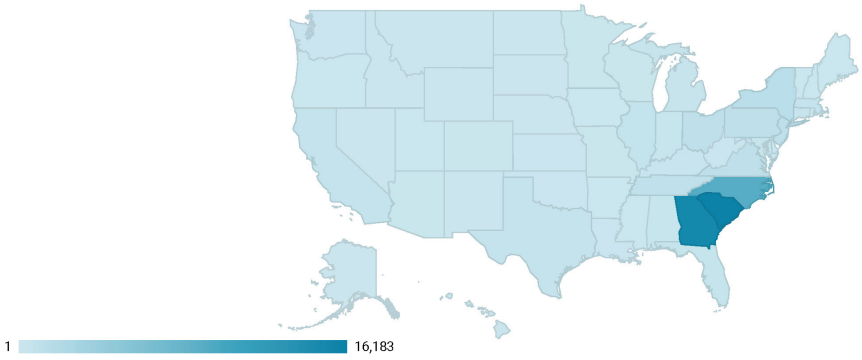
Gender

What is the gender of the users?



Social Audience-Location

Jan 1, 2020 - Dec 31, 2020



The United States is our primary source of social traffic, with the majority of traffic coming from users in Atlanta and Jacksonville.

Top Cities

City	Users
Atlanta	2,747
Jacksonville	1,240
Charlotte	1,162
Raleigh	823
Orlando	340

Jan 1, 2020 - Dec 31, 2020

Facebook

Aggregate Engagement
1,400,154

Aggregate Shares
23,942

Reach
19,282,684

Avg. Post Engagement Rate
5.96%
Facebook average: 0.09%

Engagement Overview

Total Fans
12,135

Messages Sent
194

Total impressions
21.0M

Aggregate Likes
608,977

Aggregate Comments
11,270

Jan 1, 2020 - Dec 31, 2020

Paid Facebook

Monthly Ad Spend

How did our paid campaigns perform in 2020

Campaign name	Campaign objective	Cost	Impressions	Total Reach	Results
300 Bluffton — Page Likes 2020	PAGE_LIKES	$6,126	702,549	677,718	
300 Bluffton - Always On 2020	LINK_CLICKS	$6,000	975,969	953,589	
300 Bluffton Instagram Engagement 2020	POST_ENGAGEMENT	$5,100	732,534	726,945	
300 Bluffton — Facebook Engagement 2020	POST_ENGAGEMENT	$4,800	1,684,308	1,667,838	
	Grand total	**$22,026**	**4,095,360**	**4,026,090**	

Total Cost (USD)
$22,026.00

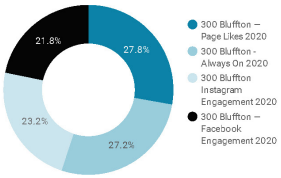
Paid Sessions
29,094

Post Engagements
306,590

Partner Clicks
3,172

Spend

How was the actual spend split between Campaigns?



Insights

• In 2020, we focused our efforts on Engagement, as well as boosting UGC over owned assets. This initiative resulted in 306,590 Post Engagements from paid, and an overall **Engagement Rate of 5.97%** (vs. our competitor average of 0.52%).

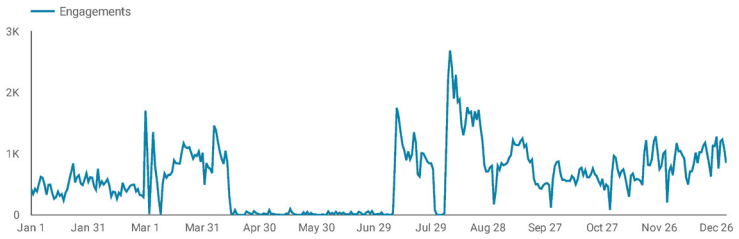
• We gained 7,225 new followers, meaning 59.7% of our new followers came from paid ads.

Jan 1, 2020 - Dec 31, 2020

Facebook

Facebook Engagement

When are people liking, commenting on, and sharing our posts?



Total Fans
12,135

Messages Sent
194

Organic impressions
615.2K

Likes
101,780

Comments
3,161

Published At	Image	Message	Engagement Total
Aug 5, 2020, 9 PM		Anybody else live for these #BlufftonSC sunrises? Yeah, us too. 🧡	📷: athenakuang	7,535
Feb 26, 2020, 3 PM		Beautiful blooms by the Church Of The Cross 🌸 📸: michelle_woods	3,559
Apr 3, 2020, 3 PM		Sliding into the end of the week like... 💤 We hope your weekend is as cozy as this little doods! 📸: twospoileddoods	3,366
Jul 9, 2020, 9 PM		Bluffton—where even the trees look comfy cozy. 🧡	2,821

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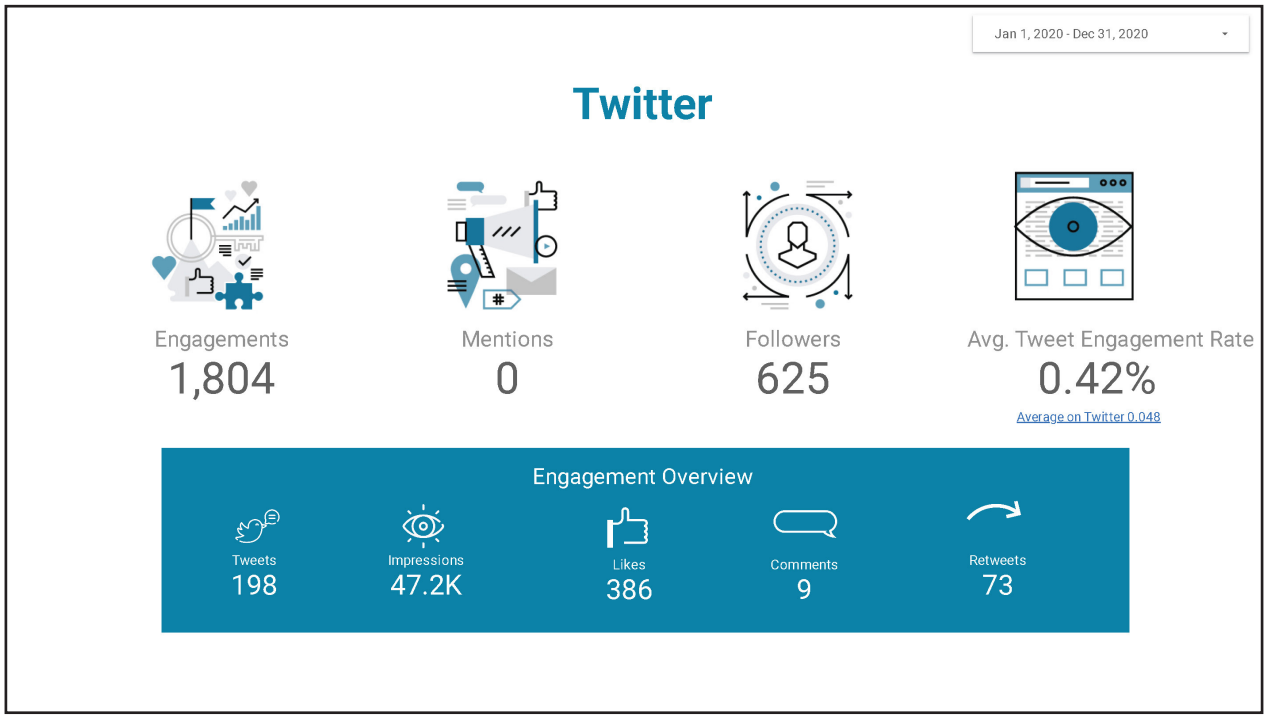
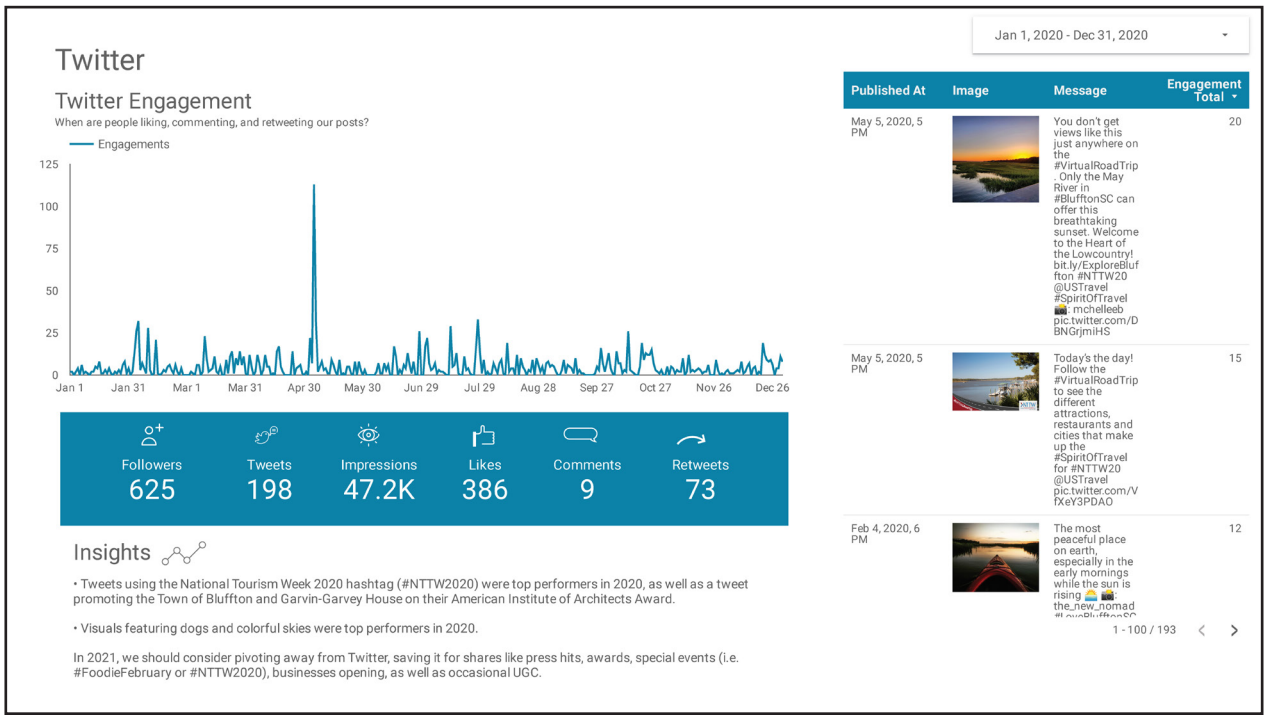
Insights

• In 2020, our engagement fluctuated with our Paid Social spend, particularly in May and June when Paid Ads were turned off. Our Engagements peaked in August, our biggest spend month of the year with the exception of March (which proved challenging due to Covid-19 restrictions starting).

• UGC is a top performer on Facebook, with natural beauty shots featuring sunsets, sunrises, blooms, palmettos, and Spanish Moss consistently reaping the best results. Dog content also performs well, so we should continue to prioritize it when we receive UGC featuring dogs that aligns with our pillars.

• Our spike in engagement in August can be attributed to our higher spend on paid ads.


Jan 1, 2020 - Dec 31, 2020
Twitter
Engagements
1,804
Mentions
0
Followers
625
Avg. Tweet Engagement Rate
0.42%
Average on Twitter 0.048
Engagement Overview
Tweets
198
Impressions
47.2K
Likes
386
Comments
9
Retweets
73


Twitter
Twitter Engagement
When are people liking, commenting, and retweeting our posts?
Engagements
125
100
75
50
25
0
Jan 1
Jan 31
Mar 1
Mar 31
Apr 30
May 30
Jun 29
Jul 29
Aug 28
Sep 27
Oct 27
Nov 26
Dec 26
Followers
625
Tweets
198
Impressions
47.2K
Likes
386
Comments
9
Retweets
73
Insights
• Tweets using the National Tourism Week 2020 hashtag (#NTTW2020) were top performers in 2020, as well as a tweet promoting the Town of Bluffton and Garvin-Garvey House on their American Institute of Architects Award.
• Visuals featuring dogs and colorful skies were top performers in 2020.
In 2021, we should consider pivoting away from Twitter, saving it for shares like press hits, awards, special events (i.e. #FoodieFebruary or #NTTW2020), businesses opening, as well as occasional UGC.
Jan 1, 2020 - Dec 31, 2020
Published At
Image
Message
Engagement Total
May 5, 2020, 5 PM
You don't get views like this just anywhere on the #VirtualRoadTrip . Only the May River in #BlufftonSC can offer this breathtaking sunset. Welcome to the Heart of the Lowcountry! bit.ly/ExploreBluffton #NTTW20 @USTravel #SpiritOfTravel pic.twitter.com/DBNGrjmiHS
20
May 5, 2020, 5 PM
Today's the day! Follow the #VirtualRoadTrip to see the different attractions, restaurants and cities that make up the #SpiritOfTravel for #NTTW20 @USTravel pic.twitter.com/VfXeY3PDAO
15
Feb 4, 2020, 6 PM
The most peaceful place on earth, especially in the early mornings while the sun is rising
12
1 - 100 / 193

Jan 1, 2020 - Dec 31, 2020

Instagram

Engagements	Profile Clicks	Reach	Engagement Rate
18,156	97	1,786,881	3.76%

Instagram average 1.6%

Engagement Overview

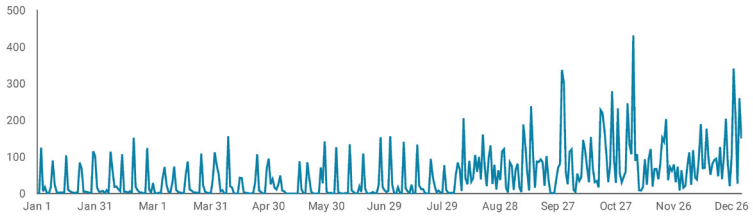
Instagram Feed			Instagram Stories	
Followers	Comments	Likes	Impressions	Stories Sent
3,043	372	17,482	5,379	6

Jan 1, 2020 - Dec 31, 2020

Instagram

Instagram Engagement

When are people liking, commenting, and sharing our posts?



Instagram Feed				Instagram Stories	
Followers	Comments	Likes	Impressions	Impressions	Stories Sent
3,043	372	17,482	2,142,204	5,379	6

Insights

• 74% of our Instagram audience is comprised of women, with our audience consisting predominantly of Millennials and younger Gen Xers (ages 25-45).

• Top posts on Instagram feature UGC of Bluffton buildings, homes, or churches, followed by natural beauty and dog content.

• Our Engagement on Instagram has seen consistent growth, especially in Q3 and Q4 (with the exception of November, a difficult social month due to ramped up Black Friday and holiday ad budgets). We can attribute this growth to more frequent posting, Story shares, and performing more proactive engagement and outreach.

Published At	Image	Message	Engagement Total
Sep 29, 2020, 1 AM		Golden hour over montagepalmettobluff. ✨ 📷: luxelifestylemagazine	608
Nov 4, 2020, 4 PM		Best friends & beautiful Bluffton trails. 🐶🧡 📷: amy_dejeezy	456
Dec 26, 2020, 9 PM		From now until Jan 1st, we're reflecting on the past year — and welcoming a new beginning — by sharing our most loved posts of 2020.🧡 First up is this gentle Lowcountry scene. 🌳 Thanks for this one, ryanpholub.	439
Sep 12, 2020, 10 PM		Little hideaways under the Spanish Moss. 🧡🌳 📷: summitridgephotos	368

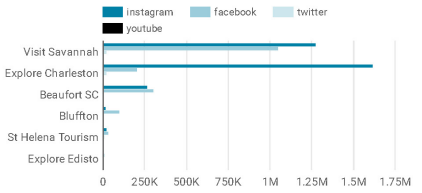
1 - 100 / 202

Competitor Landscape

Jan 1, 2020 - Dec 31, 2020

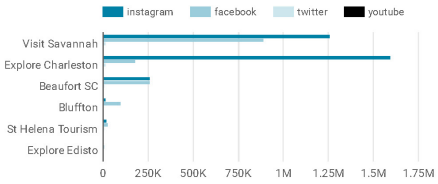
Cross Channel Engagement Total

What were the total amplification, applause, and conversation across social channels?



Amplification

What were the total shares across social channels?



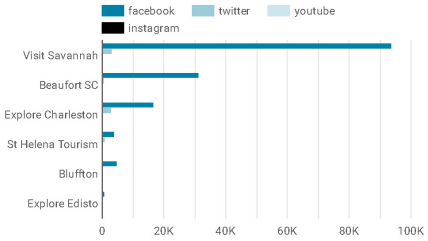
Cross Channel Audience Growth

Visit Savannah 450,016 ⬆ 2.4%	Explore Charleston 387,440 ⬆ 4.5%
*St. Helena 0 0	*Explore Edisto 9,040 ⬆ 1.4%
Bluffton 3,485 ⬆ 266.1%	*Beaufort, SC 153,578 ⬆ 0.7%

*September-December (no data available prior to Sept.)
*Beautfort has no data prior to November.

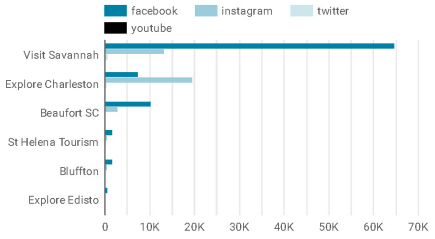
Applause

What were the total reactions across social channels?



Conversation

What were the total comments across social channels?



Insights

- Bluffton saw far more audience growth in 2020 than our competitors (9.83% average growth).
- As our first full year as Bluffton, SC on social media, 2020 was focused on audience growth. We saw the biggest gains on Facebook while our competitors saw the most growth on Instagram.

Heading into 2021

2020 was a successful year for Bluffton SC's social accounts, with the brand consistently showing the most cross-channel growth in our competitor landscape. In 2021, there are opportunities to grow our Gen X and Millennial audience while still catering to our Baby Boomer audience, particularly by using our individual platforms more strategically to reach top demographics. With the launch of our new website, we will focus on CTAs that lead to our website (while still promoting partner links).

Opportunities:
- With the new website launching, we should create content like blogs and itineraries to bring people to the website from social.

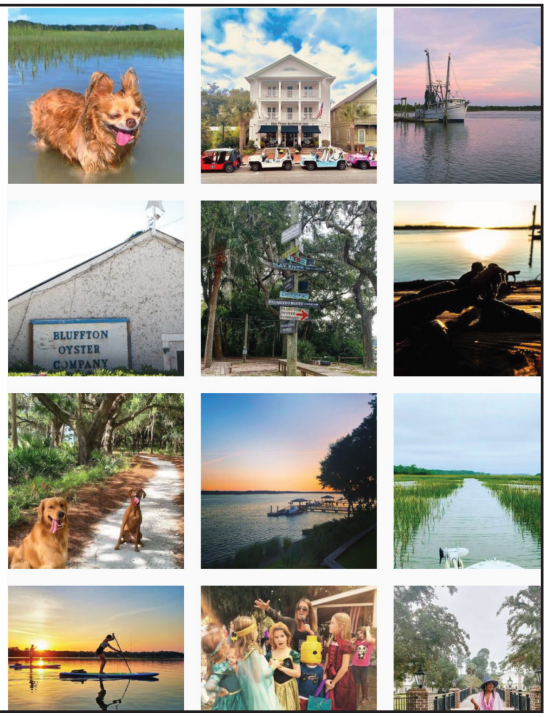
- Twitter remains a slow-growing channel, so we should shift efforts away from it to develop a Pinterest strategy for the website launch. This will require content on our website like blogs and itineraries to lead users to. Twitter can remain active for press hits, award acknowledgement, Bluffton business news, and the occasional May River / sunset and sunrise shots.

Our 2021 Strategic Objectives & KPI's*:

820 Facebook Likes / Month = 17,055 Followers by end of Q2 (June)

200 Instagram Followers / Month = 4,243 Followers by end of Q2 (June)

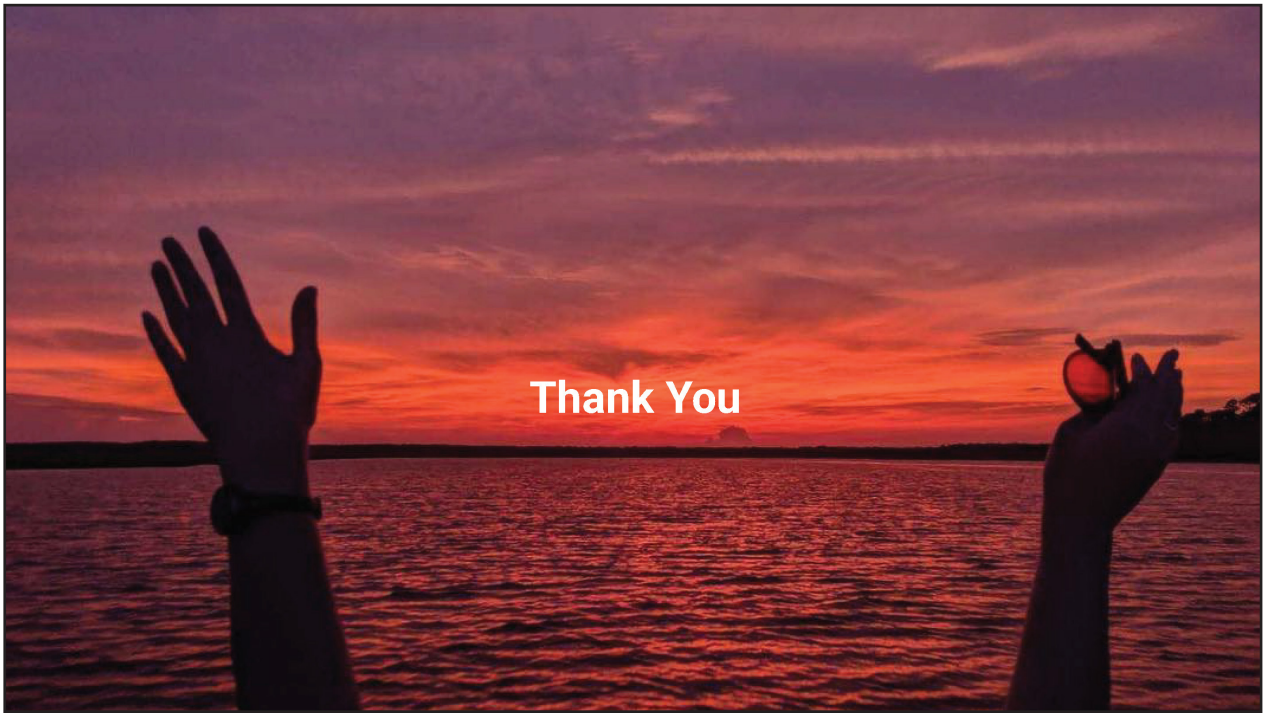
*KPIs are based on planned media spend for the rest of the fiscal year, and are subject to change/review if any changes are made to the budgets.



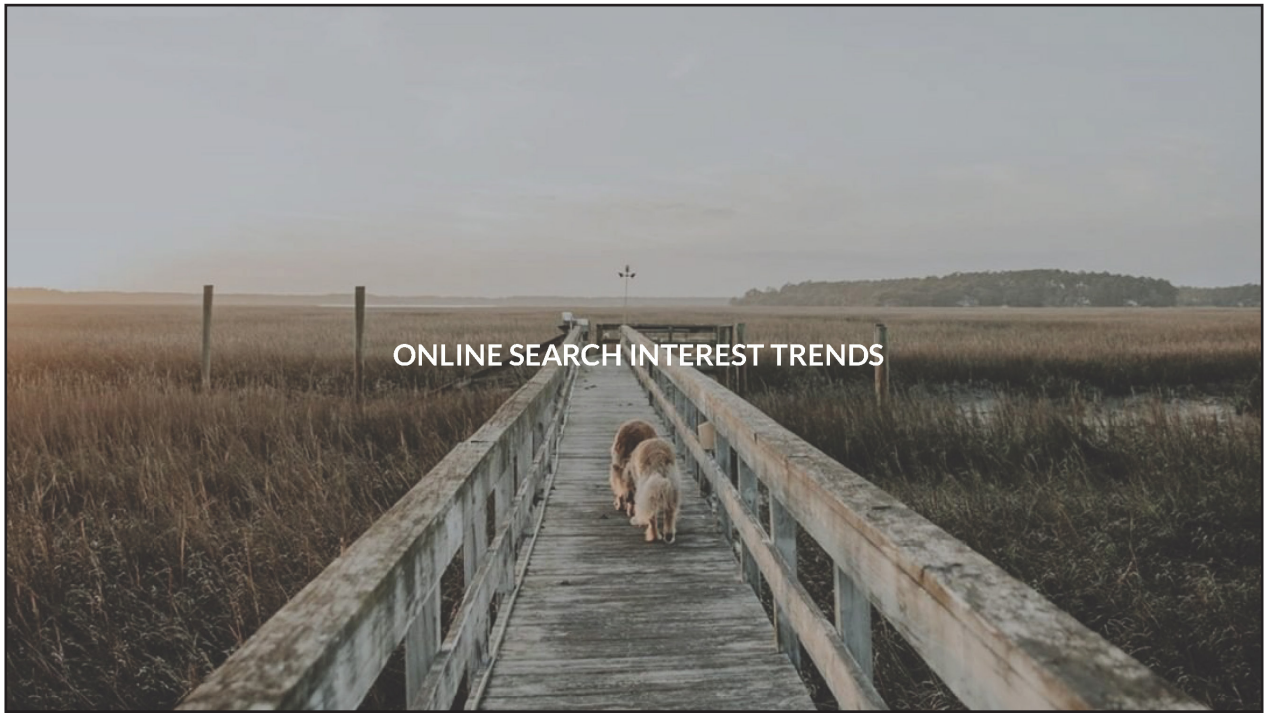
Jan 1, 2020 - Dec 31, 2020

Glossary

Term	Definition	Number
Backlinks	Links from other domains pointing back to our own, ultimately improving SEO.	1
Booking Funnel	Illustrates the customer journey towards the purchase of a good or service.	2
Bounce	When a user leaves your website from the landing page without visiting any other pages.	3
Bounce Rate	The percentage of sessions on your website with only one page view.	4
Conversion	A measured and tracked pre-determined goal, for example obtaining email newsletter subscribers.	5
Conversion Rate%	The percentage of users who take a desired action, aligned with the conversion goal.	6
CPC	Cost per click. The cost of the media spend divided by the number of clicks.	7
CTR	Click-through rate. The percentage of impressions that resulted in a click.	8
Direct Traffic	Users that comes to your website via typing the URL directly in a browser.	9
Display Ads	Graphic advertising on website media through banners or other advertising formats made of text,...	10
Domain Authority / Ran...	An estimate of how well any given domain will perform in search.	11
Ecommerce Conversion ...	The ratio of transactions to sessions, expressed as a percentage.	12
Engagement Rate	Measures the level of engagement that content is receiving from an audience. It shows how much...	13
Exit %	Percentage of users who viewed the page and exited the site.	14
Exit Page	The page where a user exits your website.	15
Impressions	The number of times an ad, search result or a social post is viewed.	16
Key Performance Indica...	Used to evaluate the success of a brand or campaign in meeting the objectives for performance.	17
Medium	The general category of the source	18



bluffton
HEART OF THE LOWCOUNTRY
Website & Online Marketing Performance
2020

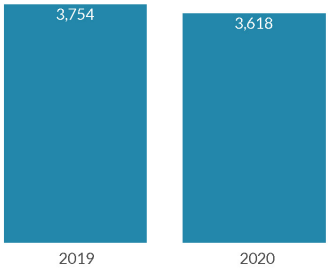

ONLINE SEARCH INTEREST TRENDS

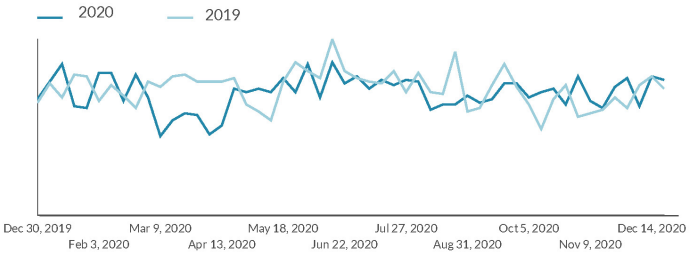
BLUFFTON

SEARCH INTEREST

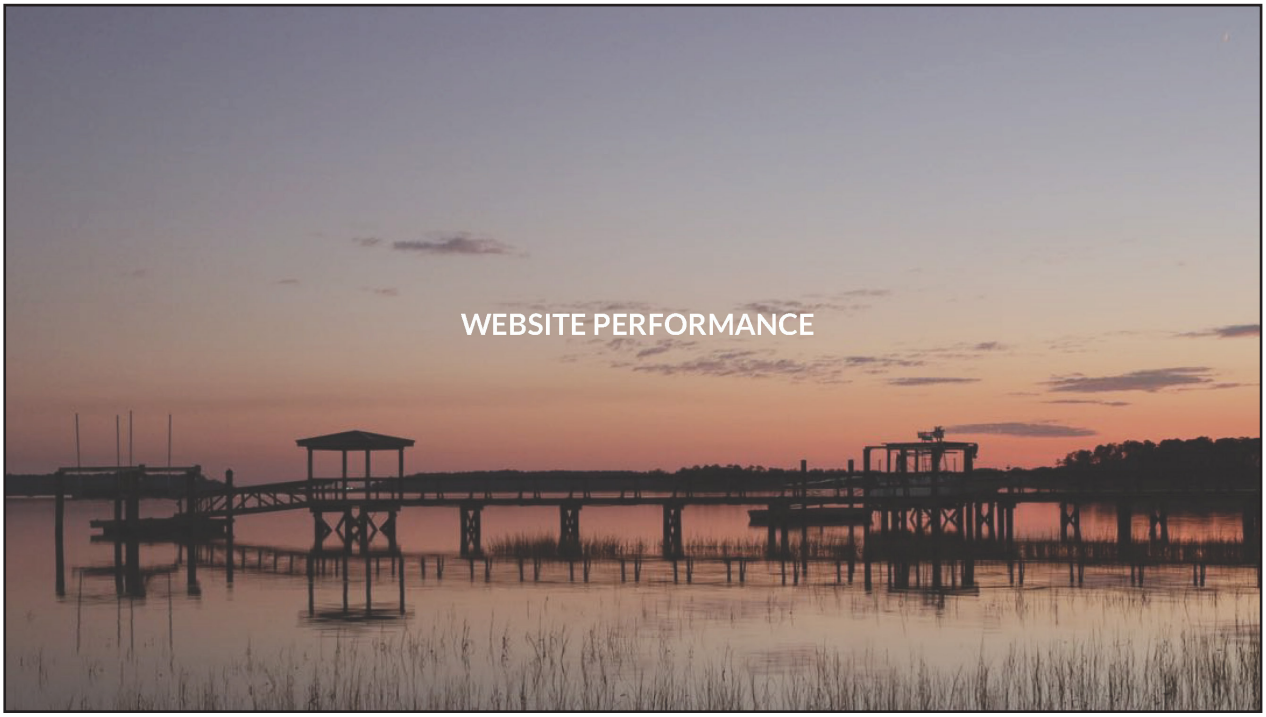
• In 2020, Search interest decreased 3% vs PY. Outside of South Carolina, the top Brand interest markets were North Carolina, Georgia, Connecticut, and Delaware, which replaced Tennessee as the fourth-highest search interest market in 2020 outside South Carolina.

• Top terms used to search for Hilton Head Island Bluffton were bluffton sc, bluffton south carolina, things to do in bluffton sc, bluffton events, bluffton arts and seafood festival, bluffton south carolina upcoming events, bluffton, bluffton sc events, bluffton restaurants, bluffton library, hotels in bluffton and things to do bluffton sc.





bluffton
HEART OF THE LOWCOUNTRY

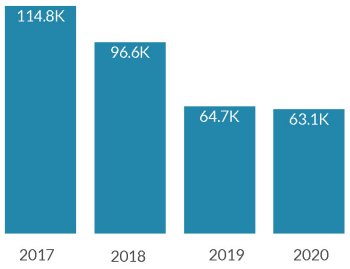


BLUFFTON

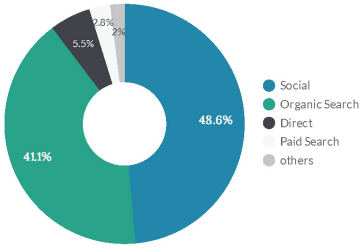
TOTAL WEBSITE VISITATION

- There have been 63K visits to the Bluffton sections of the website, predominantly by search traffic (social and organic). Traffic is down 4% vs PY, driven by all traffic sources, but the biggest decline came as a result of a decrease in paid search and display traffic.
- Mobile traffic increased 173% vs. PY and desktop traffic increased 32% vs. PY.
- Social and organic search drove the majority of traffic to the site, accounting for over 89% of traffic.

Website Visits



Visitors by Channel



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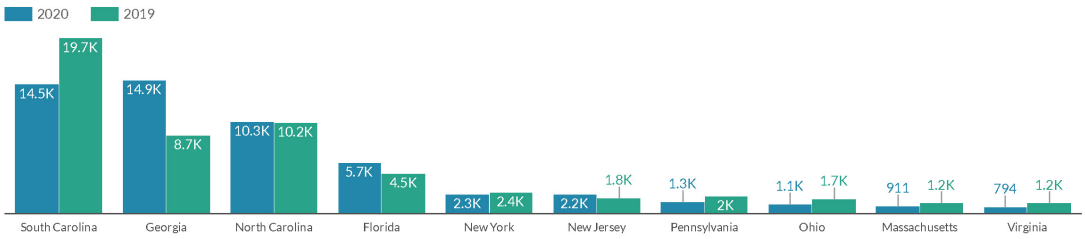
BLUFFTON

DMAs

- In 2020, the top 10 DMA traffic declined by 3% compared to the PY. The top 10 DMAs drive 86% of all traffic to the website. South Carolina continued as a top DMA in 2020, but Georgia outperformed North Carolina in traffic, making Georgia the second most popular destination.

Top 10 Markets



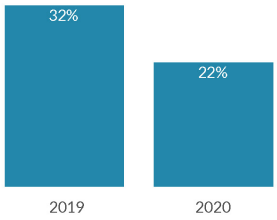
bluffton
HEART OF THE LOWCOUNTRY

BLUFFTON

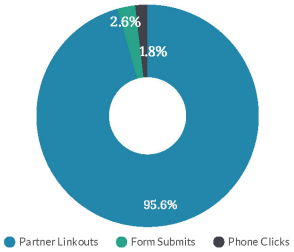
CONVERSION RATE OVERVIEW

- In 2020, the HHI Bluffton conversion rate was down 31% compared to the PY. This was due largely to decreased paid search and display spend.
- The majority of conversions were Outgoing Partner Links (95%).
- There were also 533 phone clicks and 374 forms submitted.

Conversion Rate



Conversion Breakdown



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HILTON HEAD ISLAND-BLUFFTON VISITOR & CONVENTION BUREAU

VisitBluffton.org

Bluffton Juneteenth Festival and Jazz Brunch

Presented by the Bluffton MLK Observance Committee

Application Date: March 31, 2021

Event Dates: June 19 & 20, 2021

Sponsor:

Bluffton MLK Observance Committee
PO Box 3737
Bluffton, SC 37066

Jackie Brown, Secretary
843-227-0485

Contact Information:

Katherine Louw, Director of Good, Watterson Brands & Juneteenth Event Volunteer
615-804-0758
katherine.louw@wattersonbrands.com

March 31, 2021

Town of Bluffton
20 Bridge Street
Bluffton, SC 29910

Dear members of Accommodations Tax Advisory Committee,

The Bluffton MLK Observance Committee, 501(c)(3), respectfully requests funding for the Bluffton *Juneteenth Freedom Festival* and the *Juneteenth Jazz Brunch*, scheduled for Saturday, June 19th and Sunday, June 20th, respectively.

The Bluffton MLK Observance Committee has hosted an annual Juneteenth Freedom Festival since 2015 and this year, we are excited to extend the festivities with the addition of a Juneteenth Jazz Brunch on Sunday morning. The beautiful, new Burnt Church Distillery will host both events. We believe the combined synergy of past, successful Juneteenth events, the lifting of restrictions around COVID, and hosting the events at our community's most celebrated, new venue, all position this event to achieve a new level of success in 2021.

The Bluffton MLK Observation Committee was established in 1984 as group for community-minded individuals to support events and efforts centered around the legacy of Martin Luther King, Jr. In 2020, after 37 years without legal status, we filed and were officially granted non-profit status, receiving our letter of determination earlier this month. The Juneteenth Jazz Brunch is being added this year to begin raising funds and spreading the word about the work of the Bluffton MLK Observance Committee, most notably BlacQuity, our new initiative designed to train and promote black entrepreneurs in the community.

According to MMGY Global, Black Americans spent $109.4M on leisure travel in 2019, with a significant portion of that being focused on cultural travel. Our goal is to raise the profile of The Bluffton MLK Observance Committee's *Juneteenth Freedom Festival* and *Juneteenth Jazz Brunch,* not only attracting locals and friends from neighboring communities into Bluffton to celebrate our heritage, but also attracting out-of-town tourists to increase hotel occupancy in the City of Bluffton. The logos of Bluffton Inn, Comfort Inn & Suites, and Montage Palmetto Bluff will be included in event promotional pieces as suggested accommodations.

Our sincere thanks for your consideration. We hope to welcome you to Burnt Church Distillery on June 19th and 20th.

Warm regards,

Jacquelyn Brown
Bluffton MLK Observance Committee, Secretary
Home Sweet Home In-Home Care Services, Owner

Billy Watterson
Bluffton MLK Observance Committee, Board Member
Watterson Brands, Founder & President
Burnt Church Distillery, Owner

We are asking the committee to consider funding the following:

Police/Security	$3,900
Sanitation/Utilities (40% of total cost)	$1,000
Trolley Service (40% of total cost)	$1,400
Event Production (stage, tents, etc)	$5,000
Marketing Design	$5,000
Print and Web Media Ads	$11,200
Total	**$27,500**

Total Event Budget: $55,500

The 7th Annual Bluffton Juneteenth Celebration

Hosted by the Bluffton MLK Observance Committee, this year's Juneteenth Celebration aims to grow this event. Presented in partnership with the Burnt Church Distillery and Lowcountry Legacy Fund of the Community Foundation of the Lowcountry, our goal is to build upon the past success of Juneteenth events, attracting a wider audience to celebrate the rich cultural heritage and talent that exists in this region.

The Saturday event will be family-friendly and free of charge to the public, and the event will attract locals and tourists alike. Alcoholic beverages will be available for purchase through Burnt Church Distillery and Pizza Co. Guests will be invited to purchase food at Pizza Co, as well as food vendors. Other sources of event revenue will include sponsorships, booth rentals, reserved event seating, and retail sales.

Highlights of this year's event:

- Title Sponsor VIP tent for Saturday festivities
- Reserved Seating
- Live music and entertainment at Square 67
- Shopping and food at select Gullah vendor booths on Palmer's Stretch
- Event print advertising, and online ticket purchasing available prior to event, to include accommodations information to promote out-of-town attendance

The Sunday event will be an adults-only ticketed event serving a Gullah brunch prepared by local chef, BJ Dennis, complete with mimosas, bloody mary's, and sweet, iced tea. Guests will enjoy music by 5-piece jazz ensemble, The ZD Experience, from Charleston.

2021 Bluffton Juneteenth Program Outline
Tentative

Event Programing 3:00-9:00PM

Invocation . . . . . Pastor Paul Hamilton

Juneteenth Town of Bluffton Proclamation . . . . . Mayor Lisa Sulka or Appointee

Roll Call of African American Veterans . . . . . .

Negro National Anthem "***Lift Every Voice & Sing"***

Reading of the Emancipation Proclamation . . . . . Louise Cohen
(Founder of the Hilton Head Island Gullah Museum)

Musical Entertainment 4:30-9:00PM

The Voices of El Shaddai

Stee and Ear Candy

Lalie Mole and Jason

Dance Group

Deez Guys

Who We Be' . . . . . Dr. Amir Toure
(History Professor at Savannah State University)

The Bluffton MLK Observance Committee

Bridgette Frazier,
Aaron Jenkins, *Vice-President*
Benisha Brown, *Treasurer*
Jacqueline Brown, *Secretary*
P.O Box 3737, Bluffton, SC
blufftonmlk@yahoo.com

Tuesday December 1, 2020,

Members present at meeting: Bridgette Frazier, Benisha Brown, Aaron Jenkins, Leah Frazier, Jacqueline Brown

Meeting began at 5:45PM

Bridgette called the meeting to order at 5:45PM

Jacqueline Brown read the minutes from the previous meeting.

Aaron Jenkins made a motion to accept the minutes as read; Leah Frazier second, all present unanimously voted to accept the minutes and minutes were adopted.

Benisha Brown gave a financial report of the current balance in the account, $1,980.00 Benisha reported that all vendors from the previous event had been paid out and our next priority is establishing an account for the 501©3 as The Bluffton MLK Observance Committee and the creation of a subsidiary account which shall be names BlacQuity. Benisha stated that she will follow-up with Palmetto State Bank and South State Bank to get our account established. Benisha will report out at the next on the success of opening the account.

Bridgette opened the floor for Old Business.

Aaron mentioned that new trash cans needed to be purchased because the folding ones were not withstanding the wind. He will do a price check at Walmart and get with Benisha to be reimbursed for purchase.

Benisha confirmed that DJ T-Gramz would be the entertainment for the event.

Jacqueline stated that applications were still coming in, but we currently have 37 vendors and expecting to cap entrants to 40.

The floor for Old Business was closed and Bridgette opened the floor for New Business

Bridgette stated that the Black Excellence Ball planning need to commence. The original plan was to host the event outside but concerns to move it inside prompted Bridgette to look at potential venues. She called Northridge Venue during the meeting and received confirmation that the date of 1/16/21 is open and the cost to reserve would be $500. The group decided that, that was a good price and wanted to go preview the venue to confirm. In addition to confirming the venue, securing a band and caterer was also discussed. The group La Faye & The Fellas was mentioned and Bre would reach out for pricing info, Leah agreed to do the

Bridgette Frazier,
Aaron Jenkins, *Vice-President*
Benisha Brown, *Treasurer*
Jacqueline Brown, *Secretary*
P.O Box 3737, Bluffton, SC
blufftonmlk@yahoo.com

desserts for the event and everyone was tasked with reaching out to potential caterers and chefs for pricing.

A meeting was had with Burnt Church Distillery and their planning committee has decided to collaborate with The Bluffton MLK Observance Committee to host The 7th Annual Bluffton Juneteenth Festival 2021. There will be a (2) day celebration hosted at the distillery. The Gullah market will be moved and combined with the celebration at the distillery. The weekend will end on Sunday with a ticketed event; a Jazz Brunch at the distillery. Bridgette and Jackie will meet with the planning committee and follow up with event details.

No additional new business was brought up and a motion to adjourn was made by Leah Frazier and second by Jacqueline Brown. Unanimous consensus for adjournment.

The meeting adjourned at 6:55PM.

Income		
	Account	**2021 Budget**
	Burnt Church Distillery	$13,000
	Cash Sponsorships*	$10,000
	Town of Bluffton*	$5,000
	ATAX Funds*	$27,500
	Total Receivables	**$55,500**
	**Requested*	
Expenses		
Logistics		
	Venue	$10,000
	Rentals (Stage, Production, Tents, etc.)	$5,000
	Sanitation	$2,500
	Police/Security	$5,000
	Shuttles/Trolleys	$3,500
	Entertainment	$5,000
	Misc fees (Insurance, permits, printing)	$4,000
Marketing		
	Design & Promo (website, banners, signs, posters, flyers)	$5,000
	Event Photography	$500
	Print and Web Media Ads	$15,000
Total Expenses		**$55,500**

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

BLUFFTON MLK OBSERVANCE COMMITTEE
C/O BRIDGETTE FRAZIER
PO BOX 3737
BLUFFTON, SC 29910-0000

Date:
03/02/2021
Employer ID number:
85-4095993
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 4, 2020
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053738003050

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Bluffton, SC

Juneteenth Celebration

June 19-20, 2021

Celebrating freedom and our rich, cultural heritage, while spotlighting the amazing talent of our local, black community.

A weekend-long, cultural celebration of freedom.

Program of Events

Community-Wide Cultural Celebration

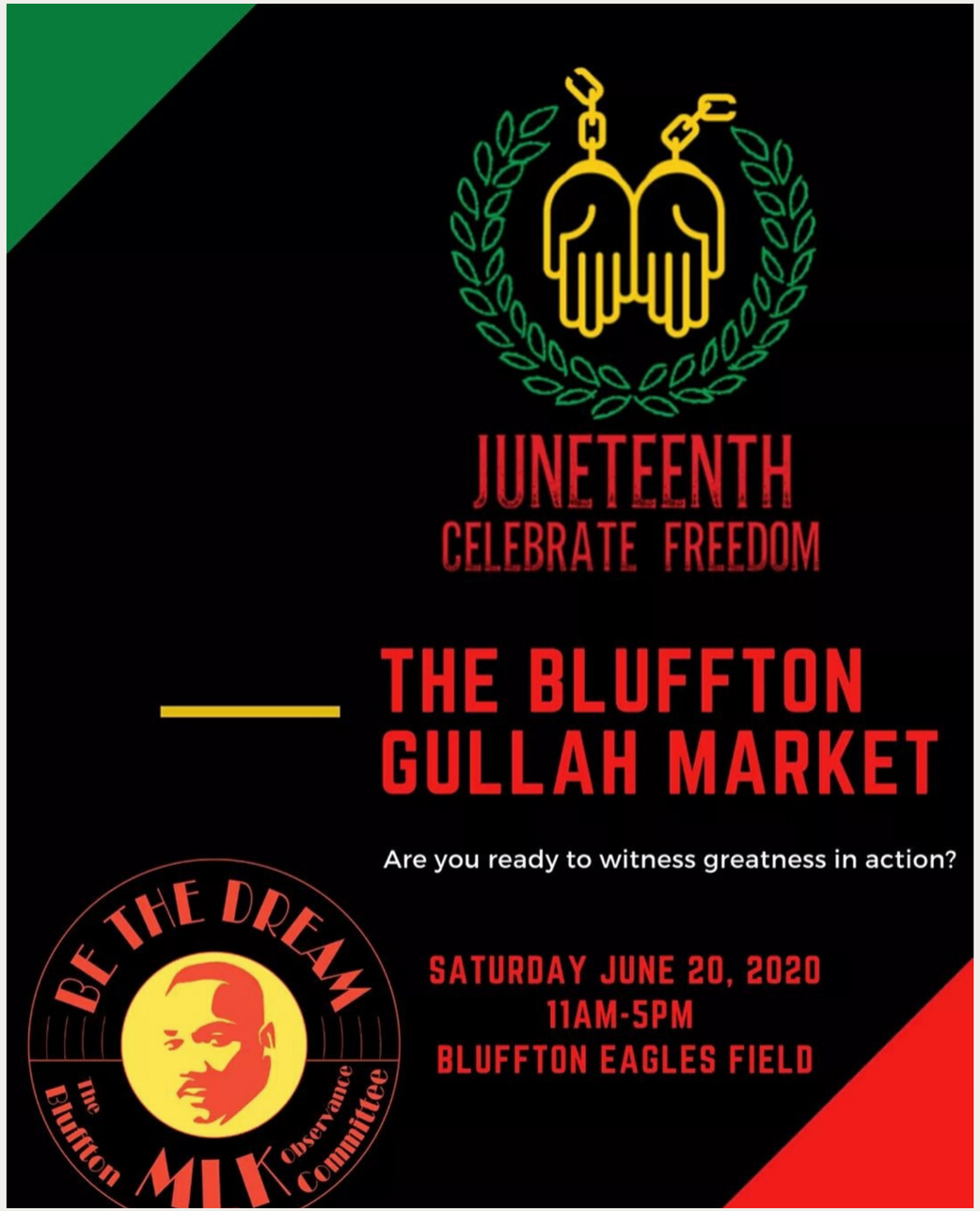
Saturday, June 19, 3pm-10pm

Join us for the afternoon at the newly, opened Burnt Church Distillery for a community-wide celebration of freedom.
Live, cultural music and entertainment will provide a festive and enriching backdrop while guests socialize, shop goods made by local artisans, and indulge in food trucks featuring Gullah cuisine. The program will commence at 3pm with a reading of the Juneteenth Town of Bluffton Proclmation by Bluffton Mayor, Lisa Sulka.

Post-Church, Jazz Brunch

Sunday, June 20, 12pm-3pm

Also at Burnt Church Distillery, this private, ticketed event will allow guests to enjoy brunch prepared by Gullah Chef BJ Dennis while enjoying the smooth sounds from jazz ensemble, The ZD Experience. Visit www.blufftonmlk.com for tickets.



Marketing + Promotion

Digital: Website, Email, Social Media

Promotions through @BlufftonMLK and @BurntChurchDistillery social accounts.

Print: Regional Advertising

Print ads in Local Life, Bluffton Today, South Magazine, and more.

2021 Artwork is currently in production, and pending funding, will include Town of Bluffton and hotel logos.

bluffton
HEART OF THE LOWCOUNTRY

OLD TOWN BLUFFTON INN
Est. 2016
SOUTH CAROLINA

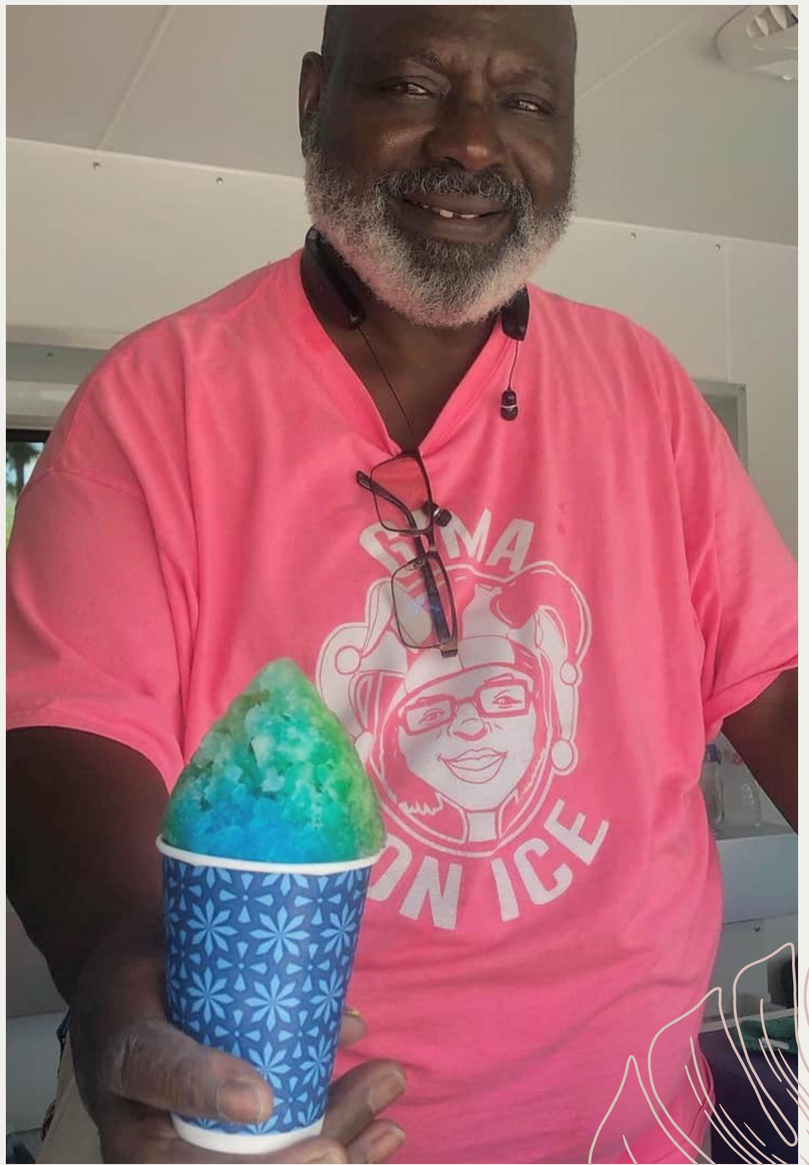
Comfort INN

Montage
PALMETTO BLUFF

A weekend-long, cultural celebration of freedom.

Notable Facts:

- In 2019 the Bluffton MLK Juneteenth event drew approximately 1,000 visitors to the Heyward House. At Eagle Field in 2020, we hosted more than 2,000 visitors from Charlotte, Charleston, Savannah, and other surrounding areas.
- While Juneteenth has been celebrated in black communities almost since 1865, and in our community for the past 6 years, there is no question that the events of 2020 brought this holiday more recognition and celebration than in any year before. We are preparing for a larger crowd in 2021.



Quarterly Deadlines for application submittals:
June 30, September 30, December 31, and March 31

ACCOMMODATIONS TAX ADVISORY COMMITTEE

TOWN OF BLUFFTON, SOUTH CAROLINA

ACCOMMODATIONS TAX FUNDS REQUEST APPLICATION

For Office Use Only

Date Received: | Time Received: | By:

Date: March 31, 2021 | Total Project Costs: 55,500 | Total Amount Requested: 27,500

SUBMIT 15 COMPLETE COPIES OF APPLICATION

ANSWERS MUST BE TYPEWRITTEN

A. PROJECT NAME: Bluffton Juneteenth Celebration

B. ORGANIZATION: Bluffton MLK Observance Committee

MUST BE A NOT-FOR-PROFIT ENTITY

Sponsor Name: Jacqueline Brown | Title: Secretary, Bluffton MLK

Sponsor Address: PO Box 3737

Sponsor Phone: Bluffton, SC 29910

Contact Name: Katherine Louw | Title: Director of Good, Watterson Brands -

Contact Address: 1227 May River Road Bluffton, SC 29910

Contact Phone: 615-804-0758

C. DESCRIPTION OF PROJECT:

1. General Description: The Juneteenth events, scheduled for June 19 & 20, 2021 at the beautiful, new Burnt Church Distillery will celebrate Bluffton's rich, cultural heritage while spotlighting some of the amazing, local talent from our black community.
The family-friendly Saturday festival will be educational and entertaining, providing ample opportunities for guests to shop and sample a variety of local flavors while enjoying musical, dance, and spoken word entertainment.
Sunday's Jazz Brunch will offer smooth jazz entertainment with a special

2. If arts/cultural activity, give specific description of project (attach additional sheets, if needed).

The purpose of this event is to showcase our community's heritage and, to celebrate it, and to share it with all who come. Please see the attached tentative program outline, which lists confirmed artists and entertainers.

3. Impact on or benefit to tourism (if required under the law).

In 2019 out Juneteenth celebration drew a crowd of around 1,000 visitors to the Heyward House, and in 2020 those numbers doubled for the event at Eagle Field. We know that last year's event included attendees from Savannah, Charleston, Charlotte, and other regional locations.
With our expanded plans for advertising, and the addition of a Sunday event, we plan to promote Bluffton's Juneteenth Celebration as a weekend event and will include accommodations information on

4. Duration of project: Starting Date: June 19, 2021 Completion Date: June 20, 2021

5. Permits required (if any):

6. Additional Comments: The Bluffton MLK Observance Committee officially received status as a 501(c)3 organization in early March 2021 so there are no financials to share. Previous year's events have been done on a shoestring budget, with many vendors and artists donating their time and talents. This year, with the partnership of Burnt Church Distillery, and the momentum of becoming a

D. FUNDING:

1. Source of funds: Burnt Church Distillery, Other corporate sponsors (pending), Lowcountry Leg

2. Have you requested funding from other sources or organizations for this project? Yes

If yes, please list sources and amounts.

Burnt Church Distillery (includes some in-kind value) Amount: 13,000

Other corporate/foundation sponsors (pending) Amount: 10,000

Town of Bluffton (pending) Amount: 5,000

3. Contributions to the project by the sponsoring organization:

Bluffton MLK Observance Committee Amount: 2,500

E. FINANCIAL INFORMATION (ADHERE TO STRICTLY):

1. A line-item budget of the project.

2. Most recent fiscal year balance sheet and profit and loss accounting statement.

F. FINANCIAL GUARANTEES:

Provide a copy of official minutes wherein the sponsoring organization approves the project and commits the organization to financial responsiblity for carrying it out to the stage of completion contemplated in the application, should funding be approved.

G. PRIOR RECIPIENT'S REPORT (If you received prior ATAX funds): (Attach additional sheets, if needed):

1. How did you use the funds? NA

2. What impact did this have on the community or benefit tourism?
Describe how tourism statistics were captured.

3. Provide the previous two years and current budgets.

4. Include the **total annual funding** received each year that you applied.

H. ADDITIONAL COMMENTS: (Attach additional sheets, if needed):

Signature: Jacqueline Brown

APPLICATION FINAL CHECKLIST

(Complete and return this list with the application)

☒ The application is being filed by the deadline as indicated in this application packet.

☒ We have reveiwed and followed the application guidelines.

☒ We are submitting 15 complete copies of the application.

☒ We will be prepared to make a verbal presentation to the Committee and answer questions when we are scheduled to do so.

☒ **We did not bind the application (NO BOOKS or BINDERS).**

Accomodations Tax Funding
Final Report

You may record information directly on this form or create a separate document for more detailed responses.

1. PROJECT INFORMATION:

Organization Name:

Project Name:

Contact Name:

2. PROJECT COMPLETION:

Were you able to complete the project as stated in your original application?

If no, state discrepancies.

3. PROJECT SUCCESS:

Please share any additional comments regarding the project (e.g., lessons learned, successes, problems encountered, etc.)

4. PROJECT ATTENDANCE:

Record numbers in table below. Numbers are to reflect attendance and funds received for projects for both the current and previous periods.

	Prior Period	Current Period
Total budget of event / project		
Amount funded by Town of Bluffton Accommodatons Tax		
Amount funded by other sources		
Total attendance		
Total tourists		

5. Methods:

Please describe the methods used to capture the attendace data listed above (e.g., license plates, surveys, zip codes, etc.)

6. Project Budget:

Please attach report indicating project expenses compared to budget for the current grant.

7. Organization Signature:

Provide signature of official within organization, verifying accuracy of above statements.

Name: Title:

Signature: Date:

Bluffton Juneteenth Celebration:

C.1.: The Juneteenth events, scheduled for June 19 & 20, 2021 at the beautiful, new Burnt Church Distillery will celebrate Bluffton's rich, cultural heritage while spotlighting some of the amazing, local talent from our black community.

The family-friendly Saturday festival will be educational and entertaining, providing ample opportunities for guests to shop and sample a variety of local flavors while enjoying musical, dance, and spoken word entertainment.
Sunday's Jazz Brunch will offer smooth jazz entertainment with a special Lowcountry culinary experience.

C.3.: In 2019 out Juneteenth celebration drew a crowd of around 1,000 visitors to the Heyward House, and in 2020 those numbers doubled for the event at Eagle Field. We know that last year's event included attendees from Savannah, Charleston, Charlotte, and other regional locations.

With our expanded plans for advertising, and the addition of a Sunday event, we plan to promote Bluffton's Juneteenth Celebration as a weekend event and will include accommodations information on all advertising.

C.6.: The Bluffton MLK Observance Committee officially received status as a 501(c)3 organization in early March 2021 so there are no financials to share. Previous year's events have been done on a shoestring budget, with many vendors and artists donating their time and talents. This year, with the partnership of Burnt Church Distillery, and the momentum of becoming a more formalized organization, we are excited to be able inject more capital and human resources behind this event. Juneteenth, as a holiday, has gained tremendous momentum in the last year, and we believe there is tremendous opportunity to build Bluffton's Juneteenth celebrations into something very special that will attract more tourists from greater distances with each year.

D.1.: Burnt Church Distillery, Other corporate sponsors (pending), Lowcountry Legacy Fund, City of Bluffton

Attac

ACCOMMODATIONS TAX ADVISORY COMMITTEE
STAFF REPORT
Department of Finance & Administration

MEETING DATE:	May 18, 2021
SUBJECT:	Bluffton MLK Observance Committee: Bluffton Juneteenth Celebration
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, Treasury Manager

Summarized below is the application from the Bluffton MLK Observance Committee for Accommodations Tax grant dollars in support of advertising and promotion of tourism, facility expenses for cultural event, municipality services, and tourist transportation.

Requested Amount: $27,500.

Bluffton Juneteenth Celebration	Total Budget		Recommended ATAX Grant (50% of project budget)
Advertising and Promotion:	$ 20,500		$ 16,200
Facilities for Cultural Events:	5,000		5,000
Municipality Services:	7,500		4,900
Tourist Transportation:	3,500		1,400
Project Expenses:	19,000		N/A
Total	**$ 55,500**		**$ 27,500**

Eligible "Tourism-Related Expenditures" per South Carolina Code of Laws include, *"advertising and promotion of tourism so as to develop and increase tourist attendance through the generation of publicity"* and "*promotion of the arts and cultural events"*

Advertising and Promotion:
- Total budget line is $20,500
- Eligible budgeted expenses:
  - Design & Promo: $5,000
  - Print and Web Media Ads: $15,000

Facilities for Civic & Cultural Events:
- Total budget line is $15,000
  - Eligible budgeted expenses: Rentals (Stage and tent) $5,000

Municipality Services:
- Total budget line is $7,500
- Eligible budgeted expenses:
  - Sanitation at % of tourist attendance $1,000
  - Police/Security $5,000

Tourist Transportation:
- Total budget line is $3,500
- Eligible budgeted expenses are at % of tourist attendance $1,400

Festival/Event: Event is scheduled for June 19 & 20, 2021

Bluffton Event: The event will be held at Burnt Church Distillery.

Tourism Draw %: Tourism statistics were not gathered at the 2020 event. Estimated attendance was around 2,000 people and included attendees from Savannah, Charleston, Charlotte, and other regional locations.

Benefit to Tourism: Adding Sunday and creating a weekend event will hopefully increase tourism attendance and accommodations information will be included on advertisements.

Self-Sufficiency % (Financial Need): Requesting $27,500, which is approximately 50% of the total project budget of $55,500.

Attach

Table Rating (Scores 0-5 with 5 satisfying the qualifications best, exception Advertising 0-15)

Amount Recommended	Advertising (15)	Festival/ Event (5)	Bluffton Event (5)	Tourism Draw % (5)	Benefit to Tourism (5)	Self-Sufficiency (5)	Total of 40 possible	Comments
$27,500	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Electronic Meeting

Previous Funding Amounts to Organization – N/A

Accommodations Tax Committee Recommendations and Comments:

The Committee recommends funding $27,500 for promotion of arts and cultural events ($16,200), facilities for cultural events ($5,000), municipality services ($4,900), and tourist transportation ($1,400).

RESOLUTION

A RESOLUTION AUTHORIZING AMENDMENT 3 TO MEMORANDUM OF AGREEMENT 2017-69 BETWEEN THE TOWN OF BLUFFTON AND THE HISTORIC BLUFFTON FOUNDATION, FORMERLY KNOWN AS THE BLUFFTON HISTORICAL PRESERVATION SOCIETY WHEREIN THE HISTORIC BLUFFTON FOUNDATION WILL SERVE AS THE TOWN OF BLUFFTON'S OFFICIAL WELCOME CENTER, CONDUCT COMMUNITY OUTREACH AND EDUCATION, AND MAINTAIN THE CALDWELL ARCHIVES.

WHEREAS, the Town of Bluffton has a rich history and cultural heritage which should be protected and preserved for future generations to experience; and

WHEREAS, the on February 9, 2001, Town Council adopted a resolution designating the Heyward House Historic Center as the official Welcome Center for the Town of Bluffton; and

WHEREAS, the Town of Bluffton and the Bluffton Historical Preservation Society (BHPS), now known as the Historic Bluffton Foundation (HBF) entered into a Memorandum of Agreement (MOA) on December 13, 2016; and

WHEREAS, the Town of Bluffton adopted a Resolution renewing MOA 2017-69 for an additional fiscal year term beginning on July 1, 2019 through Amendment 1 between the Town of Bluffton and BHPS on July 9, 2019; and

WHEREAS, the Town of Bluffton adopted a Resolution renewing MOA 2017-69 for an additional fiscal year term beginning on July 2, 2020 through Amendment 2 between the Town of Bluffton and BHPS on May 12, 2020; and

WHEREAS, S.C. Code § 6-4-10(4)(b)(8) provides, in part, that operating a welcome center is an eligible tourism-related expenditure; and

WHEREAS, SC Revenue Ruling #98-22 provides, in part, that expenditures will qualify to operate and maintain a welcome center whose primary purpose is to provide information, brochures, and other services to tourists; and

WHEREAS, the Town of Bluffton awards accommodation tax funds of One Hundred, Sixty-Nine Thousand Dollars ($169,000) to support the Welcome Center at the Heyward House.

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

- Town Council hereby authorizes the Interim Town Manager to enter into Amendment 3 to Memorandum of Agreement 2017-69; and

- The term of Amendment 3 to Memorandum of Agreement 2017-69 shall be effective July 1, 2021 through June 30, 2022.

THIS RESOLUTION SHALL TAKE FULL FORCE AND EFFECT ON JULY 1, 2020.

SIGNED, SEALED AND DELIVERED AS OF THIS 8th DAY OF JUNE 2021.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

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

STATE OF SOUTH CAROLINA	**)**	**AMENDMENT 3**
	)	**TO**
COUNTY OF BEAUFORT	**)**	**MOA 2017-69**

WITNESSETH:

WHEREAS, on December 13, 2016, the Town of Bluffton ("the Town") entered into a Memorandum of Agreement with the Bluffton Historical Preservation Society ("BHPS"), now known as the Historic Bluffton Foundation ("HBF"); and

WHEREAS, that Agreement, documented as Agreement 2017-69, denoted that HBF would serve as the Town's officially designated Welcome Center (as adopted by Town Council resolution dated February 14, 2001), conduct community outreach and education, and maintain the Caldwell Archives; and

WHEREAS, in accordance with the Memorandum of Agreement, the Town would coordinate the Historic Preservation Commission's duties, publicize HBF events, and facilitate long-term maintenance of the Caldwell Archives; and

WHEREAS, HBF makes its annual presentation to the Accommodations Tax Advisory Committee ("ATAC") and Town Council on its budget for the Welcome Center as a recipient of Accommodations Tax funding in accordance with the Welcome Center's function of promoting tourism in the Town.

WHEREAS, the Town may use Accommodations Tax to provide additional services to promote tourism and enlarge its economic benefits through advertising, promotion and providing those facilities and services which enhance the ability of the Town to attract and provide for tourists; and

WHEREAS, Amendment 1, effective July 1, 2019 through June 30, 2020, required HBF to present its first draft annual budget for the July 1 through June 30 fiscal year to Town Council in January with feedback incorporated into the annual Accommodation Tax request due at the end of March, and a budget presentation at the ATAC meeting in May with final presentation to Town Council in June. Amendment 1 prescribed the requisite level of detail for the budget and reporting; and

WHEREAS, Amendment 2 renewed the Agreement from July 1, 2020 through June 30, 2021; and

NOW THEREFORE, in exchange for the mutual promises written herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Town and HBF agree as follows:

1. The term of Amendment 3 of Memorandum of Agreement 2017-69 shall be effective July 1, 2021 through June 30, 2022.

2. All other terms and conditions of Memorandum of Agreement 2017-69 shall remain in full force and effect and remain unchanged except as stated herein.

IN WITNESS WHEREOF, the parties hereto have caused the within Amendment 3 to Memorandum of Agreement 2017-69 to be executed on this _____ day of _____, 2021.

HISTORIC BLUFFTON FOUNDATION

By: _____ Date: _____

Print name: _____

Position: _____

TOWN OF BLUFFTON

By: _____ Date: _____

Print name: Chris Forster

Position: Interim Town Manager

Attachments: Town Council Resolution

STATE OF SOUTH CAROLINA)
) MEMORANDUM OF AGREEMENT 2017-69
COUNTY OF BEAUFORT)

This Memorandum of Agreement (the "Agreement") between the Town of Bluffton (the "Town") and the Bluffton Historical Preservation Society (the "Historical Society") for the preservation of Bluffton's heritage through advocacy, education and community involvement is entered into this 13th day of December, 2016.

WHEREAS, Town of Bluffton has a rich history and cultural heritage which should be protected and preserved for future generations to experience; and

WHEREAS, on October 16, 1981, the Historical Society was established as a non-profit educational and charitable organization in the State of South Carolina; and

WHEREAS, in February of 1998, the decision was made by the Historical Society to purchase the Cole-Heyward house at 70 Boundary Street to establish a house-museum and raise awareness of the need for historic preservation throughout the Town; and

WHEREAS, on February 9, 2000, the Town established the Historic Preservation Commission pursuant to the authority of Title 6, Chapter 29, Section 870 of the South Carolina Local Government Comprehensive Planning Enabling Act of 1994; and

WHEREAS, on February 14, 2001, Town Council adopted a resolution designating the Heyward House Historic Center as the official Welcome Center for the Town of Bluffton; and

WHEREAS, serving a dual function as the Welcome Center and the Heyward House Historic Center, the Historical Society desires that the Town provide a certain amount of funding through the Accommodations Tax (ATAX) process to assist with the cost of operations; and

WHERAS, accommodations tax may be used by the Town to provide additional services to promote tourism and enlarge its economic benefits through advertising, promotion and providing those facilities and services which enhance the ability of the Town to attract and provide for tourists; and

WHEREAS, on November 9, 2003, the Historical Society adopted a Constitution and By-Laws providing for, among other things, the purpose of the organization; and

WHEREAS, on October 11, 2011, the Town adopted the Unified Development Ordinance which, among other things, provides for the functions, duties and powers of the Historic Preservation Commission.

NOW, THEREFORE, for due and valuable consideration, parties agree-to the following assignments in this arrangement for the betterment of the Old Town Bluffton Historic District, now and into the future:

1. The above recitals are incorporated herein.

2. The Bluffton Historical Preservation Society's roles and responsibilities:

A. **Welcome Center.** As the steward of the Heyward House Historic Center and recipient of ATAX funding restricted solely for the operation of the Town of Bluffton Welcome Center with the purpose of promoting tourism by providing those facilities and services which enhance the ability of the Town to attract and provide for tourists in accordance with the criteria associated with ATAX funding, the Historical Society will:

1) Hold the following hours of operation for the Welcome Center: Monday through Friday 10:00AM – 5:00PM and Saturday 10:00AM – 4:00PM, except for holidays designated by the Board;

2) Collaborate with the Town and Town Staff to utilize the facility during conferences and other Town sponsored events when tours of the facility are desired. Admission fees will not be charged to Staff or the attendees;

3) Permit the Town to have use of the Welcome Center for special events with the approval of the Welcome Center's Executive Director. If such events are held, any expenses to promote and host the event will be paid for by the Town;

4) Present an annual budget for the Welcome Center to the Accommodations Tax Advisory Committee for funding consideration. The budget shall be in the format provided by the Town to include specific line items. The recommendation of the ATAX Committee will be provided to Town Council for consideration and final approval;

5) Regularly adopt a July 1 to June 30 fiscal year;

6) Report the Center's income and expenditures to the Town ten days after the end of each fiscal quarter and provide an update on the number of visitors;

7) Present an annual audit performed by an independent Certified Public Accountant. The audit is to be presented to the Town no later than six months following the end of the fiscal year; and

8) Maintain appropriate levels, in the Town's sole opinion, of insurance for general liability, auto liability, professional liability, and workers compensation coverage. The Historical Society must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured.

B. **Community Outreach and Education.** As the liaison and advocate for historic preservation initiatives to the community, the Historical Society will:

1) Bring together people interested in the history of Bluffton and vicinity;

2) Collect materials which illustrate the history of the area;

3) Disseminate historical information;

4) Preserve historic buildings, sites, material culture and archival material;

5) Hold meetings with lectures and papers;

6) Develop and hold regularly occurring educational programs to include walking tours and interpretation programs of the Garvin House located in Oyster Factory Park;

7) Provide regularly occurring educational and training programs on a variety of historic preservation topics that include, but are not limited to: the history of the Bluffton area – its culture, architecture, and heritage; historic preservation programs for youth; and programs for homeowners of historic houses; and,

8) Provide Bluffton History Class as required per Town of Bluffton Ordinance #2011-07 for all operators/drivers of licensed tour companies operating in the Town of Bluffton.

9) Identify and maintain funding and financial assistance opportunities that may benefit the Old Town Bluffton Historic District and fulfill the current roles and responsibilities of the Historical Society.

C. **Caldwell Archives.** As the steward of the Caldwell Archives, the Historical Society when requested will with ample notice:

1) Provide a representative to review the Caldwell Archives for historical documentation and submit comment and recommendation on the historical significance of applications brought before the Historic Preservation Commission;

2) Provide documentation and comment regarding the abatement of properties that have been placed on the Unsafe, Uninhabited Building/Structure List;

3) Provide access to the historical archives to the Town of Bluffton and their contracted consultants for use during the conducting of cultural and architectural surveys to be performed in the future; and

4) Make the Caldwell Archives available both digitally and in hard copy for public use at least one day per week during set hours and with a fee schedule for research/reproduction services posted on the organization's website.

3. The Town of Bluffton roles and responsibilities:

A. Administrate the regulatory compliance necessary for the promotion, protection, and improvement of the public health, safety, comfort, good order, appearance, convenience, prosperity, morals, and general welfare of the residents of Bluffton including the monitoring and abatement of Unsafe, Uninhabited Buildings/Structures;

B. Coordinate the Historic Preservation Commission and the processing and review of Certificates of Appropriateness for the alteration, erection, renovation, demolition,

relocation, or removal, in whole or in part, of any structure located within a HD designated zoning district;

C. Perform all necessary reporting, survey, and documentation to maintain the Certified Local Government status of the Town jointly administered by the National Parks Service (NPS) and the State Historic Preservation Offices (SHPOs);

D. Partner in the research, application, and administration of economic development incentives and other grant, funding, or volunteer opportunities;

E. On the request of the Welcome Center's Executive Director, the Town may, when feasible, provide limited landscaping services to the Welcome Center;

F. Publicize and promote events, exhibits, and services sponsored by the Historical Society or occurring at the Welcome Center through the Town's Public Information Office; and

G. Facilitate and assist the Historical Society with the long-term, safekeeping and stewardship of the Caldwell Archives in a properly controlled environment in a centralized location on-site at Town Hall or at another public facility.

4. Terms of the Agreement.

A. The term of this Agreement shall be for a period of one year commencing on July 1, 2016 and ending June 30, 2017. This agreement will automatically renew on an annual basis for one year terms commencing on July 1 of each successive year, unless terminated in accordance with this Memorandum of Agreement;

B. The Town Manager or his designee may terminate his Agreement within ninety day notice, in whole or in part, at any time for the convenience of the Town. If this Agreement is terminated for the convenience of the Town, the Town will pay the Society the remaining funds approved by Town Council for the then-current fiscal year, if any. The Historical Society may, with ninety days written notice, terminate the agreement;

C. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and the Historical Society other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Society's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Historical Society. The Historical Society's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the

Historical Society shall have any benefits, status, or right of employment with the Town; and

D. The Historical Society shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

APPROVED:

Anthony W. Barrett 12/30/16
Anthony W. Barrett
Executive Director
Bluffton Historical Preservation Society

Marc Orlando
Marc Orlando, ICMA-CM
Town Manager
Town of Bluffton

RESOLUTION

A RESOLUTION AUTHORIZING AMENDMENT 1 TO MEMORANDUM OF AGREEMENT 2017-69 BETWEEN THE TOWN OF BLUFFTON AND THE BLUFFTON HISTORICAL PRESERVATION SOCIETY WHEREIN THE BLUFFTON HISTORICAL PRESERVATION SOCIETY WILL SERVE AS THE TOWN OF BLUFFTON'S OFFICIAL WELCOME CENTER, CONDUCT COMMUNITY OUTREACH AND EDUCATION, AND MAINTAIN THE CALDWELL ARCHIVES.

WHEREAS, the Town of Bluffton has a rich history and cultural heritage which should be protected and preserved for future generations to experience; and

WHEREAS, the on February 9, 2001, Town Council adopted a resolution designating the Heyward House Historic Center as the official Welcome Center for the Town of Bluffton; and

WHEREAS, the Town of Bluffton and the Bluffton Historical Preservation Society (BHPS) entered into a Memorandum of Agreement (MOA) on December 13, 2016; and

WHEREAS, S.C. Code § 6-4-10(4)(b)(8) provides, in part, that operating a welcome center is an eligible tourism-related expenditure; and

WHEREAS, SC Revenue Ruling #98-22 provides, in part, that expenditures will qualify to operate and maintain a welcome center whose primary purpose is to provide information, brochures, and other services to tourists; and

WHEREAS, the Town of Bluffton awards accommodation tax funds of One Hundred, Ninety Thousand Dollars ($190,000) to support the Welcome Center at the Heyward House.

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

- Town Council hereby authorizes the Town Manager to enter into Amendment 1 to Memorandum of Agreement 2017-69; and
- The term of Amendment 1 to Memorandum of Agreement 2017-69 shall be effective July 1, 2019 through June 30, 2020.

THIS RESOLUTION SHALL TAKE FULL FORCE AND EFFECT ON JULY 1, 2019.

SIGNED, SEALED AND DELIVERED AS OF THIS 9th DAY OF JULY 2019.

Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

Kimberly Chapman, Town Clerk
Town of Bluffton, South Carolina

RESOLUTION

A RESOLUTION AUTHORIZING AMENDMENT 2 TO MEMORANDUM OF AGREEMENT 2017-69 BETWEEN THE TOWN OF BLUFFTON AND THE BLUFFTON HISTORICAL PRESERVATION SOCIETY WHEREIN THE BLUFFTON HISTORICAL PRESERVATION SOCIETY WILL SERVE AS THE TOWN OF BLUFFTON'S OFFICIAL WELCOME CENTER, CONDUCT COMMUNITY OUTREACH AND EDUCATION, AND MAINTAIN THE CALDWELL ARCHIVES.

WHEREAS, the Town of Bluffton has a rich history and cultural heritage which should be protected and preserved for future generations to experience; and

WHEREAS, the on February 9, 2001, Town Council adopted a resolution designating the Heyward House Historic Center as the official Welcome Center for the Town of Bluffton; and

WHEREAS, the Town of Bluffton and the Bluffton Historical Preservation Society (BHPS) entered into a Memorandum of Agreement (MOA) on December 13, 2016; and

WHEREAS, the Town of Bluffton adopted a Resolution renewing MOA 2017-69 for an additional fiscal year term beginning on July 1, 2019 through Amendment 1 between the Town of Bluffton and BHPS on July 9, 2019; and

WHEREAS, S.C. Code § 6-4-10(4)(b)(8) provides, in part, that operating a welcome center is an eligible tourism-related expenditure; and

WHEREAS, SC Revenue Ruling #98-22 provides, in part, that expenditures will qualify to operate and maintain a welcome center whose primary purpose is to provide information, brochures, and other services to tourists; and

WHEREAS, the Town of Bluffton awards accommodation tax funds of One Hundred, Ninety Thousand Dollars ($190,000) to support the Welcome Center at the Heyward House.

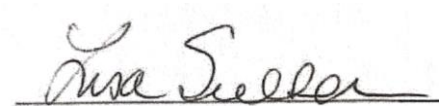
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BLUFFTON, SOUTH CAROLINA, AS FOLLOWS:

- Town Council hereby authorizes the Town Manager to enter into Amendment 2 to Memorandum of Agreement 2017-69; and

- The term of Amendment 2 to Memorandum of Agreement 2017-69 shall be effective July 1, 2020 through June 30, 2021.

THIS RESOLUTION SHALL TAKE FULL FORCE AND EFFECT ON JULY 1, 2020.

SIGNED, SEALED AND DELIVERED AS OF THIS 12th DAY OF MAY 2020.



Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

Kimberly Chapman, Town Clerk
Town of Bluffton, South Carolina

APPLICATION FINAL CHECKLIST

(Complete and return this list with the application)

- ☑ The application is being filed by the deadline as indicated in this application packet.
- ☑ We have reviewed and followed the application guidelines.
- N/A ☐ We are submitting 15 complete copies of the application.
- ☑ We will be prepared to make a verbal presentation to the Committee and answer questions when we are scheduled to do so.
- ☑ We did not bind the application (NO BOOKS or BINDERS).

TOWN OF BLUFFTON
ACCOMMODATIONS TAX
APPLICATION FOR FUNDS
TITLE PAGE

1. PROJECT NAME: Welcome Center at the Heyward House

2. ORGANIZATION'S NAME: Historic Bluffton Foundation (HBF)

Sponsor/Primary contact:	Kelly Logan Graham c/o Historic Bluffton Foundation P.O. Box 742 Bluffton, SC 29910, 843-757-6293.
Secondary contact:	Amanda Denmark c/o Historic Bluffton Foundation P.O. Box 742 Bluffton, SC 29910, 843-816-6362
Amount requested:	$169,000
Date of application:	March 26, 2021

Signature: _____ Kelly Graham, Executive Director of HBF

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Quarterly Deadlines for application submittals:

June 30, September 30, December 31, and March 31

ACCOMMODATIONS TAX ADVISORY COMMITTEE
TOWN OF BLUFFTON, SOUTH CAROLINA

ACCOMMODATIONS TAX FUNDS REQUEST APPLICATION

For Office Use Only

Date Received: Time Received: By:

Date: March 26, 2021

Welcome Center Total Project Costs: $207,250

Amount Requested: $169,000

SUBMIT 15 COMPLETE COPIES OF APPLICATION

ANSWERS MUST BE TYPEWRITTEN

A. PROJECT NAME: Welcome Center at the Heyward House

B. ORGANIZATION/SPONSOR: Historic Bluffton Foundation (HBF)

MUST BE A NOT-FOR-PROFIT ENTITY

Sponsor Name:	Kelly Logan Graham Title: Executive Director of HBF
Sponsor Address:	P.O. Box 742 Bluffton, SC 29910
Sponsor Phone:	843-757-6293

Primary Contact Name: Kelly Logan Graham Title: Executive Director of HBF

Primary Contact Address: P.O. Box 742 Bluffton, SC 29910

Primary Contact Phone: 843-757-6293

Secondary Contact Name: Amanda Denmark Title: President of HBF

Secondary Contact Address: P.O. Box 742 Bluffton, SC 29910

Secondary Contact Phone: 843-816-6362

C. DESCRIPTION OF PROJECT:

1. General Description: Founded in 1981, the mission of the Historic Bluffton Foundation is to ***protect, preserve, and promote the history and cultural heritage of the Town of Bluffton, South Carolina through education, marketing, hands-on preservation of buildings and sites, maintenance of the Caldwell Archives, and operation of the Heyward House Museum and Welcome Center*** (hereafter known as the Heyward House). Our vision is to be recognized as the pre-eminent authority, resource and proponent for historical preservation in Bluffton. Additionally, the Heyward House serves as the Welcome Center for the Town of Bluffton ensuring both an instructive and memorable visit to the town.

Since 2000, the museum has provided tourists and local citizens with information about our regional history, culture and sites while promoting local businesses, restaurants, and special events. If phone calls are received from those contemplating moving to the area, staff mail out packets that contain maps, real estate information, apartment finders, and brochures from sites and businesses of the local area. Most often, we have visitors who come to explore the area for a potential move, and we provide them with a relocation packet, which contains price ranges for neighborhoods, realtor list, schools, banks, medical centers, and social media resources.

We extensively promote local businesses, including our tours and competitor tour companies, restaurants, art galleries, shops, events, services, walking and nature trails, parks, and playgrounds. Many visitors want to make their trip to Bluffton fulfilling, so they engage in as many experiences as their time allows. Our focus is on the historic district, but we also send visitors to Palmetto Bluff and other greater Bluffton and Beaufort County destinations. Visitors count on our knowledge to guide them in all their pursuits.

Through our marketing efforts, plus our partnerships with other local organizations, the Heyward House has become known as "the place to start" when exploring the Town of Bluffton. Of our visitors last fiscal year, 44% learned about us

through word of mouth, 28% from the web/internet, 14% from signs, and 12% through print media. The remaining 2% learned about us through radio/TV or other means.

In fiscal year (FY) 2019/2020, the Heyward House Museum and Welcome Center served 10,632 total visitors. Of the total guests that came last fiscal year, ***82% were from out-of-town***. Private Residences (30%) were the dominant accommodations, with the remaining visitors staying in hotels (27%), timeshares (23%), rentals (17%) and other (3%). Due to travel restrictions from March-June 2021, few non-locals were visiting, which skewed our percentages of those staying in accommodations other than private residences. ***Of the total visitors, 8,662 came for information and/or tours at the Heyward House.*** Those are called "Impact Visitors". The remaining visitors are considered "Other" and were for business, archives, events, and rentals. During 3 events and rentals, we had the house open for mini tours, so some of our "Other" visitors experienced the welcome center and museum making our impact higher than to the 8,662 information and tour visitors. March-May is our busiest time of the year, with March alone typically accounting for 1500-2000 visitors. Last year, we projected to have the highest visitor numbers once again; however, visitor numbers dropped drastically in March due to COVID-19 and the ones who came were mainly locals. Despite closing the interior to tours and visitors, **our Welcome Center remained open.** When we closed the interior on March 16th, we moved our welcome center racks to the back porch, installed plexi-glass in front of the brochures to minimize bending from humidity, and removed the back screen porch door to minimize touch points for visitors. **The welcome center maps and brochures are now available 24/7.** We have a temporary office in the Heyward History Store, so staff can greet guests, provide recommendations, and answer questions. **Personal communication and engagement with visitors are of outmost importance when providing welcome center services.**

Visitor numbers are slowly rebounding. To date, we have had 5,984 total visitors and project to have a total of 10,000 visitors this fiscal year. Of the 5,594 visitors, 3,777 have been impact visitors and the remaining 2,207 have come for events or rentals. We record visitor information for those we engage with at the Farmer's market. If they only relax on Common Ground and are not provided maps, they are recorded under Event. We project to have 7,500 total impact visitors this year.

We revamped our walking tours to include a tour guide system. The tour guide uses a microphone, and the participants wear an earpiece to listen. This system allows us to have multiple groups social distance on a tour. We also rearranged the rooms and created displays in front of the windows for visitors to learn about the history of Bluffton, the families of the Cole-Heyward House, Gullah Geechee culture, importance of oysters, and the Civil War. The lights are on kept on inside the house during the workday. We created a porch and grounds tour to temporarily replace our house tour. This tour includes all aspects of our house tour while strolling the grounds and porches. Pending

windy weather or rain, the outbuildings are open for viewing to all visitors. We removed touch points and installed rope across the summer kitchen so visitors cannot enter.

Our arched signs and two landscaped entrances facing Martin Family Park allows for the natural flow of visitors to the back porch. We installed signage on the entrance posts and signs on the front porch to further direct visitors to the welcome center. Common Ground has also become a visual and critical pedestrian link between Martin Family Park and the Welcome Center. Our shaded pavilion, picnic tables, rocking chairs, and benches are often utilized by individuals and small groups to picnic, work, gather and plan their day in the Historic District. When schools closed and more people were working from home, we often had locals siting at our tables and working on laptops.

Please find attached copies of our Marketing Plan

Our volunteer base is instrumental in our operations. Our gardeners attend to the grounds with passion, professionalism, and energy. Our docents' age and health put them all at high risk; therefore, we have not brought our docents back to greet guests or conduct tours. When we open the interior of the Heyward House, we expect to have approximately half of our docents ready to return. Interior tours and bringing docents back are contingent on COVID-19 cases and vaccination rates since most of our visitors are not locals and many have recently traveled in an airplane.

Please find attached copies of our FY 2019/2020 Annual Heyward House Visitor Statistics in chart and table forms, and a chart of the projected Impact Visitor statistics and revenue for the current fiscal year.

In December 2019, a Memorandum of Agreement (MOA 2017-69) between the Town of Bluffton and the Historic Bluffton Foundation was executed. It expanded the services that the Historic Bluffton Foundation provides for the Town including administration of a class and exam for all operators/drivers of licensed tour companies operating in the Town of Bluffton and interpretation programs of the Garvin-Garvey House.

An amendment to MOA 2017-69 was executed last fiscal year and was renewed upon approval of the HBF annual budget presentation at the June Town Council meeting. Amendment 1 changes from previous years include a summary explanation on key changes between fiscal years, detailed spending and budget items for Accommodations Tax is earmarked, the final report is due by November 15th, and HBF will present an annual budget presentation at its January meeting to incorporate Council feedback into our annual ATAX request. Many of the "changes" were already being done but will be expanded upon as requested.

We began giving tours of the Garvin-Garvey House in October 2017 and had a total of ***1,335 visitors in FY 2018-2019***. In ***FY 2019/2020, we had 2,115 visitors and last fiscal year we had 1,073 visitors***. We followed the Town of Bluffton's lead to close the interior of the Garvin-Garvey House to visitors. The house is compartmentalized, and the rooms are not sufficiently wide enough for visitors to social distance from other groups or staff. We will hire staff to conduct tours at the Garvin-Garvey House once we receive guidance from the Town and it is appropriate to reopen the house for visitors. We continue to promote visitors view the exterior of the house, look in the windows, read the interpretive signs on the grounds, and visit the Bluffton Oyster Company. The Garvin-Garvey House is included in our editorials in 101 Things to Do.

Since the Garvin-Garvey House has been closed this fiscal year due to COVID-19, please find attached the visitor statistics in table form for FY 2019/2020. Visitor numbers for Heyward House and Garvin-Garvey House are tabulated separately. Revenue for Garvin-Garvey is also kept separately on the Reconnaissance sheets but are combined with Heyward House tours in our budget.

Our Heyward History Store has been closed to visitors; however, we have been selling to visitors looking for specific items we carry. Our store currently includes a temporary office for staff to work and greet guests from the doorway.

We purchased a monitor for the store, so we can loop videos promoting Bluffton, including our recently finished film on Bluffton history.

Our Heyward History Store selection includes a variety of books, children's gifts, Civil War themed gifts and souvenirs and locally made items, such as tea, barbeque sauce, and bakery items. Our children's souvenirs, postcards, books, Civil War-themed items, locally made shea butter, and benne wafers continue to be our best sellers. ***Part of our emphasis for the coming year is to utilize the recently scanned files, maps and documents from the Caldwell Archives, as reprints for sale in the store.***

Our point of sale system utilizes a tablet, which among other functions, allows us to easily track inventory and give us a better idea of what sells best so we can grow and modify as our demand changes. Last year we generated $6,988 in total gift shop revenue, which was a record even without 2.5 months of gift shop sales due to COVID closer. This year to date, we have $382 in revenue. We expect revenue to dramatically increase once our interior is re-opened.

Executive Director, Kelly Graham, has been leading all our town walking tours. We had ***2,508 visitors take a house tour or walking tour last year and we have had 97 take a porch and grounds or walking tour this year***, with another 30 already scheduled for April.

We typically encourage school groups to take our walking tours to learn more about the town and the Heyward House; however, public schools are not taking field trips. We had a group from Lowcountry Homeschoolers Association take a porch and grounds tour this fall and have scheduled students from Cross Schools this April. As we share our history to the younger generations, those students bring their parents to visit the historic district, who then will bring their out-of-town guests. We already have booked a charter bus group for this fall and have assisted living groups calling to schedule for when we reopen the interior. We expect our typical groups, such as local community organizations, assisted living facilities, conference attendees, hotel buses, timeshare buses, and schools to increase exponentially as more people are vaccinated and people feel safe to venture out in groups.

Our successful children's series of summer programs was canceled for 2020. Summer programs will depend on each camp's measures for COVID-19 and the HBF staff availability to host them. Native American pottery and historic games are typically our most popular. Our other programs include scavenger hunts, storytelling, Heyward House tours, Garvin-Garvey House tours, and nature and history walking tour.

We regularly conduct outreach to both adult and children's groups. Kelly presents *"Bluffton 101" and "SC Rivers of Rice"* programs to Town of Bluffton Employees several times each fiscal year and to civic groups. Staff planned to participate in Virtual Career Day at River Ridge Academy; however, school was dismissed early that day due to bad weather.

Staff and volunteers conducted an archaeological excavation at Wright Family Park and washed, analyzed, and cataloged over 3,000 artifacts. Staff is drafting a report on the excavation, artifacts, and analysis of the site.

Kelly designed two history walls for the new Burnt Church Distillery, which provide the history of Bluffton and Burnt Church Road through images, text, and sketches. This exhibit will drive visitors to learn more history and visit the Heyward House and the historic district.

We provided the Bluffton History Class for Tour Guides to 14 people last year and to 4 people this year. Those that pass the test receive a certificate of achievement they can turn into the Town of Bluffton to get their business license.

The HBF Caldwell Archives received a $4,096 grant from the Daughters of the American Revolution to fund equipment costs associated with the Caldwell Archives at Town Hall and for digitization of 11 original maps and metadata forms for family files. Equipment costs included moving all archive material into archive quality folders and storage containers, shelving, bookshelves, and a professional photo scanner with transparency base. Our website includes a link to the Caldwell Archives digital files.

The files include maps, plats, surname finding aids, letters, periodicals, and the DAR Bible Project. Digitization of the archives is on-going.

We have reworked our Archive Fees to be in-line with other archives in the surrounding area and in South Carolina. Although archive access is free for the public, requests of staff to assist in research or to conduct research for them will cost, since staff time will be required. This is in line with other organizations. The price list includes digitization and use fees for photographs or other documents to be used in social media or print purposes. Low resolution copies of our images and select documents will be available for personal or educational purposes. Although Town Hall is closed to the public, staff can retrieve files for research. Once the public is allowed in Town Hall, staff will be able to spend extended time in archives and may resume bringing 1 person in to conduct research. The room is not spacious; therefore, we will not bring volunteers into our archives room until later in FY2021/2022.

Please find attached our Caldwell Archives Research and Materials Usage Fees.

The completion and addition of Common Ground, with two new arched entrances on the recently completed Green Street and Martin Family Park side, has given the grounds new use and revenue. We see value in the community's ability to gather socially and have found that visitors attend in high numbers as well. **Last fiscal year, we held the Boiled Peanut Festival,** Historic Cocktail Party, and our own oyster roast. We cancelled our 2nd **Historic Town Party and Film Premier** of Bluffton, South Carolina: A May River State of Mind on March 21, 2020 due to COVID-19. **Our special events created a large ($20k+) boost in revenue. This fiscal year, we held the Boiled Peanut Festival, Dinner on the Grounds (Arts and Seafood Festival) and the Arts and Seafood two-day "streetfest" was held on Common Ground and adjacent property. Projected event revenue this fiscal year is approximately half of what we had last fiscal year. Visitor numbers and concerns/regulations regarding large gatherings during COVID-19 ensured event revenue** was going to be drastically cut from previous years. This fiscal year we are adding more exterior lighting to the rear of the property to expand our usable space in the evenings. The pavilion space allows us to have many of our children's programs under a covered, shaded area. Our oyster shell sculpture adds an informative history and visual element to our venue.

We released the film on our website and asked for donations to help cover the cost of production. The film brings much joy and marketability to our town and Foundation.

Visibility, activity, traffic, sponsorships and connectedness are increasingly viewed as better metrics of growth/support for organizations like ours than traditional 'memberships'. We reach out to organizations in the community once per month on average, we do promote the values of membership and volunteerism during all our

community events and educational programs. We revamped our membership and launched our 2021 membership in July 2018. This 3-year membership is $150 but it is pro-rated through June 2021, so you only pay for the days left in the membership when you join. We have added over 55 new members since the new program began in 2018, almost doubling paid memberships. Our 2024 membership begins July 1st, 2021. Our goal is to retain all our 2021 members and get 50 new 2024 members bringing our total members to 50 Lifetime, 12 complimentary, and 175 paying 2024 members. We will continue to promote Foundation membership and support along with all that we do.

We have reworked our social media platforms and dropped those that were not applicable to our mission, such as Instagram, Pinterest, Linked-in, Twitter, and Tumblr. We have seen significant growth since the beginning of this fiscal year for Facebook, with an increase of 2.6%. Our website platform we started using in 2017 will be obsolete in late 2021; therefore, we had a new website built that we will update ourselves, is more user friendly, and visually appealing. We use the Dashboard on our website to record website views. We recorded and published educational videos on our websites. Our videos range from 1–5-minute segments on local history and artifacts. We increasingly view this arena as our most effective means of event promotion and marketing. This demonstrates a shift in a younger demographic segment. (see marketing plan attachment)

Our Website continues to grow as a canvas for getting our messages out. Guests can take a virtual tour with a fly-through of every room. Visitors can also access information about the Garvin-Garvey House, the Caldwell Archives, the Historic Bluffton Foundation, and how to join and donate.

Please find attached a copy of our fiscal year to date Social Media Report.

House Maintenance continues to be one of our biggest challenges. As with any structure but more so with an historic structure, repairs and maintenance are inevitable. Our repairs and maintenance expense line item includes on-going maintenance, such as HVAC and fire safety inspections (lights, cords, and extinguishers) but is predominantly for unexpected repairs, such as a broken door or window, security system malfunctions, rotted wood, irrigation pump failure, or backed up plumbing. When you have thousands of visitors (outside or inside) in a business, it is inevitable that maintenance and repairs will be required. We do as much in-house repairs and maintenance as possible to cut costs; however, quality is important, and we defer to the experts when we are unable to do it ourselves. We painted the outbuildings, touched up sections of the Heyward House, repainted signposts, and stained our high-top oyster tables, benches, and picnic tables. Kelly and volunteers trimmed all the azaleas on the property to ensure proper growth and to make the Heyward House more visitors to traffic and visitors. New herb garden signs were installed with outdoor labels to minimize fading from UV. Two interior doors were also installed inside to help traffic flow and noise control when we reopen.

Our Capital Plan for next year includes some items we were not able to do this year Capital projects in the best interest of the house are considered first before new projects.

We need to replace rotting wood on many of the dormers and soffits on the house. A contractor will be required to complete this work and to paint the new wood. A future capital project will include painting the entire exterior of the house.

Additional tree removal or trimming may be necessary, as many of our laurel oaks are nearing the end of their lifespan. The base of a tree along Green Street was cut when the new sidewalk was installed in 2020. Sawtooth marks are clearly visible on the trunk. If the tree continues to deteriorate, it will need to be removed for safety concerns. Depending on the size of the tree when it is removed, tree mitigation may be required and is incorporate in the capital plan. Additional trees may need to be trimmed or removed if they are dying or pose a safety hazard to visitors.

2. If arts/cultural activity, give specific description of project. See above.

3. Impact on or benefit to tourism. See above.

4. Duration of Project. The Welcome Center is operated year around. Prior to this fiscal year, it was only closed on Sundays, 8 holidays throughout the year, and one week in January for a deep clean of the Heyward House and outbuildings. This year, we are not open on Saturdays because we only have 2 staff members and no volunteers; however, our welcome center is now available 24/7 with maps and brochures on the screened back porch.

5. Permits required: We are not planning any special events for the Welcome Center; therefore, no permits are required. Special event permits with the Town of Bluffton are sometimes required for non-Welcome Center events that the Historic Bluffton Foundation hosts. We will coordinate with the Town of Bluffton, submit the required documentation, and obtain any required permits for those events.

D. FUNDING:

1. Source of funds:

Find Revenue Sources listed on attached FY 2021/2022 Annual Operational Budget.

We obtain accommodations tax grants (Town of Bluffton, State of SC and Beaufort County) to help cover welcome center expenses. Bluffton ATAX reimbursement for HBF expenses for the Welcome Center is based on percentage of non-locals. Each year this is approximately ***82%*** but is not determined until the end of the fiscal year when final visitor numbers are tabulated.

HBF is responsible for raising funds or applying for grants to cover the remaining expenses of the Welcome Center. Some welcome center expenses are covered 100% by other sources than Bluffton ATAX. Part of our gift shop revenue, tours/programs, special events, donations, rental income, and caretaker income are used to pay for welcome center expenses.

-Town of Bluffton State ATAX may cover expenses such as salaries and benefits, bank fees, insurance, utilities, programs, advertising and marketing, shipping/postage, office supplies, equipment upgrades, accounting, cleaning services, landscaping, pest control, repairs/maintenance, security, website, capital improvements ($4,000 for tree and limb removal and mitigation; $6,000 for shutter and rotted dormer wood repair or replacement).

-Beaufort County State and Local ATAX- salaries and benefits, bank fees, insurance, utilities, advertising and marketing, shipping/postage, office supplies, equipment upgrades, accounting, cleaning services, landscaping, pest control, repairs/maintenance, security, website, gift shop

-HBF- salaries and benefits, bank fees, insurance, utilities, advertising and marketing, shipping/postage, office supplies, equipment upgrades, accounting, cleaning services, landscaping, pest control, repairs/maintenance, security, website, capital improvements, gift shop, special events, dues and subscriptions (such as Old Town Bluffton Merchant Society), Professional Development (training for docents or staff), interest expenses

2. Have you requested funding from other sources or organizations for this project?
Yes

Beaufort County Accommodations Tax Committee ***Amount:*** ***$10,000****

*In Fall of 2021, we will apply for a State Accommodations Tax grant for the Heyward House (museum and welcome center).

3. Contributions to the project by the sponsoring organization:

Historic Foundation for the Welcome Center ***Amount: $33,250***

We are asking for $21,000 less in Bluffton State ATAX funding for our operational budget than we did last year, so we are becoming more self-sustaining. As mentioned earlier, we get approximately 82% reimbursed from invoices and receipts submitted for welcome center expenses and some expenses are not considered reimbursable from the Town A-TAX. HBF covers the rest of the cost by applying for additional grants or from gift shop, tour, program, special events, donations, caretaker, and rental revenue. With the uncertainty about visitors taking tours or having special events next year, ***caretaker***

income, donations, and rentals are our biggest revenue sources for paying our 18% of welcome center expenses.

The financial impact is unknown; however, it is likely that we will have a higher percentage that come in just for the welcome center and not for tours, so our revenue will be impacted and is reflected in the budget. People may continue to travel but they may not spend money on extras, such as souvenirs or tours.

E. FINANCIAL INFORMATION (ADHERE TO STRICTLY):

1. Please find attached a copy of our FY 2021/2022 Annual Operational Budget with the current fiscal year to date and projected revenue and expenses included. Our 10-year Capital Plan for the Heyward House is also included.

2. Please find attached the Independent Auditor's report, balance sheet and end-of-year Financial Statement for FY 2019/2012.

F. FINANCIAL GUARANTEES:

Many of our Board members are considered high risk for complications from COVID-19, so our Board meetings are held electronically. Please find attached a copy of the official February 2021 meeting minutes where the Board of Trustees of the Historic Bluffton Foundation unanimously approved the budget and project and committed to financial responsibility for carrying it out to the stage of completion contemplated in the application, should funding be approved.

G. PRIOR RECIPIENT'S REPORT (If you received prior ATAX funds): *See our attached report we submitted in July 2020.*

1. How did you use the funds? To operate and maintain the Heyward House as the Town's Welcome Center, including sending packages to perspective visitors and residents. Funds were used for Heyward House expenses, such as salaries and benefits, mortgage, utilities, bank fees, insurance, advertising and marketing, shipping and postage, supplies, equipment upgrades, repairs and maintenance, landscaping, pest control, cleaning, accounting, security, website, and capital improvements.

2. What impact did this have on the community or benefit tourism? Please see attached copies of our FY 2019/2020 Annual Visitor Statistics in chart and table forms. Of the total number of visitors, only 24% took tours; the remaining came for the Welcome Center: to gather information, maps, and rack cards for local restaurants, hotels, sites, and stores. All visitors receive maps and brochures of Bluffton at the Heyward House.

Describe how tourism statistics were captured. Before March 2020 visitor information was collected in a Guest Book on a book stand near the entrance of the Heyward House. In the guest book, we collected their name, city, state, where they were staying (hotel, timeshare, rental, private residence, other), how they heard about us (Word of Mouth, Ads, Internet, Website, Signs, other) and if they were taking a tour. Since March 2020, we have minimized touchpoints to lessen the virus spread. Visitor information is now collected verbally through our interactions with visitors. Information is tabulated on our reconnaissance forms, reconciled by staff, and presented monthly, quarterly, and annually to board members and to the Town of Bluffton. Prior to our temporary closure for COVID-19, staff and docents began asking visitors for information instead of having them sign the book.

Please find attached a copy of our reconnaissance forms for tracking visitor statistics.

3. Please find attached the previous two years and current year budgets.

4. Please find attached the annual comparison of revenue and expenses which compares the years HBF has received Bluffton ATAX funding and the previous year's final report, both of which include tables showing total funds received and total number of visitors per year.

H. ADDITIONAL COMMENTS: (Attach additional sheets, if needed):

Please find attached a copy of our 501(c) 3 non-profit form.

Signature: _____ Kelly Logan Graham, Executive Director of HBF

PO Box 742

Bluffton, SC 29910

(843) 757-6293, (843) 709-0880

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Efficiency Is the Rule

As a non-profit organization, the programs at the Heyward House and for the Bluffton Historical Preservation Society are dependent on an extremely efficient formula that ensures the maximization of budget allocation and spending that meets our goals.

Data Based Decisions

We begin by investing about 3-5% of our staff time collecting, coding and entering our visitor information into an extremely accurate database that tells us where our traffic is coming from, when and what they are interested in. This allows our focus and budgetary planning to highly target markets and media.

Free Media Outlets

Our local media are a large part of our messaging outreach. Appearing on local news programs in Hilton Head (WHHI), and Savannah (WSAV, WTOC) have brought our event messaging to a wide regional audience and expose the local TV market to our story. Press releases to over 25 broadcast and print media outlets result in much free exposure and promotion.

Website

The HeywardHouse.org site represents the HBF organization's primary information fulfillment tool and reaches 82,000 respondents yearly. This website is maintained internally and we make changes and post event information to the site internally. Our blog, which is represented on the website, is written by staff and illustrates the historic points of our narrative in greater detail. Many of our visitors and phone calls originate from online searches.

Social Media

The incredible power of the internet is portrayed by the growing ranks of our online "audience" who like and follow our social media pages. We find an incredible tool in Facebook posts which contain our own self-generated video clips and graphics. In addition to Facebook, we post regularly on Instagram, which together, reach an online audience of 2,270 users and followers. During the COVID closures, we have maintained a steady viewership on our website.

Print Collaterals

Our internal capacity for writing, design and production of print materials means that we are on the leading edge of marketing by way of brochures, maps, event posters, flyers and internal signage that aids our delivery of pertinent directional and informational literature. We distribute many pieces of our own, as well as third party-supplied printed brochures, maps and menus in our Welcome Center's retail Museum Store. Our brochures are widely distributed throughout Beaufort County and at all the SC state welcome centers.

Print and Online Media Buys

Our local saturation strategy for efficient planning and purchases of paid media, include intercept ads in and around Hilton Head Island, which is the main source of visitor traffic. Many vacationers to the island have become regular visitors to Bluffton, and our presence on Hilton Head shows up over and over through our visitor statistics. Paid media buys that continue to produce well for us include a constant presence in the printed and the online visitor guides produced by the Hilton Head Bluffton Chamber of Commerce. We also advertise in local tourist magazines, like "101 Things To Do", and we have a presence on the illustrated map for the area. We have also successfully employed the use of digital billboards, on a regional basis, which provided an extremely cost-effective medium for reaching a drive audience between Beaufort and Savannah.

Multi-Media Presentations Onsite

A new venture that will give us added reach to capture outdoor foot traffic, is a new series of video tours of the Heyward House and the Town of Bluffton. Our aim is to develop these programs for vrewing on a new outdoor video monitor to be installed under our pavilion on Common Ground.

FY 2019/2020 Heyward House Visitor Statistics

Info	6,154

Tours	
Women	467
Men	303
Students	13
Children	18
Group	1707
	2,508

Other	
Business	7
Archives	7
Events	1355
Rental	601
	1970

Total Visitors	
TOTAL	10632

Visits by Day	
Mon	1,195
Tues	1,556
Wed	1,184
Thurs	1,843
Fri	1,588
Sat	1,301
	8667

Visits by Time	
Before 10	323
10:00	1,706
11:00	1,500
12:00	1,501
1:00	1,314
2:00	1,108
3:00	817
4:00	398
	8667

Accommodations		
Hotel	2,366	27%
Timeshare	1,968	23%
Rental	1516	17%
Residence	2581	30%
Other	236	3%
	8667	

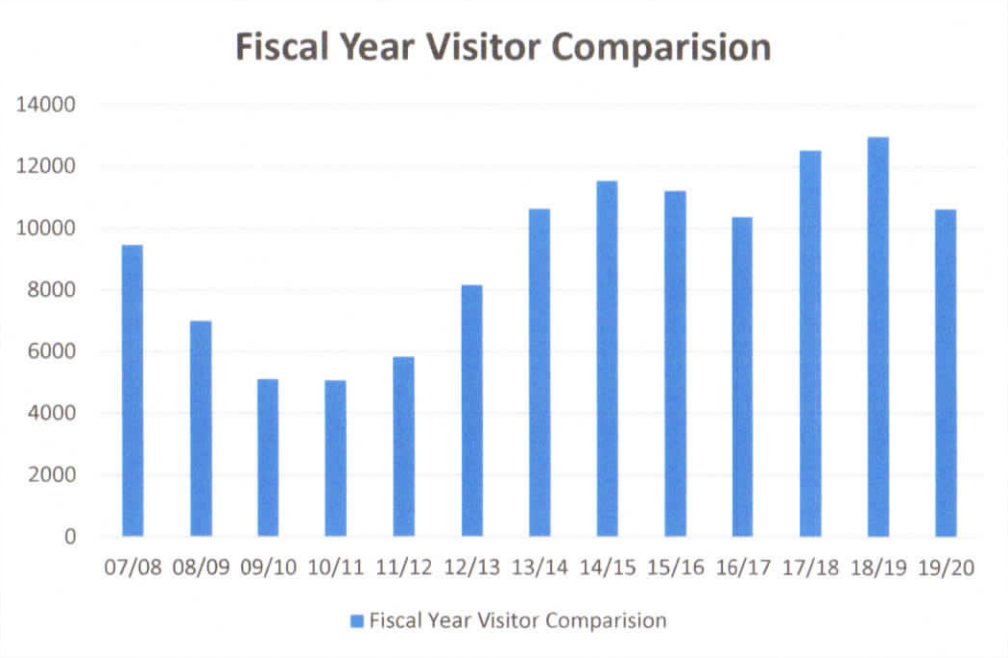
Revenue	
Tours	$13,709
Gift Shop	$7,157
Members	$3,631
Archives	$1,262
Donations	$2,254
Events	$22,333
Rental	$1,647
	$51,993

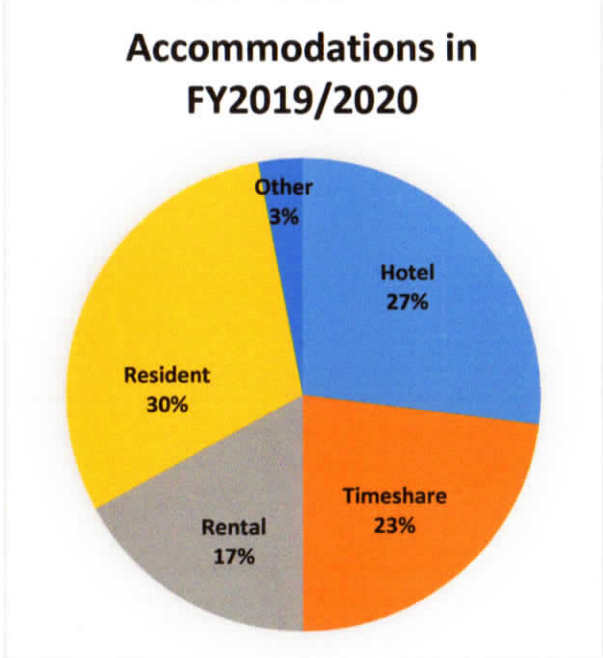
Visibility		
Word of mouth	3806	44%
Web/Internet	2419	28%
Print Media	1008	12%
Signs	1240	14%
Radio/TV	6	0%
Other	188	2%
	8667	

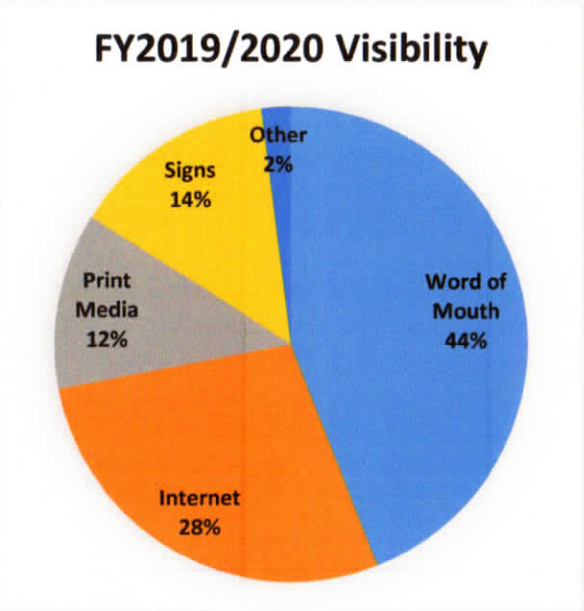
Visit by Location	
N. East	807
Mid-Atlantic	1,257
S. East	2,244
Mid-West	1,403
N. West	121
S. West	258
West	331
Local	1,803
Other	443
	8667

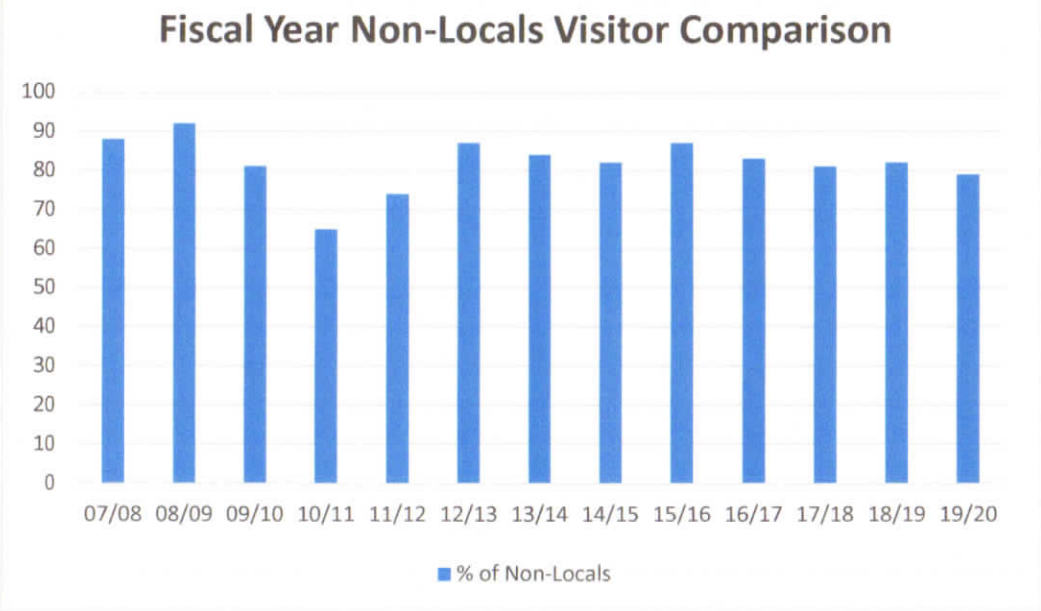
Yearly Comparison	
FY2019/2020	10632
FY2018/2019	12968
FY2017/2018	12524
FY2016/2017	10374
FY2015/2016	11215
FY2014/2015	11539
FY2013/2014	10636
FY2012/2013	8148
FY2011/2012	5825
FY2010/2011	5066

Heyward House Museum and Welcome Center Visitor Data for FY2019/2020

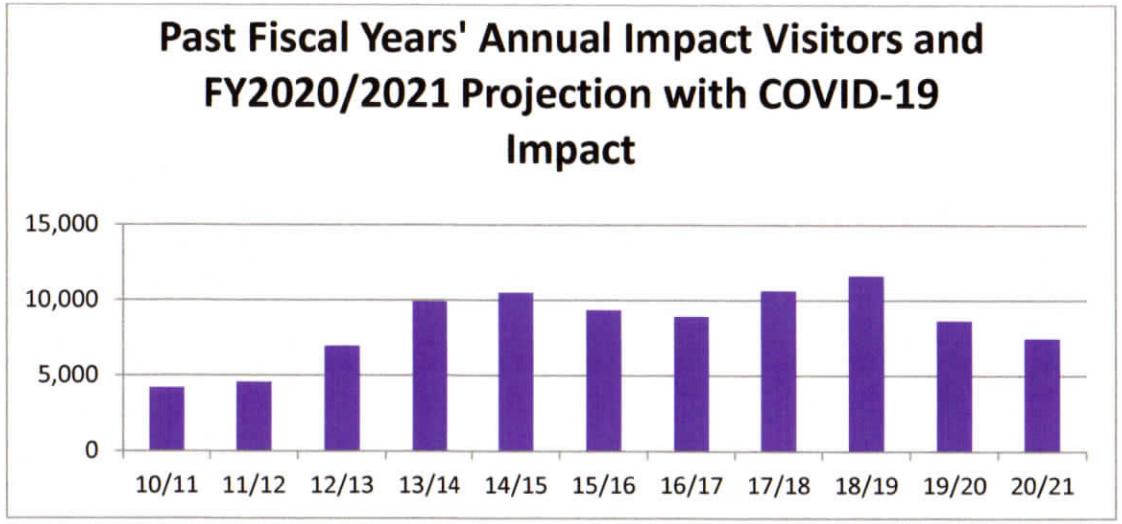


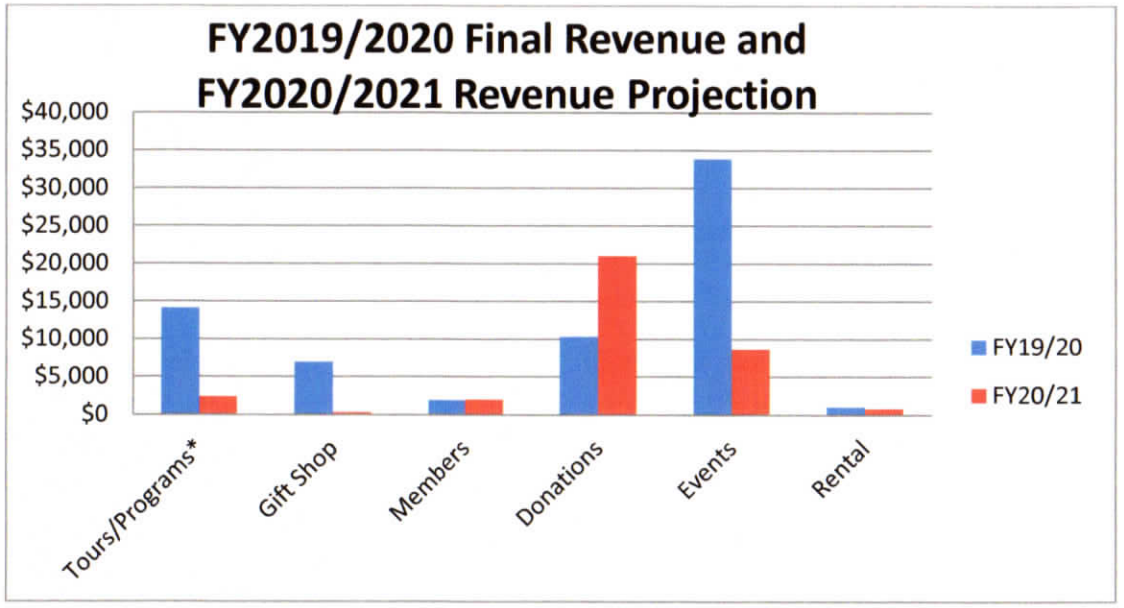






Projected Data for Heyward House Museum and Welcome Center in FY2020/2021





*FY2019/2020 includes Heyward House and Garvin-Garvey House Tours/Programs Revenue

FY2019/2020 Garvin-Garvey House Visitor Statistics

Info	635

Tours	
Women	221
Men	167
Students	0
Children	0
Group	203
	591

Visits by Day	
Mon	0
Tues	505
Wed	0
Thurs	667
Fri	54
Sat	0
	1226

Accommodations		
Hotel	220	18%
Timeshare	263	21%
Rental	274	22%
Residence	457	37%
Other	12	1%
	1226	

Other	
Business	0
Archives	0
Events	0
	0

Total Visitors	
TOTAL	1226

Visits by Time	
Before 10	43
10:00	290
11:00	152
12:00	138
1:00	160
2:00	151
3:00	134
4:00	158
	1226

Revenue	
Tours	$1,550
Gift Shop	$10
Members	$10
Archives	$0
Donations	$0
Events	$0
	$1,570

Visibility		
Word of mouth	488	40%
Web/Internet	228	19%
Print Media	226	18%
Signs	250	20%
Radio/TV	6	0%
Other	28	2%
	1226	

Visit by Location	
N. East	112
Mid-Atlantic	104
S. East	238
Mid-West	188
N. West	17
S. West	39
West	67
Local	408
Other	53
	1226

Yearly Comparison	
FY2019/2020	1226
FY2018/2019	2115
FY2017/2018	1335

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HISTORIC BLUFFTON FOUNDATION
A TAX-EXEMPT, NOT-FOR-PROFIT ORGANIZATION

Updated March 2020
Page 1 of 2 Price list is subject to change

Research and Materials Usage Fees for the Caldwell Archives

A written summary of the times/items requested, and their purpose and intent of usage parameters are required from the user, before time can be scheduled.

RESEARCH FEES

Doing research in the Caldwell Archives is done by appointment and scheduling through the HBF staff.
Self research - 1 hour free; past 1 hour-$5/hr. Members - $10/hr. non-members
Staff research fee -basic search of 1 individual, building, or narrow, well-defined question - 1st hour free; >1hr. $10/hr. member, $15 non-member; includes a brief written summary and up to 5 photocopies

USAGE FEES

Use in any public medium of Historic Bluffton Foundation's visual materials requires written permission from the HBF. A fee will be charged for each image used. These fees are separate from, and in addition to, image reproduction charges. Fees for orders using multiple images may be negotiable. A signed Usage Request Form must be received by the Executive Director prior to the use of our materials. All responsibility for questions of copyright is assumed by the user. A Letter of Permission to Publish will be issued by the Historic Bluffton Foundation, granting specific rights. A copy of any publication, video, or computer software using images from the HBF, Inc. collections must be donated to the Bluffton Historical Preservation Society. All fees are subject to change. A credit line with each image should read: Historic Bluffton Foundation, plus the collection number if applicable.

PURCHASE OF SCANNED IMAGES DOES NOT CONSTITUTE PERMISSION TO PUBLISH; PERMISSION MUST BE OBTAINED IN WRITING.

DIGITIZATION FEES

All scanning of material from the collection of the Historic Bluffton Foundation is completed by HBF, Inc. staff. Eligibility for item scanning is based upon the condition and size (up to 11X17 inches) of the item. Images can be saved in TIF or JPG formats. If no format or resolution is specified, images will be saved in TIF/IBM and scanned at 300 dpi.

Standard Resolution fee per image $50
Excess Image Discount - for scan requests in excess of 6 or more images, a 5% discount (excluding taxes and service charges) will apply.

PRE-PAYMENT IS REQUIRED FOR ORDERS TO BE PROCESSED.

Shipping & Handling: Will be applied according to requested methods.
Turn-Around Time: Please allow 20 working days for each order. Orders in excess of 15 scans may require additional turn-around time.

HISTORIC BLUFFTON FOUNDATION
A TAX-EXEMPT, NON-PROFIT ORGANIZATION

Updated March 2020

Materials Usage Fees for the Caldwell Archives

Digital file fee

$30 per image for born digital; 5% discount for 6 or more images; 8" x 10" prints $35@

Print Media/Editorial/Commercial Use (includes textbooks)

No fee for SC print media (newspapers); 100,000 or more requires negotiation
Print Media $50@
Cover/jacket surcharge $200

Email or telephone photocopy request *shipping/handling in addition to fee
Commercial Advertising/Merchandising, display or exhibit, requires negotiation.

$5 flat fee

Copies

$.25@; member copies free up to 25

Forms required may include: patron registration form; basic search form; photocopy/scan request form

Non-profit organizations receive a rate of 15% off the commercial use rates above

FEES ARE PER IMAGE, ONE TIME USE ONLY

Failure to comply with these conditions, copyright restrictions, and proper image credit will result in legal penalties, including fines.

For more information, please contact Kelly Graham, Executive Director, at Kelly@heywardhouse.org, 843-757-6293 or P.O. Box 742, Bluffton, SC 29910

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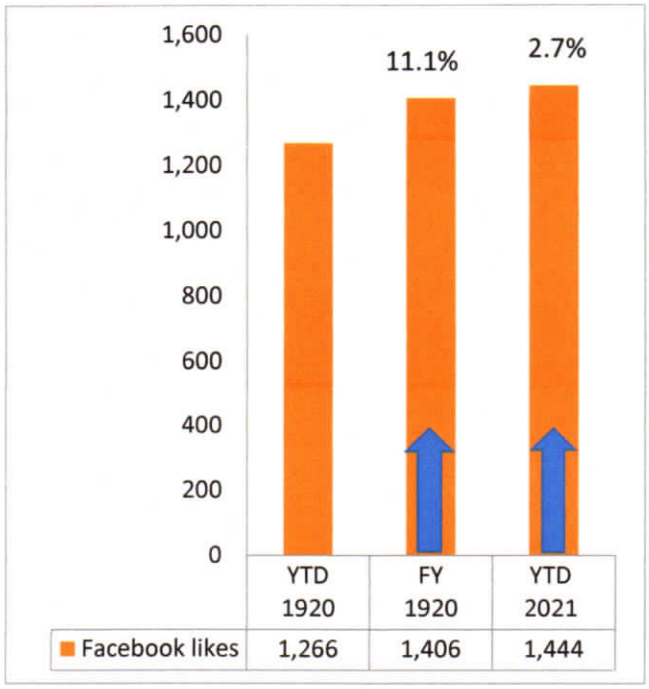
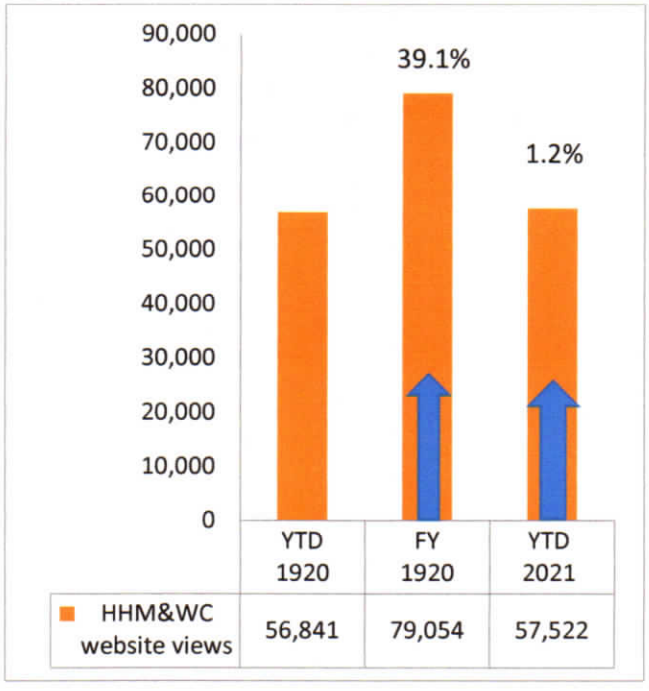
Heyward House Museum & Welcome Center FY20/21 Year to Date Social Media Report & Comparison





*Comparison of website views is based on Year-to-date views in FY2019/2020, since the total resets July 1st each year.

Historic Bluffton Foundation
Approved Operational Budget with current year projections
Fiscal Year 2021-2022

	February 2021 YTD Actual	FY2020-2021 Projection	FY2020-2021 Total Budget	Welcome Center Only Budget	HBF Only Budget	Approved 2021-2022 Budget Total Budget	Welcome Center Only Budget	HBF Only Budget
Revenues								
Grants								
Private Foundations	50,139	53,000	8,000		8,000	8,000		8,000
Town of Bluffton ATAX	91,939	110,000	190,000	190,000		169,000	169,000	
Beaufort County ATAX		17,000	10,000	5,000	5,000	10,000	5,000	5,000
Total Grant Income	$ 142,078	$ 180,000	208,000	195,000	13,000	$ 187,000	174,000	13,000
Sales and Service Revenues								
Gift Shop	206	300	8,000	4,000	4,000	1,500	1,250	250
Memberships	$ 402	$ 2,000	1,200		1,200	$ 10,050		10,050
Tours/Programs	1,883	2,400	18,000	15,000	3,000	7,000	3,500	3,500
Special Events	$ 8,670	$ 8,670	7,000	3,000	4,000	$ 7,000	3,500	3,500
Total Sales & Service	$ 11,161	$ 13,370	34,200	22,000	12,200	$ 25,550	8,250	17,300
Other Revenues								
Colcock-Teel Endowment	$ -	$ 3,700	5,000		5,000	$ 10,000		10,000
Misc. Income	$ 5,000	$ 5,000						
Archival Income	-	-	1,800		1,800	500		500
Donations	15,897	21,000	8,000	4,000	4,000	9,000	5,250	3,500
Rental Income	425	800	10,000	4,000	6,000	7,500	3,750	3,750
Caretaker income						21,600	16,000	5,600
Total Revenues Total Miscellaneous	$ 21,322	30,500	24,800	8,000	16,800	$ 48,600	25,000	23,350
	$ 174,561	223,870	267,000	225,000	42,000	$ 260,900	207,250	53,650
Expenditures and Other Uses								
Salaries & Benefits	77,027	110000	150,000	130,000	20,000	150,000	130,000	20,000
Mortgage			4,000	3,500	500			
Interest Expenses	542	650	2,500	1,500	1,000	1,000	500	500
Archives			1,000		1,000	1,000		1,000
Bank Fees	488	700	1,600	1,400	200	1,600	1,400	200
Insurance	10806	11000	13,000	11,000	2,000	14,000	12,000	2,000
Utilities	9,851	15,000	17,500	17,000	500	17,500	14,000	3,500
Gift Shop Expenses		500	6,000	4,000	2,000	1,000	500	500
Special Events	1,539	1,600	1,200	400	800	1,500	750	750
Programs	3,377	4,000	2,000	2,000		2,250	2,250	
Advertising and Marketing	7,501	12,000	5,000	4,500	500	5,000	4,000	1,000
Shipping/Postage	298	500	1,200	1,000	200	1,200	1,000	200
Dues & Subscriptions	205	500	1,000	500	500	1,250	500	750
Office Supplies	952	1,300	2,000	1,750	250	2,000	1,750	250
Equipment Upgrades	2,084	2,300	4,500	4,000	500	5,000	4,000	1,000
Professional Development	282	350	1,000	200	800	1,000	300	700
Contract Services								
Accounting	8,900	10,500	13,500	12,000	1,500	13,500	11,000	2,500
Cleaning Services	300	600	1,800	1,600	200	1,800	1,600	200
Consulting Services			500		500	500		500
Landscaping	27	4,000	4,000	3,500	500	4,000	3,500	500
Pest Control			900	750	150	1,000	750	250
Repairs/Maintenance	4391	7,000	10,000	9,000	1,000	10,000	6,100	3,900
Security		300	300	150	150	300	150	150
Website	2,409	2,850	2,500	2,250	250	1,500	1,200	300
Capital Improvements	519	12,000	20,000	13,000	7,000	23,000	10,000	13,000
Total Expenditures and Other Uses	$ 131,498	197,650	267,000	225,000	42,000	$ 260,900	207,250	53,650
venues Over/(Under) Expenditures	$ 43,063	26,220						

Heyward House Capital Plan										
	2017/ 2018	2018/ 2019	2019/ 2020	2020/ 2021	2021/ 2022	2022/ 2023	2023/ 2024	2024/ 2025	2025/ 2026	2026/ 2027
HVAC (replace)	$8,000									
Summer kitchen roof and rotted wood replacement				$7,000						
Summer kitchen painting				$1,000						
Slave Cabin (repair, paint)	$6,500									
Interior (paint, downstairs)	$18,000									
Floors (sand and refinish, downstairs)	$1,000									
Front Porch (post and floor replacement	$7,000							$10,000		
Replace/Repair shutters, rotted dormer wood	$1,500				$9,000					
Exterior (repair rotten soffits)					$7,000					
Exterior (paint) lead paint abatement including rotted wood replacement						$35,000				
Tree and limb removal and mitigation			$6,000	$4,000	$4,000					
Windows and surround (glaze, repair, replace)	$850				$3,000			$20,000		
Office/Giftshop/Back Porch	$25,000									
Handicap Access	$15,000									
Special Funding Projects: Upstairs/other	$140,000									
Chimney and pier repointing							$20,000			
Chimney flashing and water intrusion repair		$17,263								
Common Ground, exterior lighting, landscape work and coral		$43,000								
Common Ground additional exterior lighting			$2,000							
Covered Shed for storage, including HVAC, electrical, entrances, and History Wall										$80,000
New interior doors			$1,000	$1,000						
**Revised March 2020*										

HISTORIC BLUFFTON FOUNDATION

BLUFFTON, SOUTH CAROLINA

INDEPENDENT AUDITOR'S REPORT
AND
FINANCIAL STATEMENTS

JUNE 30, 2020 AND 2019

BLUFFTON HISTORICAL PRESERVATION SOCIETY, INC.

BLUFFTON, SOUTH CAROLINA

INDEPENDENT AUDITOR'S REPORT

AND

FINANCIAL STATEMENTS

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Statement of Function Expenses	5
Statement of Cash Flows	6
Notes to Financial Statements	7 – 12

REBECCA S. BRASSEUR

CERTIFIED PUBLIC ACCOUNTANT

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Historic Bluffton Foundation:

I have audited the accompanying statements of Historic Bluffton Foundation (a nonprofit organization) which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bluffton Historical Preservation Society, Inc. as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Rebecca S. Brasseur, CPA PA

Bluffton, South Carolina 29910
January 7, 2021

Post Office Box 2598, Bluffton, South Carolina 29910
843-301-4429 rsbrasseur@gmail.com

HISTORIC BLUFFTON FOUNDATION
STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2020 AND 2019

ASSETS	2020	2019
Cash and cash equivalents	$ 25,604	$ 12,516
Utility deposits	300	300
Promises to give	2,398	4,096
Prepaid payroll taxes	1,512	-
Art collection	12,500	12,500
Property and equipment (net)	970,501	964,884
Total Assets	$ 1,012,815	$ 994,296
LIABILITIES AND NET ASSETS		
LIABILITIES		
Accounts payable	$ 3,641	$ 165
Accrued payroll liabilites	-	2,325
Rental income paid in advance	800	-
Line of credit	15,555	38,343
Note Payable - SBA PPP Loan	26,600	-
Note payable	1,376	9,977
Total liabilites	47,972	50,810
NET ASSETS		
Net assets		
Without donor restrictions	609,237	600,501
With donor restrictions	355,606	342,985
Total net assets	964,843	943,486
Total liabilities and net assets	$ 1,012,815	$ 994,296

The accompanying notes are an integral part of these financial statements.

HISTORIC BLUFFTON FOUNDATION
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Support & Revenues			
Support			
Public support:			
Beaufort County, ATAX	$ 10,000	$ 10,000	$ 20,000
Town of Bluffton, ATAX	135,496	-	135,496
Grants	17,632	5,350	22,982
Membership dues	1,919	-	1,919
Donations	10,322	-	10,322
Archives	621	-	621
Total public support	175,990	15,350	191,340
Revenues:			
Gift shop income	6,988	-	6,988
Rental income	12,022	-	12,022
Special events	34,368	-	34,368
Heyward House admissions	14,124	-	14,124
Net assets released from restrictions:			
Satisfaction of program restrictions	2,730	(2,729)	1
Total Support & Revenues	246,222	12,621	258,843
Expenses			
Program services	102,336	-	102,336
Management and general	116,636	-	116,636
Fundraising	18,514	-	18,514
Total expenses	237,486	-	237,486
Changes in Net Assets	8,736	12,621	21,357
Net Assets			
Beginning of year	600,501	342,985	943,486
End of Year	$ 609,237	$ 355,606	$ 964,843

The accompanying notes are an integral part of these financial statements.

HISTORIC BLUFFTON FOUNDATION
CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED JUNE 30, 2019

	Without Donor Restrictions	With Donor Restrictions	Total
Support & Revenues			
Support			
Public support:			
Beaufort County, ATAX	$ 10,000	$ -	$ 10,000
Town of Bluffton, ATAX	182,755	-	182,755
DAR Archives grant	-	4,096	4,096
Membership dues	6,840	-	6,840
Donations	5,880	-	5,880
Total public support	205,475	4,096	209,571
Revenues:			
Gift shop income	8,780	-	8,780
Special events	11,635	-	11,635
Heyward House admissions	22,834	-	22,834
Total Support & Revenues	248,724	4,096	252,820
Expenses			
Program services	103,682	-	103,682
Management and general	128,000	-	128,000
Fundraising	6,030	-	6,030
Total expenses	237,712	-	237,712
Changes in Net Assets	11,012	4,096	15,108
Net Assets			
Beginning of year	589,489	338,889	928,378
End of Year	$ 600,501	$ 342,985	$ 943,486

The accompanying notes are an integral part of these financial statements.

HISTORIC BLUFFTON FOUNDATION
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	June 30, 2019			
	Program Services	Management & General	Fundraising	Total
Salaries	$ 41,825	$ 84,948	$ -	$ 126,773
Payroll taxes	3,255	6,543	-	9,798
Professional fees	-	9,650	-	9,650
Administrative	-	10,052	-	10,052
Utilities	15,135	-	-	15,135
Telephone	-	4,510	-	4,510
Gift shop expense	2,979	-	-	2,979
Depreciation	-	2,653	-	2,653
Occupancy	29,186	6,124	-	35,310
Interest paid	-	2,655	-	2,655
Advertising and marketing	9,432	-	-	9,432
Membership dues		865	-	865
Special events expense	-	-	6,030	6,030
Restoration project expenses	-	-	-	-
Program expense	1,870	-	-	1,870
	$ 103,682	$ 128,000	$ 6,030	$ 237,712

	June 30, 2020			
	Program Services	Management & General	Fundraising	Total
Salaries	$ 45,108	$ 83,320	$ -	$ 128,428
Payroll taxes	3,506	6,604	-	10,110
Professional fees	-	9,650	-	9,650
Administrative	-	4,630		4,630
Utilities	13,970	-	-	13,970
Telephone	-	2,820	-	2,820
Gift shop expense	5,636	-	-	5,636
Depreciation	-	4,318	-	4,318
Occupancy	18,010	594	-	18,604
Interest paid	-	2,125	-	2,125
Advertising and marketing	4,029	-	-	4,029
Membership dues		975	-	975
Special events expense	-	-	18,514	18,514
Supplies	5,367	1,600	-	6,967
Program expense	6,710	-	-	6,710
	$ 102,336	$ 116,636	$ 18,514	$ 237,486

The accompanying notes are an integral part of these financial statements.

HISTORIC BLUFFTON FOUNDATION
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	6/30/2020	6/30/2019
Cash Flows From Operating Activities:		
Increase (Decrease) in net assets	$ 21,356	$ 15,108
Adjustments to reconcile increase (decrease) net assets to net cash provided by (used in) operating activities:		
Depreciation	4,318	2,653
(Increase) decrease in:		
Receivables	1,698	(4,096)
Prepaid payroll taxes	(1,512)	-
Increase (decrease) in:		
Accounts payable	3,476	(245)
Prepaid rental income	800	
Accrued payroll expenses	(2,325)	101
Line of credit	(22,788)	32,343
SBA - PPP Loan	26,600	-
Note payable	(8,601)	(8,180)
Net cash provided (used) by operating activities	23,022	37,684
Cash Flows From Investing Activities:		
Purchases of Fixed Assets	(9,934)	(45,880)
Deposits on Fixed Assets	-	-
Restortation of Heyward House	-	-
Net cash provided (used) by investing activities	(9,934)	(45,880)
Net increase (decrease) in cash and cash equivalents	13,088	(8,196)
Cash and cash equivalents, beginning of year	12,516	20,712
Cash and cash equivalents, end of year	$ 25,604	$ 12,516
Supplementary cash flow information:		
Cash paid for interest	$ 2,126	$ 2,655
Cash paid for income taxes	$ -	$ -

The accompanying notes are an integral part of these financial statements.

HISTORIC BLUFFTON FOUNDATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

NOTE 1 – NATURE OF ACTIVITES AND SIGNIFCANT ACCOUNTING POLICIES

Nature of Activities

Historic Bluffton Foundation (f/k/a Bluffton Historical Preservation Society, Inc.) (the Organization) is a local nonprofit organization was incorporated in 1981 whose purpose is to protect, preserve and promote the cultural heritage of the town of Bluffton, South Carolina through education, marketing, hands on preservation of buildings and sites, maintenance of the Caldwell archives and operation of the Heyward Historic Center.

Basis of Presentation

The financial statements of the Organization are presented in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 958-505 Not-for-Profit Entities, Presentation of Financial Statements. During fiscal year starting 7/1/18, the Organization adopted the provisions of Accounting Standards Update ("ASU") 2016-14 Not-for-Profit Entities (Topic 958) Presentation of Financial Statements for Not-for-Profit Entities, which improves the current net asset classification and the related information presented in the financial statements and notes about the Organization's liquidity, financial performance, and cash flows.

Accounting Method

The Organization maintains its books on the accrual basis of accounting whereby revenues are recognized when earned and expenses are recognized when incurred, in accordance with generally accepted accounting principles.

Promises to Give

Contributions are recognized when the donor makes a promise to give to the Organization, that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire in the fiscal year in which the contributions are recognized. Restrictions on the use of or the funding period may require the organization to classify the promise to give as net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions.

In-Kind Contributions

The Organization reports revenue for the fair value of contributed services received where the services require specialized skills, are provided by individuals possessing these skill, and represent services that would have been purchased had the not been donated. In-kind contributions of equipment and other materials are recorded at the fair value of the items contributed. During the years ended June 30, 2020, and 2019, the Organization did not receive and in-kind donations.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported accounts and disclosures. Accordingly, actual results could differ from those estimates.

HISTORIC BLUFFTON FOUNDATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

Property & Equipment

Purchased property, equipment and improvements to the common ground are capitalized at cost. Donations of property and equipment are recorded as contributions at the estimated fair value. Depreciation is not required on the historical homes and renovations to them since these assets are considered inexhaustible. The estimated useful life is so long that it cannot be determined. Computers, office furnishings, and improvements to the common ground are however being depreciated using a straight line method over estimated useful lives ranging 5 to 20 years.

Long–lived assets are reviewed for impairment whenever events or changes in the circumstances indicate that they carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an assets to future net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets.

Contributions, Gifts and Grants

Contributions received are recorded as net assets with donor restrictions or net assets without donor restrictions, depending on the existence or nature of any donor restrictions.

Income Tax Status

The Organization is exempt from federal income tax under Section 501 (c) (3) of the Internal Revenue Code. However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b) (1) (A) and has been classified has been classified as an organization other than a private foundation under Section 509 (a) (2).

The Organization has evaluated its tax positions for all open tax years. Currently, the tax years open and subject to examination by the Internal Revenue Services are fiscal years 2018, 2019, and 2020. However, the Organization is not currently under audit nor has the Organization been contacted by any jurisdiction. Generally accepted accounting principles require tax effects from an uncertain tax position to be recognized in the financial statements only if the position is more likely than not to be sustained if the position were to be challenged by a taxing authority. The Organization does not believe there are any material uncertain tax positions and, accordingly, it will not recognize any liability for unrecognized tax benefits.

Cash and Cash Equivalents

For the purposes of the statements of cash flows, the Organization considers all highly liquids investments available for current use with an initial maturity of three months or less to be cash equivalents.

Concentrations of Revenue

The Organization relies on support from The Town of Bluffton Accommodations Tax (ATAX) grant funds in order to accomplish its objectives. For the years ended June 30, 2020, and 2019, the Organization received $ 135,496 and $ 182,755 respectively, in ATAX grants from the Town of Bluffton.

HISTORIC BLUFFTON FOUNDATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

Functional Expenses

The costs of providing various programs and supporting services have been summarized on the statement of activities and changes in net assets on a functional basis. Most expenses can be directly allocated to one of the programs or supporting functions. Certain categories of expenses are attributed to more than one program or supporting function. Therefore, these expenses require allocation on a reasonable basis that is consistently applied. The expenses in this category include salaries, payroll taxes, and occupancy costs. The basis of allocation of these expenses is based on estimates provided by management.

Recently Issued Accounting Standards

In August 2016, the FASB issued ASU 2016-14 *Not-for-Profit Entities (Topic 958): presentation of Financial Statements for Not-for-Profit Entities,* which changes the current guidance for assets classification, governing board designations, investment return, underwater endowment funds, expenses, liquidity and presentation of operating cash flows. ASU 2016-14 reduces the required number of classes of net assets from three to two: net assets with donor restrictions and net assets without donor restrictions.

ASU 2016-14 also requires not-for-profit entities to provide enhanced disclosures about the amounts and purposes of governing board designations and appropriations. ASU 2016-14 requires not-for-profits to report investment return net of external and direct internal investment expenses. The requirement to disclose those netted expenses is eliminated.

In addition to the current required disclosure of the aggregate amount by which endowment funds are underwater, ASU 2016-14 requires not-for-profit entities to disclose the aggregate fair value of such funds as well as the aggregate original gift amounts to be maintained.

ASU 2016-14 also requires an NFP to disclose its interpretation of the ability to spend from underwater endowment funds including its policy, and any actions taken during the period, concerning appropriation from underwater endowment funds. All underwater endowment funds will be classified as a part of net assets with donor restrictions rather than as a change to unrestricted net assets as per the current rules. In the absence of explicit donor restrictions, ASU 2016-14 requires not-for-profit entities to use the place-in-service approach to approach for capital gifts. The current option to use the over-time approach has been eliminated.

ASU 2016-14 requires expenses to be reported by nature in addition to function and include an analysis of expenses by both nature and function. The methods used by not-for-profit entities to allocate costs amount program and support functions will also need to be disclosed.

ASU 2016-14 requires not-for-profit entities to provide both qualitative and quantitative information on management of liquid available resources and the ability to cover short-term cash needs within one year of the balance sheet date.

Finally, current standards allow for not-for-profit entities to decide whether to present operating cash flows using either the direct method or indirect method. ASU 2016-14 eliminates the requirement to present or disclose the indirect method of reconciliation if the entity decides to use the direct method.

ASU 2016-14 is effective for annual reporting periods beginning after December 15, 2017. Early adoption is permitted with retrospective application required for all prior periods presented. The Organization has adopted the provisions of ASU 2016-14.

HISTORIC BLUFFTON FOUNDATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

NOTE 2 – PROPERTY AND EQUIPMENT

Property and Equipment as of June 30, 2020, and 2019 consists of the following:

	6/30/20	6/30/19
Teel House – Restricted	$ 338,889	$ 338,889
Heyward House	300,000	300,000
Heyward House – Renovations	247,412	246,228
Heyward House – Common ground improv.	47,225	44,035
Furniture, fixtures and equipment	39,807	34,245
Vehicles	5,000	5,000
Total	978,333	968,397
Accumulated depreciation	(7,832)	(3,513)
Total	$ 970,501	$ 964,884

The Colcock-Teel House is restricted as to the use for historical purposes.

NOTE 3 – LIQUIDITY AND AVAILABILTY OF FUNDS

The Organization's financial assets available for general expenditures, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, are as follows:

	6/30/20	6/30/19
Cash – operating	$ 25,604	$ 12,516
Promises to give	2,398	4,096
Total financial assets available to meet Expenditures within the next 12 months	$ 28,002	$ 16,612

In addition, the Organization receives public support from the town of Bluffton (ATAX) and Beaufort County (ATAX) to fund general expenditures. The Organization was recently notified that it has been approved for a grant from the SC Cares Act. (See Note 11)

NOTE 4 – NOTE PAYABLE

On August 13, 2015, the Organization renewed a note payable with a financial institution for $39,262 with a fixed interest rate of 5% and a maturity date of August 13, 2020. Principal and interest payments of $742 are due on the 13th of the month. The note is secured by a negative pledge on the owner-occupied real estate, known as the Heyward House.

Principal payments for the years ended June 30, 2020 and 2019 were $ 8,602 and $ 8,181, respectively. Interest payments for the years ended June 30, 2020 and 2019 were $ 891 and $727, respectively. The balance of the note payable as of June 30, 2020 and June 30, 3019 was $ 1,376 and $ 9,977 respectively.

NOTE 5 – LINE OF CREDIT

Line of Credit Renewal - On December 11, 2019, the Organization renewed its' line of credit with Coastal States Bank with a maturity date of November 30, 2020. The terms are as follows: credit line $50,000, interest rate 6.25%. Interest payments are due monthly, with outstanding principal and interest due on November 30, 2020.

HISTORIC BLUFFTON FOUNDATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

The Line of Credit balances for the years ended June 30, 2020 and 2019 were $ 15,555 and $ 38,343 respectively. Interest and renewal fees payments for the years ended June 30, 2020 and 2019 were $1,235 and $1,928 respectively.

NOTE 6 – COVID19 & PPP LOAN

The Heyward House Welcome Center and Historic Home closed by order of Governor Henry McMaster on March 17, 2020. In addition all scheduled events have been postponed resulting in a loss of income.

PPP Loan – The Organization received $ 26,600 on May 5, 2020 as part of the payroll protection loan program administered by the SBA.

NOTE 7 – RELATED PARTY TRANSACTIONS

The treasurer of the Organization is also a vice-president at the bank in which the organization holds a majority of its accounts. The treasurer or the organization do not receive any financial benefit from the banking arrangement. Effective October 2020, the treasurer is no longer affiliated with that bank.

The treasurer of the Organization is married to the Mayor of Bluffton. The Organization receives a major portion of it's funding through the town of Bluffton ATAX. The Mayor recuses herself with any financial dealings involving the Organization.

NOTE 8 – COLCOCK-TEEL HOUSE ENDOWMENT FUND

The Designated Fund Agreement was made and entered into by and between the Organization and the Community Foundation of the Lowcountry. The fund is administered by the Community Foundation of the Lowcountry. The mission of the fund is to provide a permanent source of income to support the Colcock-Teel House. The purpose of the fund is to provide grants made in fulfillment of the mission of the fund. Initial contribution of $100,000 was made on April 25, 2011, and is on the books of the Community Foundation of the Lowcountry. For the years ended June 30, 2020 and 2019, the Organization received $ 14,382 and $ 0 respectively.

NOTE 9 – CARETAKER AGREEMENT COLCOCK-TEEL HOUSE

Caretaker Agreement – On July 19, 2019, the Organization signed a residential caretaker agreement with Jared Jester to occupy the Teel House for a period of two years beginning on September 1, 2019 and ending on August 30, 2021. In consideration of the occupancy and the use of the Premises, the caretaker shall pay a monthly rental of $1,800 for the first 3 months or $ 4,500 to be paid in advance upon the execution of the agreement. Monthly payments shall begin on December 1, 2019. The following 9 months (December 2019 – August 2020) will be at a rate of $800 with a $1,000 monthly reduction towards balance of needed safety/hazards updates.

Total rent to be paid year 1 – 12,600
Total towards repairs, updates, prevention year 1 - $9,000
Month 13 of agreement will resume $ 1,800

NOTE 10 – EVALUATION OF SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through the date of the auditor's report.

HISTORIC BLUFFTON FOUNDATION
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020 AND 2019

NOTE 11 – SUBSEQUENT EVENTS

South Carolina Cares Minority and Small Business/Nonprofit Relief Program – On December 29, 2020, the organization was notified that it has been selected to receive a grant in the amount of $ 49,788. Funds have not yet been received.

Bluffton Historical Preservation Society, Inc.
Balance Sheet
As of June 30, 2019

	Jun 30, 19
ASSETS	
Current Assets	
Checking/Savings	
Coastal States # 6767 Operating	974.50
Coastal States #7294- Archives	7,194.52
Petty Cash	125.00
Total Checking/Savings	8,294.02
Other Current Assets	
Inventory	12,500.00
Utility Deposits	300.00
Total Other Current Assets	12,800.00
Total Current Assets	21,094.02
Fixed Assets	
Deposits on Fixed Assets	5,387.00
Furniture, Fixtures & Equipment	25,853.09
Property - Heyward House	425,165.28
Computer Equipment	502.43
Total Fixed Assets	456,907.80
Other Assets	
Restricted Assets	0.00
Restricted Asset - Teel House	338,889.40
Total Other Assets	338,889.40
TOTAL ASSETS	**816,891.22**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Direct Deposit Liabilities	-4,215.29
Note Payable - Line of Credit	38,209.51
Payroll Liabilities	2,324.52
Total Other Current Liabilities	36,318.74
Total Current Liabilities	36,318.74
Long Term Liabilities	
N/P South Atlantic Bank	9,977.20
Total Long Term Liabilities	9,977.20
Total Liabilities	46,295.94
Equity	
Net Assets	776,765.44
Retained Earnings	27,493.97
Temporarily Restricted Equity	0.00
Net Income	-33,664.13
Total Equity	770,595.28
TOTAL LIABILITIES & EQUITY	**816,891.22**

Bluffton Historical Preservation Society - Welcome Center
YTD Financial Report for the Month Ending
30-Jun-20

	YTD Actual	Current Budget	Actual/ Budget Difference	Actual % Used
Revenues				
Grants				
Private Foundations	5,528		5,528	
Town of Bluffton ATAX	135,496	190,000	(54,504)	71.3%
Beaufort County ATAX	13,400	7,500	5,900	178.7%
Total Grant Income	$ 154,424	$ 197,500	$ (43,076)	78.19%
Sales and Service Revenues				
Tours/Programs	9,463	19,440	(9,977)	48.68%
Total Sales & Service	$ 9,463	$ 19,440	$ (9,977)	48.68%
Other Revenues				
Donations	6,916	1,100	5,816	628.73%
Total Miscellaneous	$ 6,916	$ 1,100	$ 5,816	628.73%
Total Revenues	$ 170,803	$ 218,040	$ (47,237)	78.34%
Expenditures and Other Uses				
Salaries & Benefits	$ 92,931	$ 121,500	$ (28,569)	76.49%
Mortgage	5,763	7,290	(1,527)	79.05%
Interest Expenses	1,424	810	614	175.80%
Bank Fees	704	1,296	(592)	54.32%
Insurance	7,067	10,530	(3,463)	67.11%
Utilities	7,880	16,200	(8,320)	48.64%
Programs	2,008	3,500	(1,492)	57.37%
Advertising and Marketing	4,029	25,000	(20,971)	16.12%
Shipping/Postage	81	972	(891)	8.33%
Office Supplies	1,072	1,620	(548)	66.17%
Equipment Upgrades	1,129	3,645	(2,516)	30.97%
Contract Services				
Accounting	6,466	10,530	(4,064)	61.41%
Cleaning Services	787	1,620	(833)	48.58%
Landscaping	1,510	2,430	(920)	62.14%
Pest Control		972	(972)	0.00%
Repairs/Maintenance	480	8,100	(7,620)	5.93%
Website	1,651	2,025	(374)	81.53%
Total Expenditures and Other Uses	$ 134,982	$ 218,040	$ (83,058)	61.91%

Bluffton Historical Preservation Society
YTD Financial Report for the Month Ending
30-Jun-20

	YTD Actual	Current Budget	Actual/ Budget Difference	Actual % Used
Revenues				
Grants				
Private Foundations	2,723	10,000	(7,277)	27.2%
Beaufort County ATAX	6,600	7,500	(900)	88.0%
Total Grant Income	$ 9,323	$ 17,500	$ (8,177)	53.27%
Sales and Service Revenues				
Gift Shop	$ 6,988	10,000	$ (3,012)	69.88%
Memberships	$ 1,919	3,000	$ (1,081)	63.97%
Tours/Programs	4,661	4,560	101	102.21%
Special Events	33,868	17,500	16,368	193.53%
Total Sales & Service	$ 47,436	$ 35,060	$ 12,376	135.30%
Other Revenues				
Colcock-Teel Endowment		10,000	(10,000)	0.00%
Archival Income (Caldwell Donation)		1,000	(1,000)	0.00%
Donations	3,406	10,900	(7,494)	31.25%
Rental Income	1,022	7,500	(6,478)	13.63%
Total Miscellaneous	$ 4,428	$ 29,400	$ (24,972)	15.06%
Total Revenues	$ 61,187	$ 81,960	$ (20,773)	74.65%
Expenditures and Other Uses				
Salaries & Benefits	$ 45,772	$ 28,500	17,272	160.60%
Mortgage	2,839	1,710	1,129	166.02%
Interest Expenses	702	1,190	(488)	58.99%
Archives		1,000	(1,000)	0.00%
Bank Fees	347	304	43	114.14%
Insurance	3,481	2,470	1,011	140.93%
Utilities	3,881	3,800	81	102.13%
Gift Shop Expenses	5,365	6,000	(635)	89.42%
Special Events	16,006	10,000	6,006	160.06%
Shipping/Postage	40	228	(188)	17.54%
Dues & Subscriptions	1,140	1,000	140	114.00%
Office Supplies	528	380	148	138.95%
Equipment Upgrades	556	855	(299)	65.03%
Professional Development	290	500	(210)	58.00%
Contract Services				
Accounting	3,185	2,470	715	128.95%
Cleaning Services	388	380	8	102.11%
Consulting Services		1,000	(1,000)	0.00%
Landscaping	744	570	174	130.53%
Pest Control		228	(228)	0.00%
Repairs/Maintenance	236	1,900	(1,664)	12.42%
Website	813	475	338	171.16%
Capital Improvements	3,190	17,000	(13,810)	18.76%
Total Expenditures and Other Uses	$ 89,503	$ 81,960	$ 7,543	109.20%

Historic Bluffton Foundation Board of Trustees Meeting
February 2021 Meeting Minutes
Meeting Date: February 16, 2021

Attendees: Amanda Jackson-Denmark, Jen Summerville, Carol Pringle, Shirley Mingledorff, John Sulka, Donna Huffman
Executive Director, Kelly Graham
Director, Katie Epps

1. Called to order at 4:32pm - President Amanda Jackson
2. Adoption of agenda
   *Motion to accept agenda – Shirley Mingledorff
   *2nd Jen Summerville

3. Approval of November meeting minutes – Carol Pringle
   *Motion to accept minutes -Donna Huffman
   *2nd Shirley Mingledorff

4. Treasurer's report- John Sulka

Total Checking/Savings	$147,005.90
Total current assets	$163,901.90
Total fixed assets	$625,994.81
Total Assets	$1,128,786.11
Total current liabilities	$25,369.76
Total Liabilities	$118,269.76
Total Liabilities and Equity	$1,128,786.11

*Motion to accept financial report – Donna 2nd Shirley

5. Heyward House and Garvey House report – Katie Epps
   *Overall visits increased in January.
   *Kelly designed a sign to place over Pavilion.
   *Friday 2/12/21 hosted Valentine event. It was nicely attended.
   *The Grounds has requested for 3 events.
   *Jen inspected ceiling tiles that needs repair.

*Roof on Summer kitchen needs replacing. Several shingles are missing.
*Slave cabin floors are damp due to rain.
*Boy scouts volunteer scraped cracking paint from outside of gift shop. Kelly has begun painting.

6. HBF Update- Kelly Graham
*Submitted 2021-2022 budget for review.
Motion to adopt 2021-2022 Budget- John 2nd Donna
All in favor- 8 voted Motion passed
Board approved the budget and project and committed to financial responsibility for carrying it out to the stage of completion, contemplated in the application, should funding be approved.

*Estimating 100 membership renewals.
*Membership event Friday April 16th, 6-8pm
*Common Ground events 2/7, 2/12, 3/7, 4/24
*30X30 Tent available through Amazing Rentals. Can rent for $100 per/event
*Will not allow Oak Grove to be rented for parking.
*Distillery has paid $5000. Board members should attend 27th or March 5th opening.

7. New Business/Old Business – Amanda Jackson-Denmark NONE

8. Adjourn – meeting adjourned at 5:08pm
Motion to adjourn by Donna Huffman 2nd by Jen Summerville

Submitted by Carol Pringle

Accommodations Tax Funding

Final Report FY2019/2020

1. PROJECT INFORMATION:

Organization Name: Bluffton Historical Preservation Society (BHPS)

Project Name: Welcome Center at the Heyward House

Contact Name: Katie Epps Phone: 843-757-6293

2. PROJECT COMPLETION:

Were you able to complete the project as stated in your original application? Yes

3. PROJECT SUCCESS:

Detailed monthly reports are submitted to the Finance Department along with financial records, invoices, receipts, social media reports, and visitor statistics. A detailed End-of-Year Directors' report is included in this package. A summary is below.

We had 10,632 people at the Heyward House Museum and Welcome Center this past fiscal year. Everyone that comes to the Heyward House receives the "Welcome Center Treatment" and is given a smile, maps, brochures, directions, or any other information needed. Of those visitors, 8,660 people came for information or a tour. Tourists (non-locals) accounted for 79.3 of those visitors. The remaining visitors were for events, rentals, business, or archives. Prior to closing in FY19/20 for 3.5 months for COVID-19, we projected to have a record number of visitors. Our busiest time of the year for tourists is March-May, so we took a significant hit on revenue and visitors during our busiest months. March numbers were almost 1/3 of the numbers from March 2019 and we had only 6% of the total 4th quarter visitors we had last year, with approximately 219 visitors. The 4th quarter is also when we have our lowest percent of locals and with travel restrictions and closures, non-local numbers were severely impacted. During our closure, visitors picked up brochures, merchant maps, and self-guided walking tour maps on our covered porch area. We estimate 2 people for each map taken. We were able to capture visitor data when we spoke with the visitors, with the majority of visitors in March-early May from Hilton Head and Bluffton and non-locals were the majority of visitors from mid-May through June.

The Garvin-Garvey house had 1,226 visitors, of which 67% were tourists. Visitor numbers were significantly impacted by the closure for COVID-19 as springtime is generally the busiest time of the year. Please see our Heyward House and Garvin-Garvey House visitor statistics for FY19/20.

During our closure, we were able to establish cleaning protocols, reopening procedures, rework exhibits, conduct maintenance and repairs on the property, and update guided tours for the Garvin-Garvey house. Despite being closed, we used our time to enhance the visitor experience!

Since we are often the first stop for visitors, we strive to make the Heyward House Property as welcoming and aesthetically pleasing as possible, while maintaining the historic integrity of the 179-year old structure. Our goal is to ensure everyone who visits can easily view and access the house and amenities. Extensive landscaping was completed on the property, including removing invasive plants, trimming azaleas throughout the property, and removal of weeds and vines. This work improves the visibility of the house, the Boundary/Green Street intersection, and the Bridge/Boundary Street intersection.

Common Ground opened in February 2019. We rented the property out for 3 weddings, 3 non-BHPS events, and we held 3 events during the Fall. The ability to host events and rent our property is the driving revenue source for our sustainability. The completion of the parking lot at Martin Family Park drove visitors to our back doors, where we saw most of our traffic flow into the house. Common Ground has become a staging area for visitors to regroup prior to exploring the town or to enjoy a rocking chair or picnic lunch.

We hand delivered rack cards to hotels throughout Beaufort County and the Savannah/Hilton Head airport. Rack cards are also shipped to all the South Carolina Welcome Centers and to any other attractions that request them. In our welcome center, we increased our variety of brochures in our brochures stands and improved the layout to increase visibility to visitors. We routinely receive verbal accolades from visitors about how our brochure rack has an expansive selection of diverse attractions throughout the Lowcountry and the visitor can easily select attractions for each region they plan to visit. Visitors enjoy the personalized attention they receive when they come to the Heyward House. Some visitors fall in love with the Lowcountry and want to retire or move here, so if they come to the Heyward House, we provide them with a relocation guide that we created with a local real estate agent. The packet includes lists of neighborhoods with

price range, real estate agents, medical centers, hospitals, schools, utilities, and social media links. We sometimes receive phone calls from visitors coming to the area and we mail out packages that include maps, brochures, rack cards, and many special requests for other information. As the welcome center, our focus is the fulfillment aspect of assisting visitors, so most of our inquiries about Bluffton are after they are already in town.

We held three BHPS fundraising events on Common Ground this year: the Boiled Peanut Festival, Historic Cocktail Party, and our Annual Oyster Roast. Each of these events raised over $5000 for BHPS. We were recipients in three additional fundraising events, Calhoun Street Soiree, Belk Charity Day and Spartina 449 event. We also held our annual meeting on Common Ground and raised funds for A Call to Action. We rented Common Ground out for two weddings/rehearsals and had 3 more scheduled that were canceled due to COVID-19. We rented the space to two other non-profits for fundraising/membership events and another rental for a private event.

We made numerous appearances throughout the year to promote the Heyward House, Garvin-Garvey House, events, archives, and the archaeology excavation at Wright Family Park, to news outlets, including WJCL, Bluffton Today, WTOC, Bluffton Sun, WHHI, and to the Town of Bluffton Social Media coordinator. Our social media presence has increased tremendously, with a growth of 22.9% for the Heyward House Facebook page. Please see our Social Media Report for FY2019/2020.

4. PROJECT ATTENDANCE:

	FY2018/2019	FY2019/2020
Total budget of Project of Event	$171,250	$218,040
Amount of Bluffton ATAX received	$182,755-Includes $17, 624 Chimney flashing repair work and $45,000	$135,496

	for Capital improvements.	
Amount funded by other sources	$25,424	$35,307
Total attendance to Heyward House Information and Tours	12,968 11,652	10,632 8,660
Total tourists	9,526	6,860

5. METHODS:

Visitor information is collected in a Guest Book near the front door at the Heyward House. In the guest book, we collect their name, city, state, where they are staying (hotel, timeshare, rental, residence, or other), how they heard about us (word of mouth, internet, signs, or other) and if they are taking a tour. Due to COVID-19, we changed protocol and staff verbally gathered the information to limit touch points. Please see the Visitor Statistics report for FY2019/2020.

6. PROJECT BUDGET:

Please see the Welcome Center's end of year financial report for FY2019/2020. An independent audit will be conducted this fall and a copy will be given to the Finance Department.

7. ORGANIZATION SIGNATURE:

Name: Katie Epps Title: Heyward House Museum and Welcome Center Director

Signature: Katie S. Epps Date: July 31, 2020

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DATE _____ DAY: M T W Th F S

WEATHER | Rainy | Cloudy | Sunny | Windy | Hot | Mild | Cold |

		Called Off	No Show	None Scheduled
Staff				
Docent Am				
Docent Pm				

NOTES

	Change Bank		Register Bank	
	Open	Close	Open	Close
50's/100's				
20's				
10's				
5's				
1's				
Quarters				
Dimes				
Nickels				
Pennies				
TOTAL				

Drawer Count

Cash	
Checks	
Visa / MC	
Travelers	
TOTAL	

Over/Short _____

Z Report Info

	Adults	
1	Gift Shop	
2	Students	
3	Archives	
4	Donations	
5	Events	
6	Rental	
7	Groups	
8	Members	
	TOTAL	

Voids 1	Voids 2	% Off

Credit Card Info

Type	4 Digits	Amount

Qty	Item	Price

Qty	Item	Price

Attac
Section XI. Item #1.

Visitor Stats	Before 10	10:00am	10:30am	11:00am	11:30am	12:00pm	12:30pm	1:00pm	1:30pm	2:00pm	2:30pm	3:00pm	3:30pm	4:00pm	4:30pm	TOTALS
Women Tours																
Men Tours																
Student Tours																
Children under 10																
Information																
Events																
Rental																
Groups																
Business/Archives																
															Total Visitors	

Northeast	Mid-Atlantic	Southeast	Mid-West
CT	DC	AL	IA
MA	DE	FL	IL
ME	KY	GA	IN
NH	MD	NC	MI
NY	NJ	MS	MN
RI	PA	SC	MO
VT	VA	TN	OH
	WV		WI

Northwest	Southwest	West	Local
AK	AZ	CA	Bluff
ID	AR	CO	HHI
MT	LA	HI	Beau
ND	NM	KS	SunCity
OR	OK	NE	Daufuskie
SD	TX	NV	Okatie
W		UT	
W			

Other Countries	
Canada	
England	

Visibility	
Word of Mouth	
Web/Internet	
Print Media	
Signs	
Radio/TV	
Other	

Accommodations	
Hotel	
Timeshare	
Rental	
Residence/RV	

Bluffton Historical Preservation Society
Approved Operational Budget
Fiscal Year 2018-2019

	Approved 2018-2019 Budget			
	Total Budget	Welcome Center Only Budget	BHPS Only Budget	Capital Project
Revenues				
Grants				
Private Foundations	10,000		10,000	
Town of Bluffton ATAX	185,000	142,000		43,000
Beaufort County ATAX	15,000	7,500	7,500	
Total Grant Income	210,000	149,500	17,500	43,000
Sales and Service Revenues				
Gift Shop	7,500		7,500	
Memberships	12,000		12,000	
Tours/Programs	24,000	18,000	6,000	
Special Events	20,000		20,000	
Total Sales & Service	63,500	18,000	45,500	0
Other Revenues				
Colcock-Teel Endowment	10,000		10,000	
Archival Income (Caldwell Donation)	2,000		2,000	
Donations	5,000	3,750	1,250	
Rental Income	1,000		1,000	
Total Miscellaneous	18,000	3,750	14,250	0
Total Revenues	291,500	171,250	77,250	43,000
Expenditures and Other Uses				
Salaries & Benefits	140,000	102,000	38,000	
Mortgage	9,000	6,750	2,250	
Interest Expenses	2,000	1,500	500	
Archives	1,000		1,000	
Bank Fees	1,600	1,200	400	
Insurance	12,000	9,000	3,000	
Utilities	20,000	15,000	5,000	
Gift Shop Expenses	4,000		4,000	
Special Events	10,000		10,000	
Programs	3,500	2,625	875	
Advertising and Marketing	10,000	7,900	2,100	
Shipping/Postage	1,200	900	300	
Dues & Subscriptions	1,000		1,000	
Office Supplies	2,000	1,500	500	
Equipment Upgrades	2,000	1,500	500	
Professional Development	700	0	700	
Contract Services				
Accounting	12,000	9,000	3,000	
Cleaning Services	2,500	1,875	625	
Consulting Services				
Landscaping	4,500	3,375	1,125	
Pest Control	1,200	900	300	
Repairs/Maintenance	5,800	4,350	1,450	
Website	2,500	1,875	625	
Capital Improvements	43,000			43,000
Total Expenditures and Other Uses	291,500	171,250	77,250	43,000
Revenues Over/(Under) Expenditures	-	-	-	-

Bluffton Historical Preservation Society
Approved Operational Budget
Fiscal Year 2019-2020

	Approved 2019-2020 Budget		
	Total Budget	Welcome Center Only Budget	BHPS Only Budget
Revenues			
Grants			
Private Foundations	10,000		10,000
Town of Bluffton ATAX	190,000	190,000	
Beaufort County ATAX	15,000	7,500	7,500
Total Grant Income	215,000	197,500	17,500
Sales and Service Revenues			
Gift Shop	10,000		10,000
Memberships	3,000		3,000
Tours/Programs	24,000	19,440	4,560
Special Events	17,500		17,500
Total Sales & Service	54,500	19,440	35,060
Other Revenues			
Colcock-Teel Endowment	10,000		10,000
Archival Income (Caldwell Donation)	1,000		1,000
Donations	12,000	1,100	10,900
Rental Income	7,500		7,500
Total Miscellaneous	30,500	1,100	29,400
Total Revenues	300,000	218,040	81,960
Expenditures and Other Uses			
Salaries & Benefits	150,000	121,500	28,500
Mortgage	9,000	7,290	1,710
Interest Expenses	2,000	810	1,190
Archives	1,000		1,000
Bank Fees	1,600	1,296	304
Insurance	13,000	10,530	2,470
Utilities	20,000	16,200	3,800
Gift Shop Expenses	6,000		6,000
Special Events	10,000		10,000
Programs	3,500	3,500	
Advertising and Marketing	25,000	25,000	
Shipping/Postage	1,200	972	228
Dues & Subscriptions	1,000		1,000
Office Supplies	2,000	1,620	380
Equipment Upgrades	4,500	3,645	855
Professional Development	500		500
Contract Services			
Accounting	13,000	10,530	2,470
Cleaning Services	2,000	1,620	380
Consulting Services	1,000		1,000
Landscaping	3,000	2,430	570
Pest Control	1,200	972	228
Repairs/Maintenance	10,000	8,100	1,900
Website	2,500	2,025	475
Capital Improvements	17,000		17,000
Total Expenditures and Other Uses	300,000	218,040	81,960
Revenues Over/(Under) Expenditures	-	-	-

Bluffton Historical Preservation Society
Approved Operational Budget
Fiscal Year 2020-2021

	Approved 2020-2021 Budget		
	Total Budget	Welcome Center Only Budget	BHPS Only Budget
Revenues			
Grants			
Private Foundations	8,000		8,000
Town of Bluffton ATAX	190,000	190,000	
Beaufort County ATAX	10,000	5,000	5,000
Total Grant Income	208,000	195,000	13,000
Sales and Service Revenues			
Gift Shop	8,000	4,000	4,000
Memberships	1,200		1,200
Tours/Programs	18,000	15,000	3,000
Special Events	7,000	3,000	4,000
Total Sales & Service	34,200	22,000	12,200
Other Revenues			
Colcock-Teel Endowment	5,000		5,000
Archival Income	1,800		1,800
Donations	8,000	4,000	4,000
Rental Income	10,000	4,000	6,000
Total Miscellaneous	24,800	8,000	16,800
Total Revenues	267,000	225,000	42,000
Expenditures and Other Uses			
Salaries & Benefits	150,000	130,000	20,000
Mortgage	4,000	3,500	500
Interest Expenses	2,500	1,500	1,000
Archives	1,000		1,000
Bank Fees	1,600	1,400	200
Insurance	13,000	11,000	2,000
Utilities	17,500	17,000	500
Gift Shop Expenses	6,000	4,000	2,000
Special Events	1,200	400	800
Programs	2,000	2,000	
Advertising and Marketing	5,000	4,500	500
Shipping/Postage	1,200	1,000	200
Dues & Subscriptions	1,000	500	500
Office Supplies	2,000	1,750	250
Equipment Upgrades	4,500	4,000	500
Professional Development	1,000	200	800
Contract Services			
Accounting	13,500	12,000	1,500
Cleaning Services	1,800	1,600	200
Consulting Services	500		500
Landscaping	4,000	3,500	500
Pest Control	900	750	150
Repairs/Maintenance	10,000	9,000	1,000
Security	300	150	150
Website	2,500	2,250	250
Capital Improvements	20,000	13,000	7,000
Total Expenditures and Other Uses	267,000	225,000	42,000
Revenues Over/(Under) Expenditures	-	-	-

Annual Comparision of Revenue of the Bluffton Historical Preservation Society

	2007	2008	2009	2010	2011	2012	2013/ 2014	2014/ 2015	2015/ 2016**	2016/ 2017	2017/ 2018	2018/ 2019***	2019/ 2020
Revenue	174,425	224,105	161,697	269,103	194,758	234,452	199,823	180,554	293,172	182,409	194,074	280,415	231,990
Bluffton ATAX	90,494	141,057	74,805	93,210	108,950	135,075	108,243	103,456	118,451	98,022	114,493	215,201	135,496
Expenses	185,980	193,451	172,096	243,181	179,980	243,233	194,402	184,530	173,989	174,471	204,557	269,384	224,485
Profit/Loss	-11,555	30,654	-10,399	25,922	14,778	-8,781	5,421	-3,976	119,183	7,937	-10,483	11,031	7,505
# of Visitors	9,256	8,619	6,198	5,016	5,645	6,630	10,636	11,539	11,215	10,374	12,524	12,968	10,632
# of Staff	3	2	2	2	3	3	3	3	3	3	3.5	3.5	3.5

** Revenue and Expenses for Capital Projects are included in 2008, 2009, 2010, 2012, 2013/2014, and 2018/2019*

***Revenue included $100,000 South Carolina Archives and History Grant which was used in 2016/2017 and 2017/2018 to make upgrades and repairs to the Heyward House Museum and Welcome Center*

**** Bluffton ATAX includes a separate grant for a water intrusion and chimney flashing repair project*

Internal Revenue Service
District Director

Department of the Treasury

Date: DEC 15 1983

Our Letter Dated:
February 24, 1982
Person to Contact:
William Anderson/jdf
Contact Telephone Number:
(404) 221-4516
Employer Identification Number:
57-0724129
File Folder Number:
580015849

The Bluffton Historical Preservation
Society, Inc.
PO Box 742
Bluffton, SC 29910

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section * . Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section * status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section * organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

Michael J. Murphy

District Director

* 170(b)(1)(A)(vi) & 509(a)(1)

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ACCOMMODATIONS TAX ADVISORY COMMITTEE
STAFF REPORT
Department of Finance & Administration

MEETING DATE:	May 18, 2021
SUBJECT:	Historic Bluffton Foundation (HBF): Welcome Center at the Heyward House
PROJECT MANAGER:	Natalie Majorkiewicz, CGFO, Treasury Manager

Summarized below is the application from Historic Bluffton Foundation (HBF) for Accommodations Tax grant dollars in support of advertising and promotion of tourism, arts and cultural events, and operating a visitors center.

Requested Amount: $169,000

Welcome Center at the Heyward House	Total Budget		Recommended ATAX Grant (approx. 82% of project budget)
Advertising and Promotion of Tourism:	$ 4,000		$ 4,000
Arts & Cultural Events:	3,000		3,000
Operating Visitor Information Center:	200,250		162,000
Total	**$ 207,250**		**$ 169,000**

Eligible "Tourism-Related Expenditures" per South Carolina Code of Laws include, *"advertising and promotion of tourism so as to develop and increase tourist attendance through the generation of publicity, promotion of the arts and cultural events, construction, maintenance, and operation of facilities for civic and cultural activities,"* and *"operating visitor information centers."*

Advertising and Promotion of Tourism:
- Total budget is $4,000.
- Marketing Plan is provided on page 13 of application.
- Includes website maintenance, social media advertising, and print media.

Arts & Cultural Events:
- Total budget is $3,000.
- Heyward House, Garvin-Garvey House, and walking tours continue to be offered and adjustments have been made due to COVID-19 to ensure social distancing is maintained while being able to see and learn about the history of Bluffton. Additionally, the Bluffton History Class for Tour Guides continues to be offered and test participants to receive a certificate of achievement.

Operating Visitor Information Center:
- Total remaining budget is $200,250 with remaining amount requested at $162,000.
- Expenses qualify due to the primary purpose of the Heyward House is to provide information, brochures, and other services to tourists.
- Operating Expenses of $190,250 include personnel, mortgage and utilities, and contract services for Heyward House.
- Capital Improvements of $10,000 include:
  - Shutters and dormers $9,000
  - Exterior rotten soffits repairs $7,000
  - Tree and limb removal and mitigation $4,000
  - Windows and surround repair and replacement $3,000

Festival/Event: The Heyward House serves as Town of Bluffton's Welcome (Visitors) Center.

Bluffton Event: The house and special events are located and held in Old Town with presentations and history talks given throughout the community.

Tourism Draw %: Visitors to the Hayward House was 10,632 in 2019/2020 with 82% from out of town. Total visitors projected for FY 2020/2021 is estimated at 10,000 with visitor numbers slowly rebounding due to the pandemic.

Benefit to Tourism: Official Welcome (Visitors) Center for the Town of Bluffton.

Self-Sufficiency % (Financial Need): Requesting approximately 82% of Welcome Center budget, and 65% of the total organization's budget. Last year's annual award was $190,000.

Table Rating (Scores 0-5 with 5 satisfying the qualifications best, exception Advertising 0-15)

Amount Recommended	Advertising (15)	Tourism Draw % (5)	Benefit to Tourism (5)	Self-Sufficiency % (5)	Misc. (10)	Total of 40 possible	Comments
$169,000	N/A	N/A	N/A	N/A	N/A	N/A	Electronic Meeting

Previous Funding Amounts to Organization – Bluffton Historical Preservation Society (BHPS)

Fiscal Year	Amount Requested	% of Budget	Advisory Committee Recommendation	Town Council Approved	Expended	Comments
2021	190,000	84%	$190,000	$190,000	68,062	
2020	190,000	84%	190,000	190,000	149,450	
2019	17,263	100%	17,263	17,263	17,263	Chimney Repair
2019	177,000	81%	185,000	185,000	172,224	Heyward House
2018	127,000	75%	127,000	127,000	114,494	"

Accommodations Tax Committee Recommendations and Comments:

The Committee recommends funding $169,000 for advertising and promotion of tourism ($4,000), arts and cultural events ($3,000), and operating a visitors information center ($162,000).

Title Page:

To: Accommodation Tax Advisory Committee
From: Society of Bluffton Artists
Application Deadline: March 2021

Name of Project: Promoting the Arts in the Lowcountry and Beyond
Sponsors Name: Society of Bluffton Artists
Sponsors Street Address: 6 Church St Bluffton, SC 29910
Sponsors Mailing Address: PO Box 1972 Bluffton, SC 29910

Contact Information:

Mary Ann Burgeson, President
3 Rose Hill Drive
Bluffton, SC 29910
Cell: 843 816 3776

John Kenney, Treasurer
18 Ladyslipper Island Ct.
Bluffton, SC 29910
Cell: 434 960 3622

Funds Requested: $ $20,000

Carge, Kristy

From: Mary Ann Burgeson <maryfirestar04@gmail.com>
Sent: Wednesday, May 5, 2021 11:47 AM
To: Carge, Kristy
Subject: Re: Town of Bluffton - ATAC Request

WARNING!

This email originated from outside of the Town of Bluffton's email system. DO NOT click any links or open any attachments unless you recognize the sender and know the content is safe.

Hi Kristy,

Thank you for help clarifying this. Once more we have an embarrassing error, yikes! This is the result of last minute re-reading of the guidelines and deciding that our HVAC would come under "maintenance of tourist related buildings". I hope that was an accurate reading of the guidelines of eligible projects. All figures should read: Project costs &40,500, request 20,000. Not one half, I know but a nice round figure to request support for during our recovery year. My file of the submission is a PDF that I can't edit from John so if you would please change that figure on the first page to reflect that I would appreciate it.

Thank you so much. I hear the building is open again so I hope that makes your job easier. :)

Marie Burgeson

On May 5, 2021, at 9:26 AM, Carge, Kristy <kcarge@townofbluffton.com> wrote:

<ATAX Funds request.pdf>

Addendum to:

1.General Description

The Society of Bluffton Artists has been active in this town since 1994, way before all the other galleries in Old Town arrived. Our membership has surprisingly remained the same even during this difficult year averaging about 130 members and supporters. This has been a very difficult year for SoBA as it has for all businesses in town. We had to close down, of course, for a few months and when we reopened it was on a very limited basis. Tourists are our biggest source of income at the gallery and with out travel for months our artists suffered income losses and the gallery barely survived. We had a loyal and fearless number who were willing to come to staff the gallery, masked up and sanitizing several times a shift. We were able to only be open a couple of days a week for months. We resumed advertising both locally and in the southeast and finally for these last three months it seems the tourists are coming back.

Ordinarily, and soon again we hope, we work with organizers with all local events like the Paint Out, and all local art Festivals including the Mayfest, and Bluffton Arts and Seafood. We publicize the events on all platforms of social media and in our Newsletter that goes to hundreds of followers. We plan our participation and have painters on the porch and tents on the lawn. We were again voted Best Gallery in Old Town Bluffton by local magazines. Last year we had ads in a regional publication that goes in the airports and other tourist centers here and in Savannah. Our guest art instructors come from all over the country but sadly none could come for the whole year. When they do come they bring students/tourists with them to experience our beautiful area. This year will be better and our classes and workshops will be back this summer.

We are discovering people find us more and more on social media. We have an old website that can no longer be supported by updates

and plug ins and have put off constructing a new more efficient and easier to use website for years for lack of funds. That is part of our plan for the coming year to upgrade our image and desirability as a destination visit. Our website and social media platforms attract thousands of hits and if we look more appealing and tell a better story, those tourist hits will become visits. We are counting on a rebound from all that pent up desire to travel and buy beautiful things.

Ordinarily we help in the schools and teach classes in the Boys' and Girls' Club but this year that was not allowed. We have continued with very small children's classes as well as local artist's instruction for adults in our Center for Creative Arts.

We had to cancel our Annual Judged Show which draws artists from all around the southeast to participate, when our out of town judge cancelled. That show has been a major fundraiser for us in the past. We also had to cancel our annual big gala with dinner, entertainment and dancing, also another big source of funds that we depend on.

We were able to award our $2000.00 Naomi McCracken Scholarship to a Bluffton senior art student this year for her outstanding work.

We are excited about our plans for recovery. We plan to have a new website created by a local professional and the plans for it are very exciting. We can share local festivals and happenings on our site and highlight local businesses like the Bluffton Inn and other businesses where we have display art. The cost of the website is included in our request for Atax funds this year. We also have to replace our failed HVAC which certainly makes the gallery a pleasant place to be on a summer day in Bluffton. We will have a full time PR person on the board next year whose job will be to spread our news and the beauty of Bluffton ever wider on all social platforms. We have thousands of followers.
In short, we intend to continue to do all we can to spread the word about this lovely little slice of paradise where we live. Thank you for your consideration.

The Society of Bluffton Artists is the only 501© 3 all-volunteer arts organization and gallery in Bluffton, SC. The mission of SoBA is to promote a public interest in and an appreciation of visual art in the community. SoBA assist artists at all levels of development to enhance their artistic abilities in the visual arts.

The Society of Bluffton Artists founded in 1994 by seven Bluffton area artists now has 124 members. Of the total 111 display art in the gallery. The majority of SoBA artists have relocated to the area from all over this country and they have family and guests who visit and enjoy Bluffton.
SoBA invites all artists over the age of 18 to become display or supporting members.

Excerpt of the minutes of the March 15, 2021 Official Board Meeting of the Society of Bluffton Artists:

Board Members Present: Burgeson, Ford, Kenney, VanNus, Rhodes, Sanders, Pecce, Gregar
A motion was made to approve an application for the ATax Grant. (and to commit funding to complete the project) It was seconded and approved.

Respectfully submitted, Mary Ann Ford, Secretary “

Our Atax grant, if we are approved, will go to the creation of a new website that has room to highlight local events in Bluffton and partner organizations as well as our own events calendar and to promote growth in the arts and all cultural events in our community. We want to grow our brand and help make Bluffton a destination of the highest quality and desirability. We will also use the funds to continue our high quality local and area advertising to bring patrons, students and tourists to the gallery and community. And we request help in maintaining our facility where we welcome said tourists by replacing our unrepairable HVAC unit so they can browse in comfort!
The matching funds for our request will come from membership dues, art sales and a South Carolina Cares grant from last year.

May 29, 2021

To whom it may concern,

Bragg Media Marketing has been The Society of Bluffton Artists' agency of record since 2017. Our services have included public relations, graphic design and website maintenance. The website is the cornerstone for modern-day sales, marketing and customer service. The website also is how they attract more customers and how they process payments for classes, events and memberships. Unfortunately, the SOBA website infrastructure is very outdated with features that are no longer supported by software developers.

SOBA's programs and offerings attract locals, part-timers, vacationers and even children. Much like SOBA's ongoing marketing, public and media relations, their new website takes different audience types into account. We have worked closely with SOBA's board of directors to construct a website plan that modernizes their e-commerce, updates the aesthetics, reorganizes information so it's easier for everyone to navigate and also automatically conforms to mobile devices. Attached to this letter, please find the scope of work and fee schedule involved with SOBA's new website.

As a Bluffton SC-based marketing agency, we see how involved SOBA is in the community — from outreach programs to after school activities and from classes/workshops to a network of artists. That's why we offered a price reduction to the making of the new website. We see all of the good they do in Bluffton and we want to see SOBA succeed in the fastest-growing town in the United States.

Sincerely,

Heather Bragg

Heather Bragg, president

315 COLD CREEK PASS • BLUFFTON SC 29910
BRAGGMEDIA.COM • 843-415-3490

Addendum

Table of Contents

E1) Cost of Project SOBA
E2) Scope of work to be completed-SOBA
E3) Web site proposal
E4) Line item budget sept 1, 2020-aug 31, 2021
E5) FYTD
E6) profit/loss Accounting statement 2019-2020

G1a) A tax spending sept 2019-aug 2020
G2a) SOBA Budget sept 1,2019-aug 31, 2020
G2b) Overview budget sept 2020-aug-2021
G 3a) A Tax Funding 2018-2019

H1a) Irs tax exempt status
H1b) SC tax exempt status
H2) SOBA sample advertising
H3) Soba Webpage cover
H4) Soba Instagram cover
H5) SOBA Facebook cover

E Financial Request

Cost of project $40,000

Duration 12 months April 2021 through March 2022

Income

A Tax grant Town of Bluffton	(50%)	$20000
Society of Bluffton Artists	(50%)	$20000
		$40000

Sources of revenue: Art Sales, Membership Dues, Sponsors, Fundraisers, Holiday Boutique, South Carolina Cares Grant, income from classes and workshops

Expenses

Regional Marketing ie weekly ads in regional publications $6000

Island Packet, Bluffton Packet
The Bluffton Sun
Area Map ADV.

Professional Services

Bragg Media $19000
Ad Creation and Placement, Content Management, Web site Management, Eclectic Newsletter, Featured Artists & Gallery Promotion Material. Social Media Content & Advertising and creation and building of a new web site serving a broader community
$7500

In-house Promotional	$400
Print promotional material for Art Classes and events	$ 600
Replace HVAC system	$ 7000
Total	$40500

E. Financial Request

Cost of project: $36,400.00

Duration: 12 months from April 2021 through March 2020

Income:

A tax grant from Town on Bluffton	(50%)	$18,200.00
Society of Bluffton Artists	(50%)	$18,200.00
		$36,400.00

Sources of Revenue:

Art Sales, Membership Dues, Sponsors, Fundraisers, Holiday Boutique, South Carolina Cares Grant, Income from Classes and Workshops

Expenses:

Regional Marketing, i.e. weekly ads in regional publications Island Packet, Bluffton Packet The Bluffton Sun Area Map ADV.	$7,000.00
Professional Services:	
Bragg Media: Ad Creation and Placement, Content Management, Website Management, Eclectic Newsletter, Featured Artist & Gallery Promotion Material	$20,400.00
Social Media Content & Advertising and creation and building of a new website serving a broader community	$7,500.00
In-house Promotional	$900.00
Print promotional material for Art Classes and Events	$600.00
Total Advertising Costs	$36,400.00

Scope of Work: Website Design

February 11, 2021

Prepared by:

Heather Bragg
Bragg Media Marketing Agency
Bluffton, SC 29910
heather@braggmedia.com
Braggmedia.com
843-415-3490

Prepared for:

Marie Burgeson
Kim France
Sheila Johnson
The Society of Bluffton Artists
kimfrancehhi@gmail.com
maryfirestar04@gmail.com
sgjohnso62@gmail.com

Project Overview:

Bragg Media Marketing Agency plans for a complete website design to include the following services:

- Initial Planning Meeting
- Complete Website Redesign on WordPress platform
- SEO, Security and Optimization plugins
- E-Commerce and Registration
- User Manual and Training

Project Details:

Project Name:	The Society of Bluffton Artists Website
Project Description:	Complete website redesign of sobagallery.com to include more modern design and easy-to-use payment and class registrations.
Project Period:	February 11 - April 20
Primary Agency Contact:	Heather Bragg 843-415-3490 heather@braggmedia.com
Secondary Agency Contact:	Mike Bragg mike@braggmedia.com
Primary Client Contact:	Marie Burgeson The Society of Bluffton Artists maryfirestar04@gmail.com

High-Level Objective:

1. **Modern Website Design:** Responsive layout that automatically transforms for all mobile devices; eye-catching visuals; on WordPress platform with visual builders that allow you to grow with your organization's needs
2. **More Exposure:** Search Engine Optimization plugins; intuitive design that encourages people to purchase
3. **Lead Optimization:** Online forms that automatically e-mail key people in company
4. **Security:** Standard SSL certificate, data privacy best practices and full-bodied security plugins

Tasks, Milestones & Timelines:

Brief Description of Services	Start Date	Due Date	Fee Due
Milestone 1 Planning Session	Upon agreement signature		$3,750
Milestone 2: Website Planning	2/11/2021	2/24/2021	
Planning Document	2/11/2021	2/15/2021	
Sitemap	2/15/2021	2/19/2021	
Wireframe	2/19/2021	2/24/2021	
Milestone 3: Website Build	2/25/2021	3/10/2021	
Set up development site	2/25/2021	3/1/2021	
Build two landing pages	3/1/2021	3/10/2021	
Milestone 4: Mid-Project Approval	3/10/2021	3/12/2021	$1,875
Approve initial design	3/10/2021	3/12/2021	
Milestone 5: Finish Website Build	3/15/2021	4/2/2021	
Build out rest of website	3/10/2021	3/26/2021	
Test website	3/29/2021	4/2/2021	
Milestone 6: Final Project Approval	4/5/2021	4/5/2021	$1,875
Milestone 7: Launch	4/5/2021	4/14/20211	
Configure DNS and hosting	4/5/2021	4/8/2021	
SSL Certificate and fixing any errors	4/8/2021	4/14/2021	
Milestone 8: Post-Launch	4/15/2021	4/20/2021	
Website Manual with passcodes, etc.	4/15/2021	4/17/2021	
Training Tutorials/Videos	4/17/2021	4/20/2021	

Reporting:

Client communication occurs regularly throughout the project through e-mails and the secure Bragg Media client portal.

Fees & Expenses:

- The total cost of the website design is $7,500.
- The initial deposit, half of the estimated fees of $3,750, is due upon signing of the project agreement.
- A payment of $1,875 is required upon approval of first creative.
- The final payment of $1,875 is required prior to launch.
- An optional web hosting and maintenance fee of $100 is due monthly with automatic payments set up using the client portal.

May 29, 2021

To whom it may concern,

Bragg Media Marketing has been The Society of Bluffton Artists' agency of record since 2017. Our services have included public relations, graphic design and website maintenance. The website is the cornerstone for modern-day sales, marketing and customer service. The website also is how they attract more customers and how they process payments for classes, events and memberships. Unfortunately, the SOBA website infrastructure is very outdated with features that are no longer supported by software developers.

SOBA's programs and offerings attract locals, part-timers, vacationers and even children. Much like SOBA's ongoing marketing, public and media relations, their new website takes different audience types into account. We have worked closely with SOBA's board of directors to construct a website plan that modernizes their e-commerce, updates the aesthetics, reorganizes information so it's easier for everyone to navigate and also automatically conforms to mobile devices. Attached to this letter, please find the scope of work and fee schedule involved with SOBA's new website.

As a Bluffton SC-based marketing agency, we see how involved SOBA is in the community — from outreach programs to after school activities and from classes/workshops to a network of artists. That's why we offered a price reduction to the making of the new website. We see all of the good they do in Bluffton and we want to see SOBA succeed in the fastest-growing town in the United States.

Sincerely,

Heather Bragg

Heather Bragg, president

Attach

Society of Bluffton Artists

Proposed Budget

For the Period From Sep 1, 2020 to Aug 31, 2021

Filter Criteria includes: 1) Types: Income Statement Accounts; 2) Active Accounts. Report is printed with Accounts having Zero Amounts. Budget D

Account ID	Account Description	Account Type	Budget 20020/21	Actual 2019/2020 fiscal y
40000	Art Sales	Income	55,000.00	47,100.00
40200	CCA Income	Income	34,000.00	34,000.00
40300	Holiday Boutique	Income	3,000.00	3,682.50
40400	Membership Dues 2020/21	Income	13,000.00	14,000.00
40500	Other Income (Show)	Income	4,000.00	4,800.00
40650	Fund Raisers	Income	7,000.00	170.00
40700	Other Income Scholarship Fund	Income	2,000.00	2,425.00
45300	Bluffton A-Tax	Income	14,100.00	15,300.00
60000	Artist Commissions	Cost of Sales	35,800.00	30,400.00
60100	Advertising & Marketing	Expenses	18,000.00	22,400.00
60500	Art Class Expense	Cost of Sales	22,000.00	23,800.00
61500	CC, Paypal & Square	Expenses	2,900.00	2,540.00
62000	Accounting & Professional Fees	Expenses	5,000.00	6,538.00
62500	Dues and Subscriptions	Expenses	170.00	170.00
63000	Charitable Contributions Exp	Expenses	0.00	121.95
63050	Fund Raiser Expenses	Expenses	1,500.00	23.79
63500	Insurance	Expenses	510.00	510.00
63800	Landscaping	Expenses	500.00	1,200.00
63900	Miscellaneous Expenses	Expenses	200.00	
64000	Postage	Expenses	220.00	257.00
64500	Printing & Signage	Expenses	150.00	160.00
65000	Rent	Expenses	33,000.00	28,335.00
65200	Repairs Expense	Expenses	500.00	2,293.68

+ 14%

			BUDGET	ACTUAL
65400	Scholarships Paid	Expenses	2,000.00	2,000.00
65500	Show Expenses	Expenses	3,500.00	3,522.57
66000	Supplies, office & operating	Expenses	2,000.00	2,500.00
66300	Taxes and Licenses	Expenses	50.00	51.85
66500	Telephone	Expenses	1,900.00	1,783.00
67000	Utilities, electric	Expenses	2,000.00	2,060.00
67500	Utilities, water	Expenses	400.00	546.00
89500	Discounts Taken	Expenses	0.00	-72.83
90000	Cash (Over)/Short	Expenses	0.00	-86.70
	Revenue		**132,100.00**	**121,477.50**
	- Cost of Sales		**-57,800.00**	**-54,200.00**
	Gross Profit		**74,300.00**	**67,277.50**
	- Expenses		**-74,500.00**	**-76,853.31**
	Net Income		**-200.00**	**-9,575.81**

Attach

Summary of Income	Y/E 8-30-20 Budget	Actual YTD 4/30/20
Art Sales	55,000.00	47,100.00
Net		
CCA Income	34,000.00	34,000.00
Art Class Expense	22,000.00	23,800.00
Net	12,000.00	10,200.00
Other Income		
Holiday Boutique	3,000.00	3,682.50
Membership Dues	13,000.00	14,000.00
Other Income 12x12	4,000.00	4,800.00
Other Income		
Fund Raiser	7,000.00	170.00
Other Income Scholarship Fund	2,000.00	2,425.00
Bluffton A-Tax	14,100.00	15,300.00
Total Other Income		

Attach

	Total Expenses	-74,500.00	-76,853.31
	Net Income		

Soba

Balance Sheet

As of February 28, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Hilleren Scholarship Fund	1,150.00
Operating Account	83,237.71
Petty Cash	30.30
Scholarship Account	4,450.46
VS Hughes Endowment Res Fund	2,734.92
Total Bank Accounts	**$91,603.39**
Other Current Assets	
Undeposited Funds	0.00
Total Other Current Assets	**$0.00**
Total Current Assets	**$91,603.39**
Fixed Assets	
Accumulated Depreciation	-18,833.00
Building Improvements	34,008.75
Furniture and Fixtures	4,244.17
Landscaping	4,587.92
Office Equipment	1,955.16
Total Fixed Assets	**$25,963.00**
TOTAL ASSETS	**$117,566.39**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Sales Tax Payable	0.00
South Carolina Department of Revenue Payable	651.67
Total Other Current Liabilities	**$651.67**
Total Current Liabilities	**$651.67**
Total Liabilities	**$651.67**
Equity	
Retained Earnings	64,112.24
Net Income	52,802.48
Total Equity	**$116,914.72**
TOTAL LIABILITIES AND EQUITY	**$117,566.39**

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PROFIT AND LOSS WITH FISCAL YEAR TO DATE

September 2019 - August 2020

	TOTAL		
	SEP 2019 - AUG 2020	SEP 2018 - AUG 2019 (PY)	CHANGE
Income			
Art Sales	47,037.60	77,048.30	-30,010.70
Bluffton A-Tax	15,301.34	13,355.40	1,945.94
CCA Income	33,993.00	29,503.00	4,490.00
Fund Raiser	196.00	9,695.60	-9,499.60
Holiday Boutique	3,682.50	2,208.00	1,474.50
Membership Dues	24,625.00	21,120.00	3,505.00
Other Income	4,807.33	10,728.66	-5,921.33
Other Income Scholarship Fund	2,425.00	1,040.00	1,385.00
Total Income	**$132,067.77**	**$164,698.96**	**$ -32,631.19**
Cost of Goods Sold			
Art Class Expense	23,784.53	21,931.75	1,852.78
Artist Commissions	30,452.88	45,244.19	-14,791.31
Total Cost of Goods Sold	**$54,237.41**	**$67,175.94**	**$ -12,938.53**
GROSS PROFIT	**$77,830.36**	**$97,523.02**	**$ -19,692.66**
Expenses			
Accounting & Professional Fees	6,538.35	6,725.00	-186.65
Advertising & Marketing	22,417.85	24,508.82	-2,090.97
Cash (Over)/Short	-86.70	-192.20	105.50
CC, Disc, & Paypal Charges	2,539.53	3,074.28	-534.75
Charitable Contributions	121.95		121.95
Discounts Taken	-72.83	-93.24	20.41
Dues & subscriptions	170.00	165.00	5.00
Fund Raiser Expenses	23.79	1,672.38	-1,648.59
Insurance	510.00	510.00	0.00
Interest	9.12		9.12
Landscaping Expense	1,200.00	960.00	240.00
Miscellaneous Expenses		200.00	-200.00
Postage	257.00	322.60	-65.60
Printing & Signage		51.13	-51.13
Rent	28,335.00	33,942.00	-5,607.00
Repair & Maintenance	2,293.68	856.00	1,437.68
Scholarships Paid	2,000.00		2,000.00
Show Expenses	3,522.57	5,404.21	-1,881.64
Square Fees	99.47		99.47
Supplies, Office & Operating	2,774.33	2,803.32	-28.99
Taxes & Licenses	51.85	50.00	1.85
Telephone	1,783.00	1,908.00	-125.00
Utilities - Electric	2,060.34	2,561.05	-500.71
Utilities - Internet	171.36		171.36
Utilities - Water	546.44	535.28	11.16
Total Expenses	**$77,266.10**	**$85,963.63**	**$ -8,697.53**
NET OPERATING INCOME	**$564.26**	**$11,559.39**	**$ -10,995.13**
NET INCOME	**$564.26**	**$11,559.39**	**$ -10,995.13**

G 1 a) A TAX - SPENDING

Soba

PROFIT AND LOSS WITH FISCAL YEAR TO DATE

September 2019 - August 2020

	TOTAL
Income	47,037.60
Art Sales	15,301.34
Bluffton A-Tax	33,993.00
CCA Income	196.00
Fund Raiser	3,682.50
Holiday Boutique	24,625.00
Membership Dues	4,807.33
Other Income	2,425.00
Other Income Scholarship Fund	**$132,067.77**
Total Income	
Cost of Goods Sold	23,784.53
Art Class Expense	30,452.88
Artist Commissions	**$54,237.41**
Total Cost of Goods Sold	**$77,830.36**
GROSS PROFIT	
Expenses	6,538.35
Accounting & Professional Fees	22,417.85
Advertising & Marketing	-86.70
Cash (Over)/Short	2,539.53
CC, Disc, & Paypal Charges	121.95
Charitable Contributions	-72.83
Discounts Taken	170.00
Dues & subscriptions	23.79
Fund Raiser Expenses	510.00
Insurance	9.12
Interest	1,200.00
Landscaping Expense	257.00
Postage	28,335.00
Rent	2,293.68
Repair & Maintenance	2,000.00
Scholarships Paid	3,522.57
Show Expenses	99.47
Square Fees	2,774.33
Supplies, Office & Operating	51.85
Taxes & Licenses	1,783.00
Telephone	2,060.34
Utilities - Electric	171.36
Utilities - Internet	546.44
Utilities - Water	**$77,266.10**
Total Expenses	**$564.26**
ET OPERATING INCOME	**$564.26**
NET INCOME	

Society of Bluffton Artists

Budget Name: 2019-2020 Budget Rev-03/20

For the Period From Sep 1, 2019 to Aug 31, 2020

Filter Criteria includes: 1) Types: Income Statement Accounts; 2) Active Accounts. Report is printed with Accounts having Zero Amounts. Bu dget Description:

Account ID	Account Description	Account Type	9/30/19	10/31/19	11/30/19	12/31/19
40000	Art Sales	Income	4,500.00	7,328.00	6,115.00	4,065.00
40200	CCA Income	Income	2,142.00	3,125.00	1,950.00	1,300.00
40300	Holiday Boutique	Income	0.00	0.00	0.00	1,836.00
40400	Membership Dues	Income	2,700.00	1,425.00	625.00	200.00
40500	Other Income 12x12	Income	0.00	0.00	0.00	0.00
40550	Step Sponsor	Income	0.00	0.00	0.00	0.00
40600	Other Income	Income	120.00	130.00	440.00	860.00
40650	Fund Raiser	Income	0.00	0.00	0.00	495.00
40700	Other Income Scholarship Fur	Income	70.00	217.00	62.00	90.00
40800	Hilleren Fund-Restr to Childre	Income	0.00	0.00	0.00	0.00
40900	Hughes Art Fund	Income	0.00	0.00	0.00	0.00
45300	Bluffton A-Tax	Income	700.00	700.00	700.00	1,000.00
45400	Comm Foundation of LC Gran	Income	0.00	0.00	0.00	0.00
45500	CCA Rent Income	Income	0.00	0.00	0.00	0.00
48000	Sales Returns and Allowances	Income	0.00	0.00	0.00	0.00
49000	Sales Discounts	Income	0.00	0.00	0.00	0.00
50000	Cost of Goods Sold	Cost of Sales	0.00	0.00	0.00	0.00
57000	Cost of Sales-Salaries and W	Cost of Sales	0.00	0.00	0.00	0.00
57500	Cost of Sales-Freight	Cost of Sales	0.00	0.00	0.00	0.00
58000	Cost of Sales-Other	Cost of Sales	0.00	0.00	0.00	0.00
59000	Purchase Returns and Allowa	Cost of Sales	0.00	0.00	0.00	0.00
60000	Artist Commissions	Cost of Sales	0.00	0.00	0.00	0.00
60100	Advertising & Marketing	Expenses	2,925.00	4,763.00	3,975.00	2,642.00
60500	Art Class Expense	Cost of Sales	2,411.00	2,068.00	2,044.00	1,735.00
60600	Cost of Goods 12x12	Cost of Sales	1,170.00	4,767.00	3,471.00	221.00
60700	Cost of Goods Note Cards	Cost of Sales	0.00	0.00	0.00	0.00
61000	Auto Expenses	Expenses	0.00	0.00	0.00	0.00
61500	CC Disc & Paypal Chgs	Expenses	0.00	0.00	0.00	0.00
62000	Accounting & Professional Fe	Expenses	164.00	202.00	198.00	253.00
62200	Grant Expenses - CCA	Expenses	525.00	950.00	525.00	525.00
62300	Depreciation Expense	Expenses	0.00	0.00	0.00	0.00
62500	Dues and Subscriptions	Expenses	0.00	0.00	0.00	0.00
63000	Charitable Contributions Exp	Expenses	0.00	0.00	0.00	0.00
63050	Fund Raiser Expenses	Expenses	0.00	0.00	0.00	0.00
63100	Hilleren Scholarships	Expenses	0.00	209.00	0.00	0.00
63200	Hughes Scholarships	Expenses	0.00	0.00	0.00	0.00
63500	Insurance	Expenses	0.00	0.00	0.00	0.00
63800	Landscaping	Expenses	0.00	510.00	0.00	0.00
63900	Miscellaneous Expenses	Expenses	0.00	0.00	0.00	280.00
64000	Postage	Expenses	0.00	0.00	0.00	0.00
64500	Printing & Signage	Expenses	0.00	55.00	0.00	0.00
65000	Rent	Expenses	0.00	0.00	0.00	0.00
65200	Repairs Expense	Expenses	2,791.00	2,791.00	2,791.00	2,791.00
65400	Scholarships Paid	Expenses	225.00	160.00	100.00	150.00
65500	Show Expenses	Expenses	0.00	0.00	0.00	0.00
65600	Storage rent	Expenses	0.00	51.00	138.00	0.00
66000	Supplies, office & operating	Expenses	0.00	0.00	0.00	0.00
66300	Taxes and Licenses	Expenses	60.00	147.00	381.00	268.00
66500	Telephone	Expenses	0.00	0.00	0.00	50.00
67000	Utilities, electric	Expenses	154.00	156.00	154.00	159.00
67500	Utilities, water	Expenses	260.00	263.00	171.00	235.00
77500	Wages Expense	Expenses	29.91	35.72	31.85	30.00
89500	Discounts Taken	Expenses	0.00	0.00	0.00	0.00
90000	Cash (Over)/Short	Expenses	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00
	Revenue		**10,232.00**	**12,925.00**	**9,892.00**	**9,846.00**
	- Cost of Sales		**-4,095.00**	**-9,530.00**	**-7,446.00**	**-2,863.00**
	Gross Profit		**6,137.00**	**3,395.00**	**2,446.00**	**6,983.00**

SOSA BUDGET SEPT 1, 2019 – AUG 31, 2020

1/31/20	2/29/20	3/31/20	4/30/20	5/31/20	6/30/20	7/31/20	8/31/20	YTD Total
3,131.00	7,349.00	9,954.00	4,500.00	6,462.00	4,211.00	5,600.00	4,000.00	67,215.00
3,295.00	1,710.00	2,848.00	2,075.00	6,653.00	2,920.00	1,500.00	1,500.00	31,018.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,836.00
1,150.00	475.00	900.00	500.00	170.00	275.00	1,375.00	15,000.00	24,795.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	3,000.00	1,100.00	0.00	500.00	300.00	100.00	100.00	6,650.00
3,875.00	5,076.00	250.00	0.00	0.00	0.00	0.00	0.00	9,696.00
64.00	64.00	40.00	42.00	261.00	61.00	17.00	0.00	988.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,000.00	1,000.00	1,000.00	1,000.00	2,000.00	1,000.00	1,000.00	2,000.00	14,100.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2,035.00	4,777.00	6,470.00	2,925.00	4,200.00	2,737.00	3,640.00	2,600.00	43,689.00
2,040.00	3,052.00	1,925.00	2,121.00	1,871.00	1,730.00	1,750.00	1,750.00	24,497.00
689.00	545.00	2,579.00	0.00	5,737.00	1,771.00	946.00	975.00	22,871.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
209.00	191.00	262.00	489.00	396.00	243.00	175.00	175.00	2,957.00
525.00	525.00	525.00	525.00	525.00	525.00	525.00	525.00	6,725.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	165.00	0.00	0.00	0.00	0.00	0.00	0.00	165.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
686.00	736.00	0.00	0.00	0.00	0.00	0.00	0.00	1,631.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
280.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	400.00	0.00	0.00	510.00
55.00	0.00	0.00	55.00	200.00	0.00	0.00	0.00	960.00
0.00	0.00	0.00	0.00	0.00	0.00	55.00	0.00	200.00
2,791.00	2,791.00	2,791.00	2,881.00	2,881.00	50.00	0.00	0.00	220.00
100.00	100.00	0.00	150.00	50.00	2,881.00	2,881.00	2,881.00	50.00
0.00	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00	33,942.00
134.00	231.00	2,767.00	2,026.00	0.00	0.00	0.00	0.00	1,035.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
404.00	0.00	529.00	144.00	450.00	77.00	300.00	300.00	3,060.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00
158.00	157.00	159.00	165.00	160.00	162.00	165.00	165.00	1,914.00
231.00	166.00	167.00	163.00	195.00	249.00	275.00	275.00	2,650.00
36.00	32.00	34.00	33.00	31.00	34.00	34.00	35.00	396.48
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
13,515.00	**18,674.00**	**16,092.00**	**8,117.00**	**16,046.00**	**8,767.00**	**9,592.00**	**22,600.00**	**156,298.00**
-2,724.00	**-5,322.00**	**-9,049.00**	**-2,925.00**	**-9,937.00**	**-4,508.00**	**-4,586.00**	**-3,575.00**	**-66,560.00**
10,791.00	**13,352.00**	**7,043.00**	**5,192.00**	**6,109.00**	**4,259.00**	**5,006.00**	**19,025.00**	**89,738.00**

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Budget Overview: FY2021 - FY21 P&L

September 2020 - August 2021

	SEP 2020	OCT 2020	NOV 2020	DEC 2020	JAN 2021	FEB 2021	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	TOTAL
Income													
Art Sales	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.33	4,583.37	$55,000.00
Bluffton A-Tax	1,175.00	1,175.00	1,175.00	1,175.00	1,175.00	1,175.00	1,175.00	1,175.00	1,175.00	1,175.00	1,175.00	1,175.00	$14,100.00
CCA Income	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.33	2,833.37	$34,000.00
Fund Raiser	583.33	583.33	583.33	583.33	583.33	583.33	583.33	583.33	583.33	583.33	583.33	583.37	$7,000.00
Holiday Boutique	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	$3,000.00
Membership Dues	1,083.33	1,083.33	1,083.33	1,083.33	1,083.33	1,083.33	1,083.33	1,083.33	1,083.33	1,083.33	1,083.33	1,083.37	$13,000.00
Other Income	333.33	333.33	333.33	333.33	333.33	333.33	333.33	333.33	333.33	333.33	333.33	333.37	$4,000.00
Other Income Scholarship Fund	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.63	$2,000.00
Total Income	**$11,008.32**	**$11,008.32**	**$11,008.32**	**$11,008.32**	**$11,008.32**	**$11,008.32**	**$11,008.32**	**$11,008.32**	**$11,008.32**	**$11,008.32**	**$11,008.32**	**$11,008.48**	**$132,100.00**
Cost of Goods Sold													
Art Class Expense	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.33	1,833.37	$22,000.00
Artist Commissions	2,983.33	2,983.33	2,983.33	2,983.33	2,983.33	2,983.33	2,983.33	2,983.33	2,983.33	2,983.33	2,983.33	2,983.37	$35,800.00
Total Cost of Goods Sold	**$4,816.66**	**$4,816.66**	**$4,816.66**	**$4,816.66**	**$4,816.66**	**$4,816.66**	**$4,816.66**	**$4,816.66**	**$4,816.66**	**$4,816.66**	**$4,816.66**	**$4,816.74**	**$57,800.00**
GROSS PROFIT	**$6,191.66**	**$6,191.66**	**$6,191.66**	**$6,191.66**	**$6,191.66**	**$6,191.66**	**$6,191.66**	**$6,191.66**	**$6,191.66**	**$6,191.66**	**$6,191.66**	**$6,191.74**	**$74,300.00**
Expenses													
Accounting & Professional Fees	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.67	416.63	$5,000.00
Advertising & Marketing	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	$18,000.00
CC, Disc, & Paypal Charges	241.67	241.67	241.67	241.67	241.67	241.67	241.67	241.67	241.67	241.67	241.67	241.63	$2,900.00
Dues & subscriptions	14.17	14.17	14.17	14.17	14.17	14.17	14.17	14.17	14.17	14.17	14.17	14.13	$170.00
Fund Raiser Expenses	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	$1,500.00
Insurance	42.50	42.50	42.50	42.50	42.50	42.50	42.50	42.50	42.50	42.50	42.50	42.50	$510.00
Landscaping Expense	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.63	$500.00
Miscellaneous Expenses	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.67	16.63	$200.00
Postage	18.33	18.33	18.33	18.33	18.33	18.33	18.33	18.33	18.33	18.33	18.33	18.37	$220.00
Printing & Signage	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	$150.00
Rent	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	2,750.00	$33,000.00
Repair & Maintenance	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.67	41.63	$500.00
Scholarships Paid	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.63	$2,000.00
Show Expenses	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.67	291.63	$3,500.00
Supplies, Office & Operating	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.63	$2,000.00
Taxes & Licenses	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.17	4.13	$50.00
Telephone	158.33	158.33	158.33	158.33	158.33	158.33	158.33	158.33	158.33	158.33	158.33	158.37	$1,900.00
Utilities - Electric	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.67	166.63	$2,000.00
Utilities - Water	33.33	33.33	33.33	33.33	33.33	33.33	33.33	33.33	33.33	33.33	33.33	33.37	$400.00
Total Expenses	**$6,208.36**	**$6,208.36**	**$6,208.36**	**$6,208.36**	**$6,208.36**	**$6,208.36**	**$6,208.36**	**$6,208.36**	**$6,208.36**	**$6,208.36**	**$6,208.36**	**$6,208.04**	**$74,500.00**
NET OPERATING INCOME	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.30**	**$ -200.00**
NET INCOME	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.70**	**$ -16.30**	**$ -200.00**

A TAX FUNDING

Soba

PROFIT AND LOSS WITH FISCAL YEAR TO DATE

September 2019 - August 2020

	TOTAL		
	SEP 2019 - AUG 2020	SEP 2018 - AUG 2019 (PY)	C
Income			
Art Sales	47,037.60	77,048.30	-30,
Bluffton A-Tax	15,301.34	13,355.40	1,
CCA Income	33,993.00	29,503.00	4,
Fund Raiser	196.00	9,695.60	-9,
Holiday Boutique	3,682.50	2,208.00	1,
Membership Dues	24,625.00	21,120.00	3,
Other Income	4,807.33	10,728.66	-5,
Other Income Scholarship Fund	2,425.00	1,040.00	1,
Total Income	**$132,067.77**	**$164,698.96**	**$ -32,**
Cost of Goods Sold			
Art Class Expense	23,784.53	21,931.75	1,8
Artist Commissions	30,452.88	45,244.19	-14,7
Total Cost of Goods Sold	**$54,237.41**	**$67,175.94**	**$ -12,9**
GROSS PROFIT	**$77,830.36**	**$97,523.02**	**$ -19,6**
Expenses			
Accounting & Professional Fees	6,538.35	6,725.00	-1
Advertising & Marketing	22,417.85	24,508.82	-2,0
Cash (Over)/Short	-86.70	-192.20	1
CC, Disc, & Paypal Charges	2,539.53	3,074.28	-5
Charitable Contributions	121.95		1
Discounts Taken	-72.83	-93.24	
Dues & subscriptions	170.00	165.00	
Fund Raiser Expenses	23.79	1,672.38	-1,6
Insurance	510.00	510.00	
Interest	9.12		
Landscaping Expense	1,200.00	960.00	2
Miscellaneous Expenses		200.00	-2
Postage	257.00	322.60	.
Printing & Signage		51.13	.
Rent	28,335.00	33,942.00	-5,6
Repair & Maintenance	2,293.68	856.00	1,4
Scholarships Paid	2,000.00		2,0
Show Expenses	3,522.57	5,404.21	-1,8
Square Fees	99.47		
Supplies, Office & Operating	2,774.33	2,803.32	.
Taxes & Licenses	51.85	50.00	
Telephone	1,783.00	1,908.00	-1
Utilities - Electric	2,060.34	2,561.05	-5
Utilities - Internet	171.36		1
Utilities - Water	546.44	535.28	
Total Expenses	**$77,266.10**	**$85,963.63**	**$ -8,6**
NET OPERATING INCOME	**$564.26**	**$11,559.39**	**$ -10,9**
NET INCOME	**$564.26**	**$11,559.39**	**0,9**

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to:
May 05, 2016 LTR 4168C 0
74-3012888 000000 00
00023213
BODC: TE

SOCIETY OF BLUFFTON ARTISTS INC
% DAVID POST TREASURER
PO BOX 1972
BLUFFTON SC 29910

056071

Employer ID Number: 74-3012888
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Apr. 26, 2015, regarding your tax-exempt status.

We issued you a determination letter in September 2002, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

South Carolina Secretary of State Mark Hammond

Business Entities Online

File, Search, and Retrieve Documents Electronically
In partnership with SC.gov

SOCIETY OF BLUFFTON ARTISTS THE **Corporate**

Information

Entity Type Nonprofit
Status Good Standing
Domestic/Foreign Domestic
Incorporated State South Carolina

Important Dates

Effective Date 08/27/2001
Expiration Date N/A
Term End Date N/A
Dissolved Date N/A

Registered Agent

Agent DOREEN PRINCE
Address 11 OAKMAN BRANCH RD
HILTON HEAD ISLAND, South Carolina 29928

Official Documents on File

Official Documents On File

Filing Type	**Filing Date** Amendment
08/06/2002	
Change of Agent or Office	06/03/2002
Incorporation	08/27/2001

For filing questions please contact us at **803-734-2158**

H b) SAMPLE ADVERTISING

Attach Section XI. Item #1.

Gmail Search mail

Compose

Inbox 167
Starred
Snoozed
Sent
Drafts 20
2020 taxes
2020 kenney taxes 1
Christmas card list 2021
confirmation #
SOBA 13
More

Meet
New meeting
Join a meeting

Hangouts
John

No recent chats
Start a new one

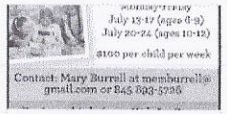
1 of 246

BlufftonSun-Class... BlufftonSun-Judge. BlufftonSun-Maria... BlufftonSun-Openi.. BlufftonSun-Richar. BlufftonSun-Steve...

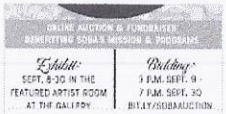
BlufftonSun-Steve...

BlufftonSun-Summ.

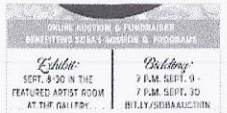
BlufftonSun-Summ.



BlufftonSun-Summ.



BlufftonSun-Vintag.

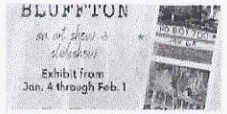


BlufftonSun-Vintag.

Carolina Arts Judg..

Carolina Arts Judg..

Hip To Be Square - .



Island Packet 1_10..

Island Packet 10-4..

Island packet - Holi.

Island Packet - Lar..

Island Packet - Su...

Island Packet -Jud..

Island Packet Holid.

Island Packet Holid.

Island Packet Vinta.

Island Packet Vinta.

IslandPacket2_7-2..

IslandPacket-Blufft.

IslandPacket-Class.

IslandPacket-Rich ..

IslandPacket-Steve.

IslandPacketVintag.

Judged Show 3-1-...

Judged Show 3-22..

Judged Show Call f.

Mary Burrell Blufft...

Mary Burrell Blufft...

Mary Burrell Island .

Penny H Bluffton S..

Post COVID openin..

17 b SAMPLE ADVERTISING

Attach Section XI. Item #1.

Gmail Search mail

Compose

Inbox 167
Starred
Snoozed
Sent
Drafts 20
2020 taxes
2020 kenney taxes 1
Christmas card list 2021
confirmation #
SOBA 13
More

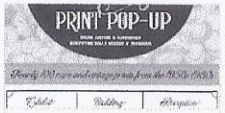
Meet
New meeting
Join a meeting

Hangouts
John

No recent chats
Start a new one

1 of 246

57 Attachments

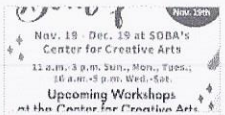


17x20 VintagePrint.

27th Annual Judge..

Beauty of Bluffton ..

Bluffton Sun 9_30_..



Bluffton Sun 10_28.

Bluffton Sun 11-17..

Bluffton Sun 11-17..

Bluffton Sun - Larg..

Bluffton Sun Ad Pe..

Bluffton Sun Memb.

BlufftonSun-0611 ..

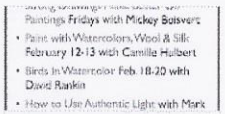
BlufftonSun- Holiday Boutique 12_1_2020.pdf
Shared in Drive

BlufftonSun- Holid..

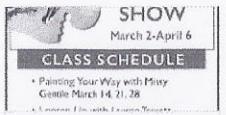
BlufftonSun- Judg...

BlufftonSun- Judg...

BlufftonSun-Blufft...

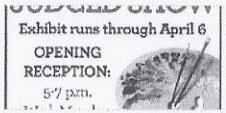


BlufftonSun-Class...



BlufftonSun-Class...

BlufftonSun-Class...

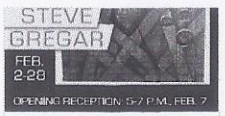


BlufftonSun-Judge..

BlufftonSun-Maria...

BlufftonSun-Openi..

BlufftonSun-Richar.

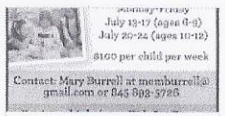


BlufftonSun-Steve...

BlufftonSun-Steve...

BlufftonSun-Summ.

BlufftonSun-Summ.



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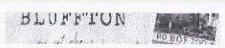

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More

Meet
New meeting
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1 of 246

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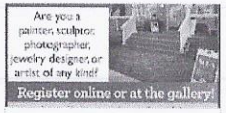

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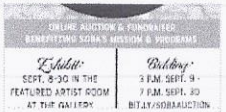

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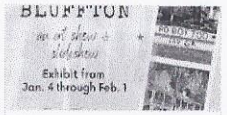

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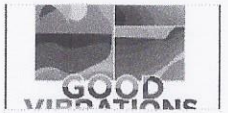

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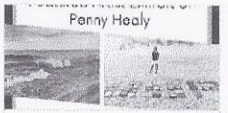

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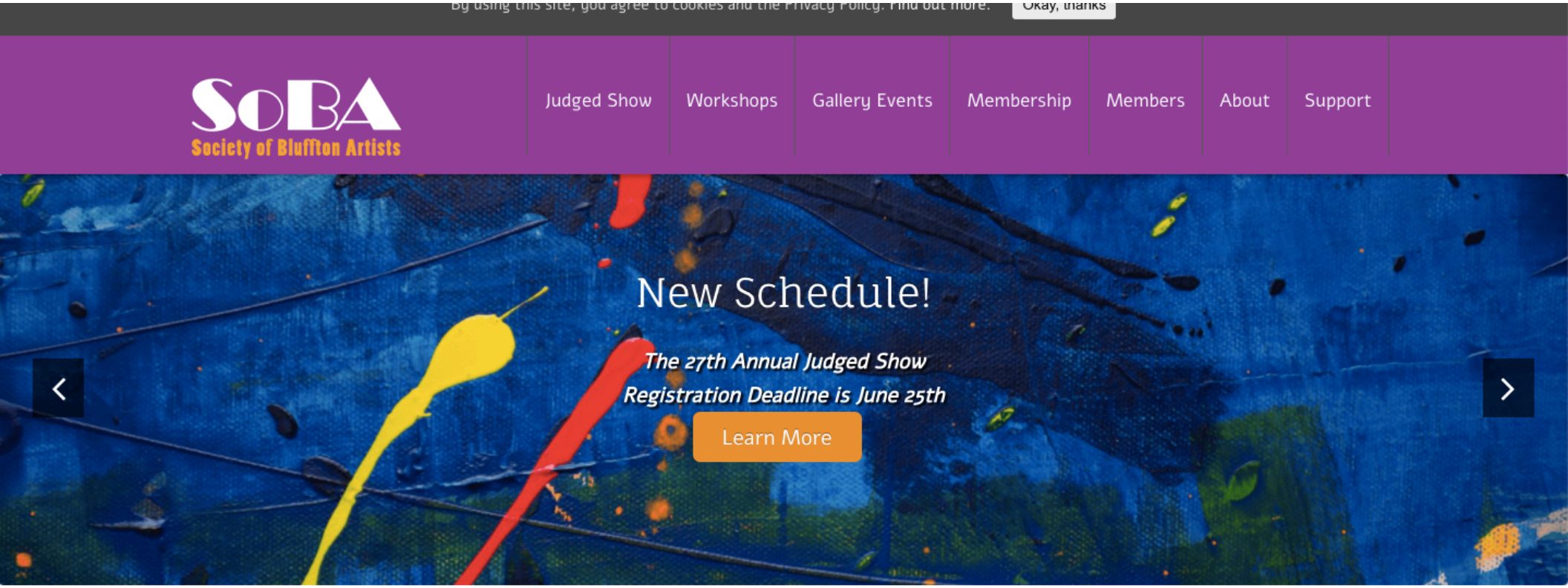


Home

Upcoming Classes and Workshops

SOBA assists artists, at all levels of development, enhancing their abilities in the visual arts. SOBA's Center for Creative Arts is a

Verizon 10:19 AM

sobagallery 2

659 Posts 1,321 Followers 468 Following

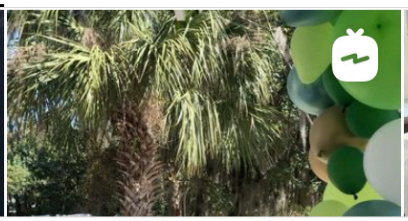
Society of Bluffton Artists

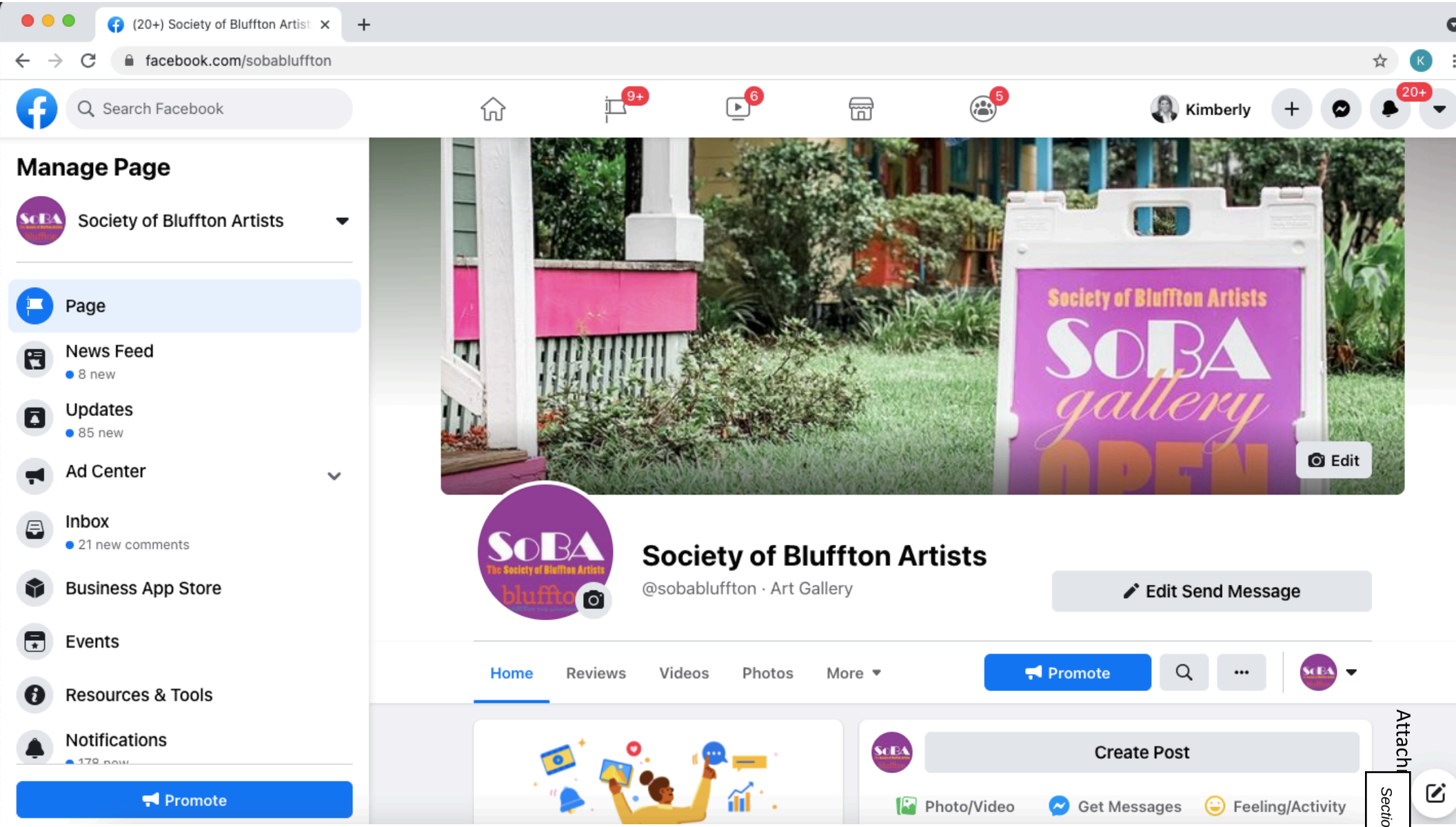
The HeART of Bluffton 🎨
Gallery, Workshops, Outreach
sobagallery.com
Corner of Church and Calhoun St, Bluffton, South Carolina

Edit Profile | Promotions | Insights
Saved | Contact | Add Shop

Bluffton HS

New

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Edit Send Message
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Videos
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More
Promote
Create Post
Photo/Video
Get Messages
Feeling/Activity

Quarterly Deadlines for application submittals:
June 30, September 30, December 31, and March 31

ACCOMMODATIONS TAX ADVISORY COMMITTEE

TOWN OF BLUFFTON, SOUTH CAROLINA

ACCOMMODATIONS TAX FUNDS REQUEST APPLICATION

For Office Use Only

Date Received: | Time Received: | By:

Date: March 31, 2021 | Total Project Costs: 55,500 | Total Amount Requested: 27,500

SUBMIT 15 COMPLETE COPIES OF APPLICATION

ANSWERS MUST BE TYPEWRITTEN

A. PROJECT NAME: Bluffton Juneteenth Celebration

B. ORGANIZATION: Bluffton MLK Observance Committee

MUST BE A NOT-FOR-PROFIT ENTITY

Sponsor Name: Jacqueline Brown | Title: Secretary, Bluffton MLK

Sponsor Address: PO Box 3737

Sponsor Phone: Bluffton, SC 29910

Contact Name: Katherine Louw | Title: Director of Good, Watterson Brands -

Contact Address: 1227 May River Road Bluffton, SC 29910

Contact Phone: 615-804-0758

C. DESCRIPTION OF PROJECT:

1. General Description: The Juneteenth events, scheduled for June 19 & 20, 2021 at the beautiful, new Burnt Church Distillery will celebrate Bluffton's rich, cultural heritage while spotlighting some of the amazing, local talent from our black community.
The family-friendly Saturday festival will be educational and entertaining, providing ample opportunities for guests to shop and sample a variety of local flavors while enjoying musical, dance, and spoken word entertainment.
Sunday's Jazz Brunch will offer smooth jazz entertainment with a special

2. If arts/cultural activity, give specific description of project (attach additional sheets, if needed).

The purpose of this event is to showcase our community's heritage and, to celebrate it, and to share it with all who come. Please see the attached tentative program outline, which lists confirmed artists and entertainers.

3. Impact on or benefit to tourism (if required under the law).

In 2019 out Juneteenth celebration drew a crowd of around 1,000 visitors to the Heyward House, and in 2020 those numbers doubled for the event at Eagle Field. We know that last year's event included attendees from Savannah, Charleston, Charlotte, and other regional locations.
With our expanded plans for advertising, and the addition of a Sunday event, we plan to promote Bluffton's Juneteenth Celebration as a weekend event and will include accommodations information on

4. Duration of project: Starting Date: June 19, 2021 Completion Date: June 20, 2021

5. Permits required (if any):

6. Additional Comments: The Bluffton MLK Observance Committee officially received status as a 501(c)3 organization in early March 2021 so there are no financials to share. Previous year's events have been done on a shoestring budget, with many vendors and artists donating their time and talents. This year, with the partnership of Burnt Church Distillery, and the momentum of becoming a

D. FUNDING:

1. Source of funds: Burnt Church Distillery, Other corporate sponsors (pending), Lowcountry Leg

2. Have you requested funding from other sources or organizations for this project? Yes

If yes, please list sources and amounts.

Burnt Church Distillery (includes some in-kind value) Amount: 13,000

Other corporate/foundation sponsors (pending) Amount: 10,000

Town of Bluffton (pending) Amount: 5,000

3. Contributions to the project by the sponsoring organization:

Bluffton MLK Observance Committee Amount: 2,500

E. FINANCIAL INFORMATION (ADHERE TO STRICTLY):

1. A line-item budget of the project.

2. Most recent fiscal year balance sheet and profit and loss accounting statement.

F. FINANCIAL GUARANTEES:

Provide a copy of official minutes wherein the sponsoring organization approves the project and commits the organization to financial responsiblity for carrying it out to the stage of completion contemplated in the application, should funding be approved.

G. PRIOR RECIPIENT'S REPORT (If you received prior ATAX funds): (Attach additional sheets, if needed):

1. How did you use the funds? NA

2. What impact did this have on the community or benefit tourism?
Describe how tourism statistics were captured.

3. Provide the previous two years and current budgets.

4. Include the **total annual funding** received each year that you applied.

H. ADDITIONAL COMMENTS: (Attach additional sheets, if needed):

Signature: Jacqueline Brown

APPLICATION FINAL CHECKLIST

(Complete and return this list with the application)

- [x] The application is being filed by the deadline as indicated in this application packet.
- [x] We have reveiwed and followed the application guidelines.
- [ ] We are submitting 15 complete copies of the application.
- [x] We will be prepared to make a verbal presentation to the Committee and answer questions when we are scheduled to do so.
- [x] **We did not bind the application (NO BOOKS or BINDERS).**

Accomodations Tax Funding
Final Report

You may record information directly on this form or create a separate document for more detailed responses.

1. PROJECT INFORMATION:

Organization Name:

Project Name:

Contact Name:

2. PROJECT COMPLETION:

Were you able to complete the project as stated in your original application?

If no, state discrepancies.

3. PROJECT SUCCESS:

Please share any additional comments regarding the project (e.g., lessons learned, successes, problems encountered, etc.)

4. PROJECT ATTENDANCE:

Record numbers in table below. Numbers are to reflect attendance and funds received for projects for both the current and previous periods.

	Prior Period	Current Period
Total budget of event / project		
Amount funded by Town of Bluffton Accommodatons Tax		
Amount funded by other sources		
Total attendance		
Total tourists		

5. Methods:

Please describe the methods used to capture the attendace data listed above (e.g., license plates, surveys, zip codes, etc.)

6. Project Budget:

Please attach report indicating project expenses compared to budget for the current grant.

7. Organization Signature:

Provide signature of official within organization, verifying accuracy of above statements.

Name: Title:

Signature: Date:

SoBA ATax Application

Final Report – 3:

We were able to pay our bills thanks to the Atax grant during this difficult time. Our income was reduced and we hope to recover that in the year to come. We learned that we are flexible and adaptable and we survived when other did not. We greatly appreciate the support of the community and especially the town of Bluffton.

ACCOMMODATIONS TAX ADVISORY COMMITTEE
STAFF REPORT
Department of Finance & Administration

MEETING DATE: May 18, 2021
SUBJECT: Society of Bluffton Artists: Promoting the Arts in the Lowcountry and Beyond
PROJECT MANAGER: Natalie Majorkiewicz, CGFO, Treasury Manager

Summarized below is the application from the Society of Bluffton Artists (SoBA) for Accommodations Tax grant dollars in support of advertising and promotion of tourism.

Requested Amount: $18,200.

Promoting the Arts in the Lowcountry and Beyond	Total Budget		Recommended ATAX Grant (50% of project budget)
Advertising and Promotion:	$ 36,400		$ 18,200
Total	**$ 36,400**		**$ 18,200**

Eligible "Tourism-Related Expenditures" per South Carolina Code of Laws include, *"advertising and promotion of tourism so as to develop and increase tourist attendance through the generation of publicity"* and "*promotion of the arts and cultural events"*

Advertising and Promotion:

- Total budget is $36,400
- Eligible budgeted expenses:
  - Regional Marketing: $7,000
  - Bragg Media: $27,900
  - Promotional Expenses: $1,500

Festival/Event: N/A
Bluffton Event: The gallery/education center is located at 6 Church Street in Old Town Bluffton.
Tourism Draw %: Due to COVID 2020 statistics were unable to be captured. The 2021 sales will be captured using the guest register.
Benefit to Tourism: Traditionally, SoBA has attracted and sold to over 60% tourists annually.
Self-Sufficiency % (Financial Need): Requesting $18,200, which is 50% of the advertising and promotion budget. .

Table Rating (Scores 0-5 with 5 satisfying the qualifications best, exception Advertising 0-15)

Amount Recommended	Advertising (15)	Tourism Draw % (5)	Benefit to Tourism (5)	Self-Sufficiency % (5)	Misc. (10)	Total of 40 possible	Comments
$18,200	N/A	N/A	N/A	N/A	N/A	N/A	Electronic Meeting

Previous Funding Amounts to Organization – Society of Bluffton Artists (SoBA)

Fiscal Year	Amount Requested	% of Budget	Advisory Committee Recommendation	Town Council Approved	Expended	Comments
2020	$16,000.00	50%	$12,000.00	$12,000.00	$ 12,000.00	
2019	14,000.50	50%	14,000.50	14,000.50	14,000.50	
2018	12,150.00	45%	12,150.00	12,150.00	12,150.00	

Accommodations Tax Committee Recommendations and Comments:

The Committee recommends funding $18,200 for advertising and promotion of tourism expenses.

Table Rating Matrix-----COMMITTEE AVERAGE POINTS------

		Points Awarded
Advertising possible total points - 15		
Part 1 - **5** points possible based on how much of the requested funds go toward advertising		
0% of funds go toward advertising	**0 points**	
1% - 20% of funds go toward advertising	**1 points**	
21% - 40% of funds go toward advertising	**2 points**	
41% - 60% of funds go toward advertising	**3 points**	
61% - 80% of funds go toward advertising	**4 points**	
81% - 100% of funds go toward advertising	**5 points**	
Part 2 - **10** points possible based on where the advertising is placed		
None of the funds go toward advertising	**0 points**	
Local newspapers/periodicals and electronic advertising (examples Island Packet, Bluffton Today)	**2 points**	
Local guides/periodicals specifically geared toward tourists with a shelf life of more than 30 days	**4 points**	
Larger regional publications and electronic marketing within 100 miles (example Charleston or Savannah newspapers)	**6 points**	
Newspapers/periodicals/electronic marketing to large, metropolitan areas outside of 100 miles away (example Atlanta Journal/Constitution, Charlotte newspaper, Washington Post ,Chicago Tribune)	**8 points**	
Nationally distributed newspapers/periodicals/electronic marketing (example, USA Today, New York Times, Time Magazine, Southern Living, airline in-flight magazines)	**10 points**	
Festival/Event possible total points - 5		
higher point value given to requests for festivals or events		
length of event or festival should be considered. Is it an all-day event versus a two-hour event?		
higher point value could be awarded for multi-day festivals		
Bluffton Event possible total points - 5		
higher point value given to events held within the town limits of Bluffton		
higher point value given to events spanning multiple locations?		
Tourism Draw possible total points - 5		
0% of attendees are tourists based on historical or projected information	**0 points**	
1% - 20% of attendees are tourists based on historical or projected info	**1 points**	
21% - 40% of attendees are tourists based on historical or projected info	**2 points**	
41% - 60% of attendees are tourists based on historical or projected info	**3 points**	
61% - 80% of attendees are tourists based on historical or projected info	**4 points**	
81% - 100% of attendees are tourists based on historical or projected info	**5 points**	
Benefit to Tourism (economy) possible total points - 5		
higher point value given to events that encourage overnight stays		
higher point value given to events that have local business participation		
Self Sufficiency possible total points - 5		
100% of budget from ATAX request	**0 points**	
80% - 99% of budget from ATAX request	**1 point**	
60% - 79% of budget from ATAX request	**2 points**	
40% - 59% of budget from ATAX request	**3 points**	
20% - 39% of budget from ATAX request	**4 points**	
1% - 19% of budget from ATAX request	**5 points**	
Miscellaneous possible total points – 10 (Only use if applicant does not qualify as a festival/event)		
Group Average Grand Point Total out of a possible 40 points		
Group Average % (out of 40 points)		

Grant Requests	Amount Requested	Advisory Committee Recommendation	Town Council Approved	Paid FY 2019	Paid FY 2020	Paid FY 2021	Remaining
Applications Received March 31, 2019							
Beaufort CO. PALs - Dixie Jr. Boys & Boys Baseball State Tournament	$ 54,950	$ 54,950	$ 54,950	$ -	$ -	$ -	$ 54,950
Beaufort CO. PALs - Dixie Youth Baseball Ozone State Tournament	59,500	59,500	59,500	-	-	-	59,500
Bluffton Historical Preservation Society: Annual Amount $190,000	190,000	190,000	190,000	-	149,450	-	40,550
Greater Bluffton Convention Visitors Bureau	47,990	43,990	-	-	-	-	-
Hilton Head Island Concours d' Elegance	17,500	17,500	17,500	-	15,830	-	1,670
Society of Bluffton Artists	14,001	14,001	14,001	1,206	12,795	-	-
Total Grants for 3rd Quarter Payments	**$ 383,941**	**$ 379,941**	**$ 335,951**	**$ 1,206**	**$ 178,075**	**$ -**	**$ 156,670**
Applications Received June 30, 2019							
Historic Bluffton Arts & Seafood Festival	$ 43,000	$ 43,000	$ 43,000	$ -	$ 27,078	$ 8,015	$ 7,906
Old Town Bluffton Merchants Society	25,000	25,000	25,000	-	14,951	8,481	1,568
Palmetto Bluff Conservancy: Annual Holiday Celebration and Tree Lighting	25,000	25,000	25,000	-	17,588	-	7,412
Palmetto Bluff Conservancy: May River Music Festival	60,000	60,000	60,000	-	38,600	-	21,400
Total Grants for 4th Quarter Payments	**$ 153,000**	**$ 153,000**	**$ 153,000**	**$ -**	**$ 98,218**	**$ 16,496**	**$ 38,286**
Applications Received September 30, 2019							
Farmers Market of Bluffton	$ 22,450	$ 22,138	$ 22,138	$ -	$ 4,458	$ 9,851	$ 7,828
Greater Bluffton Chamber of Commerce: Taste of Bluffton 2020	50,000	40,318	40,318	-	3,087	8,401	28,831
Hilton Head Symphony Orchestra: Symphony Under the Stars	18,000	18,000	18,000	-	12,136	-	5,864
Lowcountry Gullah: LowcountryGullah.com	N/A	N/A	-	-	-	-	-
Visitors and Convetion Bureau Inc.: The Bluffton Welcome Center	N/A	N/A	-	-	-	-	-
Total Grants for 1st Quarter Payments	**$ 90,450**	**$ 80,456**	**$ 80,456**	**$ -**	**$ 19,681**	**$ 18,252**	**$ 42,523**
Applications Received December 31, 2019							
Celebrate Bluffton, Inc.	$ 7,132	$ 7,132	$ 7,132	$ -	$ -	$ 1,018	$ 6,114
May River Theatre, Inc.	14,520	14,520	14,520	-	-	-	14,520
Visitors and Convetion Bureau Inc.: The Bluffton Welcome Center	50,000	N/A	-	-	-	-	-
Total Grants for 2nd Quarter Payments	**$ 71,652**	**$ 21,652**	**$ 21,652**	**$ -**	**$ -**	**$ 1,018**	**$ 20,634**
Applications Received March 31, 2020							
Bluffton Historical Preservation Society: Annual Amount $190,000	$ 190,000	$ 190,000	$ 190,000	$ -	$ -	$ 68,062	$ 121,938
Palmetto Bluff Conservancy: Well Living	100,000	66,095	N/A	-	-	-	-
Society of Bluffto Artists (SoBA)	16,000	12,000	12,000	-	1,117	10,883	0
Total Grants for 3rd Quarter Payments	**$ 306,000**	**$ 268,095**	**$ 202,000**	**$ -**	**$ 1,117**	**$ 78,945**	**$ 121,938**
Applications Received June 30, 2020							
Historic Bluffton Arts & Seafood Festival	$ 17,000	$ 17,000	$ 17,000	$ -	$ -	$ 6,499	$ 10,501
Old Town Bluffton Merchants Society	22,600	22,600	22,600	-	-	5,796	16,804
Total Grants for 4th Quarter Payments	**$ 39,600**	**$ 39,600**	**$ 39,600**	**$ -**	**$ -**	**$ 12,295**	**$ 27,305**
Applications Received September 30, 2020							
Hilton Head Symphony Orchestra: BravoPiano! Festival Concert	$ 6,000	$ 6,000	$ 6,000	$ -	$ -	$ -	$ 6,000
Total Grants for 4th Quarter Payments	**$ 6,000**	**$ 6,000**	**$ 6,000**	**$ -**	**$ -**	**$ -**	**$ 6,000**
Applications Received December 31, 2020							
Farmers Market of Bluffton	$ 33,800	$ 33,800	$ 33,800	$ -	$ -	$ 3,258	$ 30,542
Total Grants for 4th Quarter Payments	**$ 33,800**	**$ 33,800**	**$ 33,800**	**$ -**	**$ -**	**$ 3,258**	**$ 30,542**
Applications Received March 31, 2021							
Bluffton MLK Observance Committee	$ 27,500	$ 27,500	$ -	$ -	$ -	$ -	$ -
Bluffton Historical Preservation Society: Annual Amount $169,000	169,000	169,000	-	-	-	-	-
Society of Bluffto Artists (SoBA)	20,000	18,200	-	-	-	-	-
Total Grants for 4th Quarter Payments	**$ 216,500**	**$ 214,700**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Total Grants	**$ 1,300,943**	**$ 1,197,243**	**$ 872,459**	**$ 1,206**	**$ 297,091**	**$ 130,264**	**443,898**

Recommendation of Motions

1. "I make a motion to adopt the Resolution for the FY2022 budget and marketing plan presented by the Hilton Head Island-Bluffton Chamber of Commerce in accordance with contract 2019-33 as the Town of Bluffton's Designated Marketing Organization."

2. "I make a motion to grant the Bluffton MLK Observance Committee $27,500 in support of the Bluffton Juneteenth event as presented in the Staff Report breakdown for advertising and promotion of tourism, facilities for civic and cultural events expenses, municipality services, and tourist transportation."

3. "I make a motion to adopt the Resolution renewing Memorandum of Agreement 2017-69 for an addition fiscal year term beginning on July 1, 2021 through Amendment 3 between the Town of Bluffton and the Historic Bluffton Foundation for Welcome Center services."

4. "I make motion to grant the Society of Bluffton Artists $18,200 in support of the Promoting the Arts in the Lowcountry and Beyond project as presented in the Staff Report breakdown for advertising and promotion tourism expenses."

TOWN COUNCIL

STAFF REPORT
Executive Office

MEETING DATE:	June 8, 2021
PROJECT:	Consideration of a Resolution Memorializing the Watershed Management Building located at 1261 May River Road in Honor of the Legacy of Community Contributions and Public Service Rendered by Jennie Kitty
PROJECT MANAGER:	Lisa Cunningham, Interim Assistant Town Manager

RECOMMENDATION:

Request Town Council consideration of a Resolution Memorializing the Watershed Management Building located at 1261 May River Road in Honor of the Legacy of Community Contributions and Public Service Rendered by Jennie Kitty as "Jennie Kitty Municipal Building."

BACKGROUND/DISCUSSION:

Mrs. Jennie Kitty has made a long-lasting contribution of public service to the Bluffton Community. Her motto was "If I can help somebody as I travel along the way then my living shall not be in vain."

Mrs. Kitty, a native of the Lowcountry and a graduate of the Penn School on St. Helena Island, was the first African-American Licensed Practical Nurse in the Bluffton community and acted as midwife for thirty-nine children born in the Bluffton community when travel to the nearest hospital was not readily available.

Mrs. Kitty worked at the Bluffton Health Clinic which is located on 1261 May River Rd as a medical professional, Mrs. Kitty worked tirelessly with Dr. Donald Gatch despite facing active resistance from forces throughout the area and the state at large. Mrs. Jennie Kitty's efforts to expose the problems caused by intestinal parasites and her work on curing infected individuals helped countless individuals and families in Bluffton and beyond.

In addition to her work in the medical field, in 1964, Mrs. Kitty petitioned President Lyndon B. Johnson for funding to establish the Bluffton Day Care Center, now known as the Bluffton Community Center, a nonprofit that has served Bluffton's residents, young and old, for over six decades.

NEXT STEPS:

Pending Town Council approval of the Resolution, staff will work with the Kitty Family to establish a date for the dedication ceremony honoring the late Jennie Kitty.

ATTACHMENTS:

1. Resolution Memorializing the Watershed Management Building located at 1261 May River Road in Honor of the Legacy of Community Contributions and Public Service Rendered by Jennie Kitty.
2. Language for Motion to Approve.
3. Background Information.

RESOLUTION

MEMORIALIZING THE WATERSHED MANAGEMENT BUILDING LOCATED AT 1261 MAY RIVER ROAD IN HONOR OF THE LEGACY OF COMMUNITY CONTRIBUTIONS AND PUBLIC SERVICE RENDERED BY JENNIE KITTY

WHEREAS, the Town Council of the Town of Bluffton, South Carolina, believes it fitting and necessary to recognize the unforgettable and exemplary mark that the late Jennie Lavonia Williams Kitty left on the history, character, and people of the Town of Bluffton and Beaufort County; and,

WHEREAS, Jennie Kitty, a native of the Lowcountry and a graduate of the Penn School on St. Helena Island, was the first African-American Licensed Practical Nurse in the Bluffton community and acted as midwife for thirty-nine children born in Bluffton when travel to the nearest hospital was not readily available; and,

WHEREAS, as a medical professional, Mrs. Kitty worked tirelessly with Dr. Donald Gatch to expose the nation to the threat of chronic malnutrition and intestinal parasites that were plaguing much of Beaufort County and the American South, despite facing active resistance from forces throughout the area and the state at large; and,

WHEREAS, Mrs. Kitty's efforts to expose the problems caused by intestinal parasites and her work on curing infected individuals helped countless individuals and families in Bluffton and beyond; and,

WHEREAS, in addition to her work in the medical field, in 1964, Mrs. Kitty petitioned President Lyndon B. Johnson for funding to establish the Bluffton Day Care Center, now known as the Bluffton Community Center, a nonprofit that has served Bluffton's residents, young and old, for over six decades; and,

WHEREAS, the Town Council of the Town of Bluffton, South Carolina, wishes to honor the achievements and contributions that Jennie Lavonia Williams Kitty made during her life by naming the Town of Bluffton's Watershed Management Building after her.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Bluffton, South Carolina, that the Watershed Management Building located at 1261 May River Road shall henceforth be named the "Jennie Kitty Municipal Building."

THIS RESOLUTION SHALL BE EFFECTIVE IMMEDIATLEY UPON ADOPTION.
SIGNED, SEALED AND DELIVERED AS OF THIS _____ DAY OF JUNE, 2021.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

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

MOTION LANGUAGE

" I move to approve the Resolution Memorializing the Watershed Management Building located at 1261 May River Road in Honor of the Legacy of Community Contributions and Public Service Rendered by Jennie Kitty, as presented"

Janie L. Kitty
Bluffton, South Carolina

A native of Beaufort County and educated in Beaufort County Schools, Mrs. Kitty considers Bluffton her adopted home after her marriage to a Bluffton native.

She is being recognized for her efforts in getting day care services to her community in 1964. Today more than fifty children attend day care at the Bluffton Community Center, Goethe Road which was built by the community.

In 1969, Mrs. Kitty accompanied Senator Strom Thurmond (now Congressman Thurmond) on a tour of the poor living condition in Bluffton, this visit was prompted through the work of Dr. Donald Gatch (deceased) who drew attention to children being infested by Intestinal Parasites (Stomach Worms). The result of this visit, a Senate hearing, write-up in the Esquire Magazine, and a documentary by National Television resulted in the two county Beaufort-Jasper Comprehensive Health Clinic.

A former state certified mid wife, Mrs. Kitty is employed by the state at the Hilton Head Health Center as a Nurse Assistant and Clinical Nurse Assistant for the past 21 1/2 years.

Today, Mrs. Kitty goes above and beyond her duties as an employee and provides assistance to the poor, sick, and underpriviledged of Bluffton and Hilton Head Island. She has organized fund raisers for burn out families, clothes for children and most recently an effort to help a student prepare for college.

A devout Baptist, Member of First Zion Baptist Church where she serves as President of Senior Choir, member of the Ladies Auxiliary, Missionary Society and Program/Planning Committee.

Although she does not carry a beeper, Mrs. Kitty is on call 24 hours a day for her community.

Mother of five children (4 sons, 2 daughter) grand mother of [redacted]

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
WASHINGTON, D.C. 20250

OFFICE OF THE ADMINISTRATOR

MAY 16 1969

Mrs. Jennie Kitty
P. O. Box 55
Bluffton, South Carolina

Dear Mrs. Kitty:

The Vice President has asked me to thank you for your recent letter concerning the construction of a kindergarten building to be used to care for children of working mothers. Your interest and concern for the young children in your community is very much appreciated.

Title III (a) of the Economic Opportunity Act, administered by the Farmers Home Administration, authorizes loans to low income rural residents for the financing of nonfarm small businesses. Individuals may receive loans of up to $3,500 at 4-1/8 percent interest. For complete information on this program and whether or not we can assist you in the construction of the building you need to contact Mr. Wilbert Campbell, ASC County Office Building, Highway 170, P. O. Box 4310, Beaufort, South Carolina 29902, FHA County Supervisor for Beaufort County.

Also, you may want to contact the Beaufort-Jasper Office of Economic Opportunity in [illegible], and, a community action agency serving these counties. They may be able to provide some assistance to help you establish a kindergarten.

Please let us know if we can provide additional information.

Sincerely yours,

Howard Bertsch

Administrator

State of South Carolina

Service Certificate

Awarded To

JENNIE L. KITTY

Upon retirement after 24 years of loyal and faithful service to the State and as a lasting expression of best wishes from officials and employees for many years of happiness and good health.

Given under my hand and seal 22nd day of OCTOBER 19 92

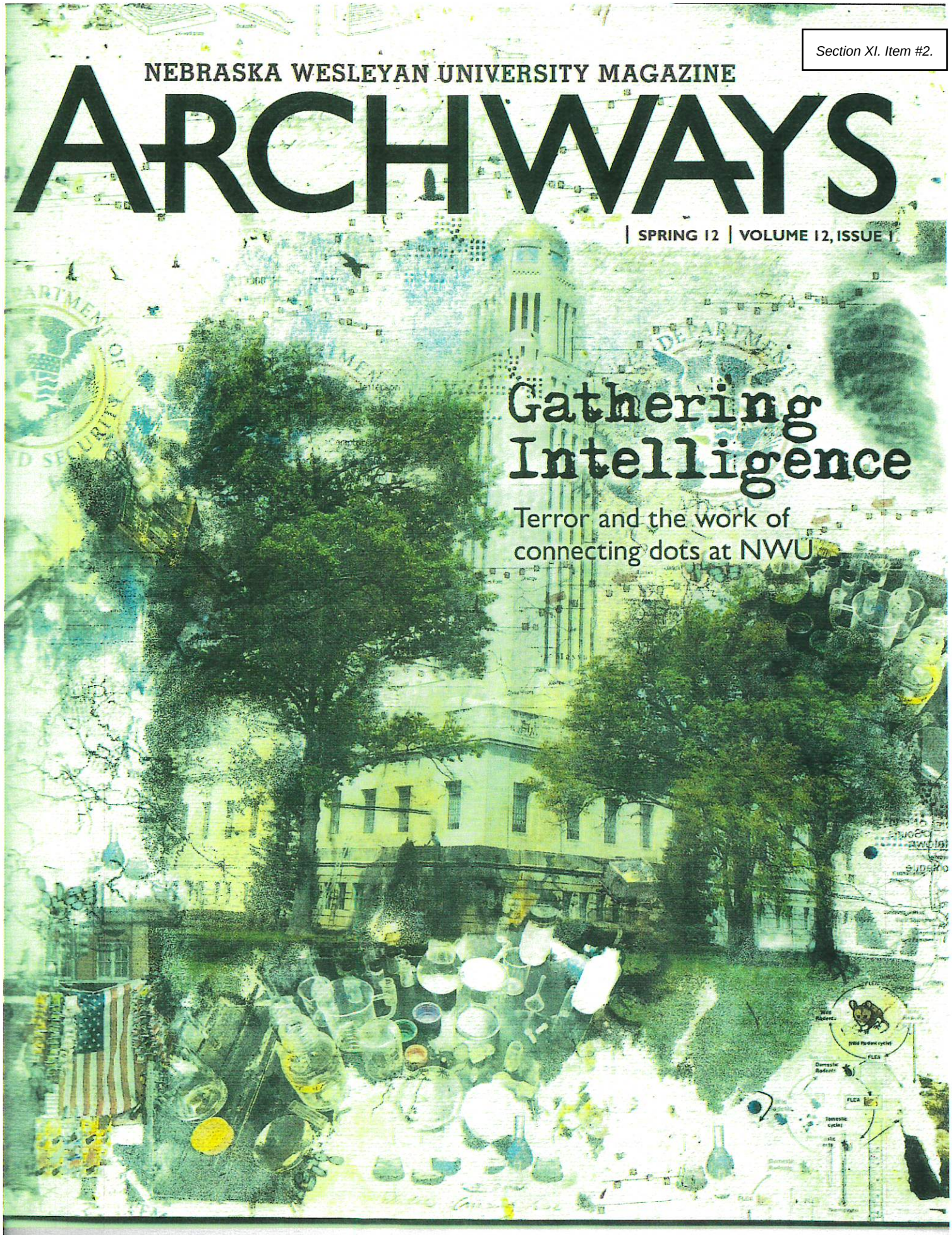
Thomas E Brunson
Agency Director

Governor

NEBRASKA WESLEYAN UNIVERSITY MAGAZINE

ARCHWAYS

| SPRING 12 | VOLUME 12, ISSUE 1



Gathering Intelligence

Terror and the work of connecting dots at NWU

TRUTH LIKE A HIPPO

One late alumnus's tireless push for truth in health care

Hippopotamuses are not native to Cambodia. But if you're relentless—if you have a bit of Sisyphus in you—you may push one there. Keep in mind, however, that heavy things don't care for uphill journeys. And what refuses to budge in one direction is a threat to pitch and roll in another.

Once it started moving, the force that pushed and overturned **Dr. Donald E. Gatch's** ('33) jeep in Cambodia back in 1980 could not be stopped. The jeep rolled with Dr. Gatch inside. And when it finally did stop, the loudest mouthed country doctor to ever practice medicine in the state of South Carolina fell quiet and died.

~

Dr. Gatch died 30 years ago on a trip to Cambodia to treat refugees. But that's not the work he's most remembered for. Gatch made his reputation—or some would say, destroyed it—as a young physician in the late 1950s and '60s working in and around Bluffton, S.C., a small town on the state's southern coast.

That's where he first stepped behind an especially foul and stubborn hippo and started pushing.

Gatch's rural patients near Bluffton included many destitute African-Americans. He witnessed among them alarming sights. Not just of malnutrition, but of starvation. And he saw parasites at levels redolent of the Third World.

He described one case to *Esquire*'s Bynum Shaw in a June 1968 article ("Let Us Now Praise Dr. Gatch") from which Gatch's quotes here, unless otherwise

Gatch graduated from NWU in 1953, eager to make a difference.

noted, are taken. Not ever 30 Gatch made an emergency house call to the isolated home of a woman on remote Daufuskie Island. He found her near death on her filthy bed. "Her arms, her legs—her entire body was full of maggots," Gatch remembered. "Medical books don't describe that condition, not the complete infestation of the body. How do you treat maggots?"

The woman died, and her grisly image stayed with the young general practitioner.

In 1962, Gatch led a group of physicians from the Public Health Service's National Institute of Allergy and Infectious Diseases in a study of the prevalence of

What's good about going into a dirty shanty and delivering a baby on newspapers spread out on the floor?

roundworm and whipworm cases in Bluffton. He walked down Bluffton's Goethe Lane and collected 1.2 stool samples from residents. Results, which Gatch published in the January 1963 issue of *Public Health Reports*, revealed an infection rate above 80 percent among children under 5.

Not everyone found these results worrisome. "People say, 'Worms! What's so bad about that? Everybody has worms, one time or another,'" Gatch said. "Sure they do. Treated, worms are no problem. White kids, kids in families with just a little money, get treatment. The kids I'm talking about don't get treated. Or the adults. And nobody knows how many there are, and nobody's trying to find out."

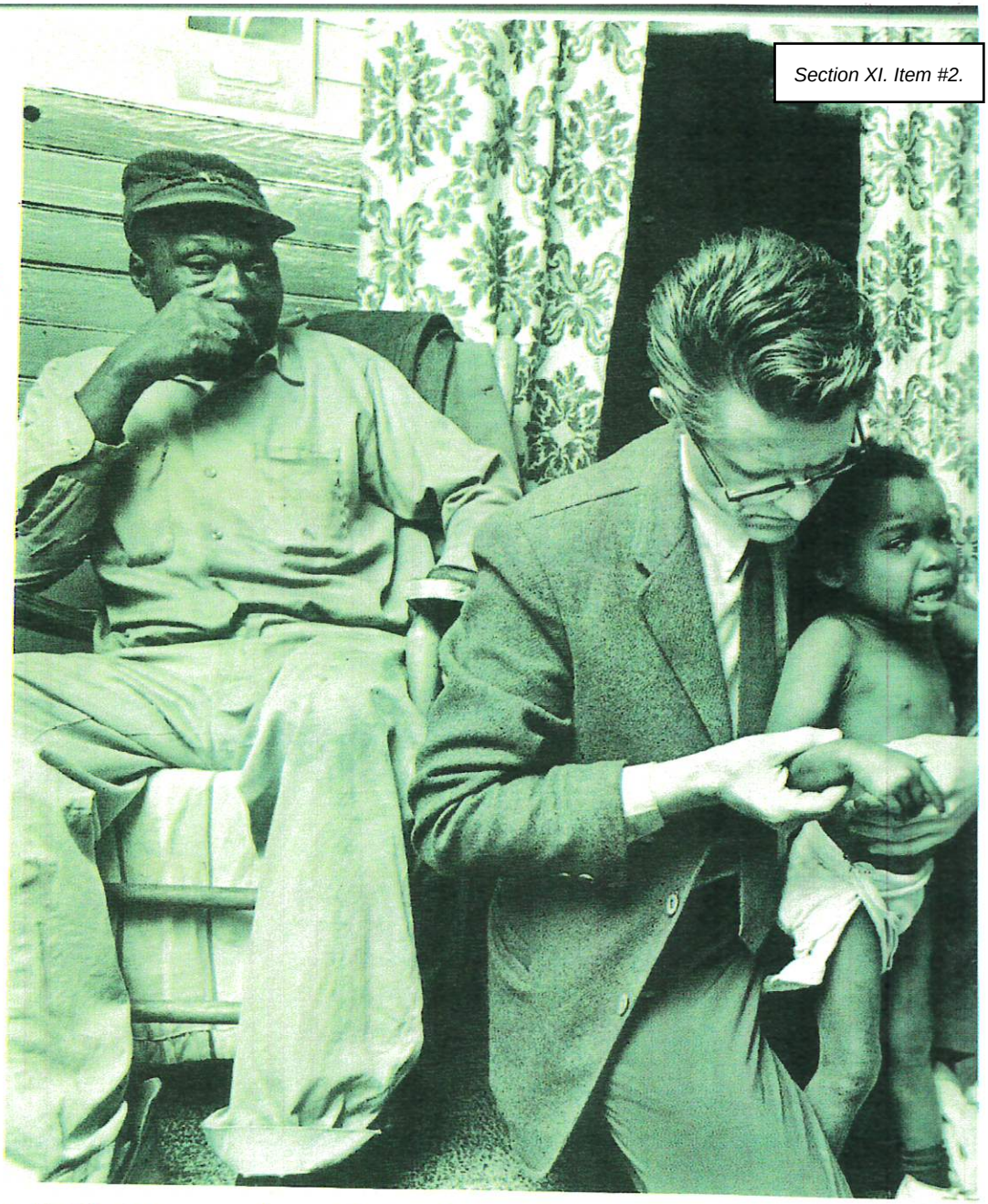
Gatch saw that willful ignorance as nothing short of lethal. Shaw wrote, "[Gatch] personally had presided at eight deaths which he could honestly attribute only to hunger… [all of whom] were Negroes whose strength had been sapped by worms."

His outspoken reaction to these conditions—his willingness to push the issue—was just one of the things that set Gatch apart from his professional peers.

Gatch, a liberally educated young physician from a farm near McGrew, Neb., a few miles southeast of Scottsbluff, did not fit into South Carolina's medical establishment. "Gatch is not the ordinary member of the medical profession," Shaw wrote. "[H]e regards even the poor or illegitimate Negro as a human being, he reads books and listens to music of every beat; and gradually he came to be regarded as a medical troublemaker."

Gatch didn't reserve his criticism for the white mainstream's disinterest in whatever might be living in the guts of poor blacks. He also criticized the out-of-hospital delivery system through which the majority of the state's black babies were born—the same system that a colleague had called "one of the best-organized and most closely supervised midwife programs in the entire U.S.A."

Gatch questioned the entire



[The county health officer] denied that any death in Beaufort County... had been the result of malnutrition.... Gatch, he all but explicitly stated, was lying.

notion of home deliveries in squalid conditions. "What's good about going into a dirty shanty and delivering a baby on newspapers spread out on the floor?"

While Gatch was adamant such deliveries should take place in clean and equipped hospitals, he was nonetheless eager to support midwives and mothers when deliveries grew complicated. Jennie Kitty was one such midwife and nurse working in Bluffton in the 1960s. She remembered one delivery where she saw what no midwife wants to see first: a tiny foot.

Kitty called Dr. Gatch. "I wouldn't have called anyone else," she said. "He was doing God's work, helping people whether they had any money or not." Gatch arrived and was able to slide and turn the baby around, avoiding a dangerous breech delivery.

Kitty recalled another case where severe hemorrhaging required Gatch's quick intervention. With the hospital too far away, Kitty was able to whisk the patient to Gatch's clinic. "It wasn't the blood that got to me," she recalled, "but there was something about the click-clack sound of his instruments working. I can still hear it, just like I can still hear his voice. I got all woozy and he told me, 'Go to the door and get some air and come back.'" She did so, but the metallic sounds of Gatch's work trying to stop the bleeding still left her faint. Kitty laughed at the memory. "He told me, 'Damn, Kitty! Can't you stand a little blood?'"

The friendly familiarity between white doctor and black nurse wasn't exactly typical at that time and place. Nor was Gatch's integrated waiting room. Many local whites found the absence of segregated waiting rooms unpardonably offensive. "It never occurred to me to segregate the sick," he said.

All of it was too much for local physicians and whites. Beaufort County Health Officer Dr. H. Parker Jones began a campaign to discredit the young Nebraskan. "I have been in public health for more than 15 years," Jones said, "and I have never seen a case of starvation or extreme malnutrition." He denied that any death in Beaufort County in the preceding year had been the result of malnutrition or intestinal parasites. Gatch, he all but explicitly stated, was lying.

Jones, or any physician who remained inside the bounds of the county hospital, could very well traverse their entire careers without seeing the squalor or desperation Gatch had seen. But the anomalousness of Gatch's perspective didn't make it false. "These patients don't get to large medical centers," Gatch said. "They die before they get there."

Gatch's outspokenness created enemies in Beaufort County. It also earned him fiercely loyal friends. Among nurses, Gatch's popularity extended beyond Jen-

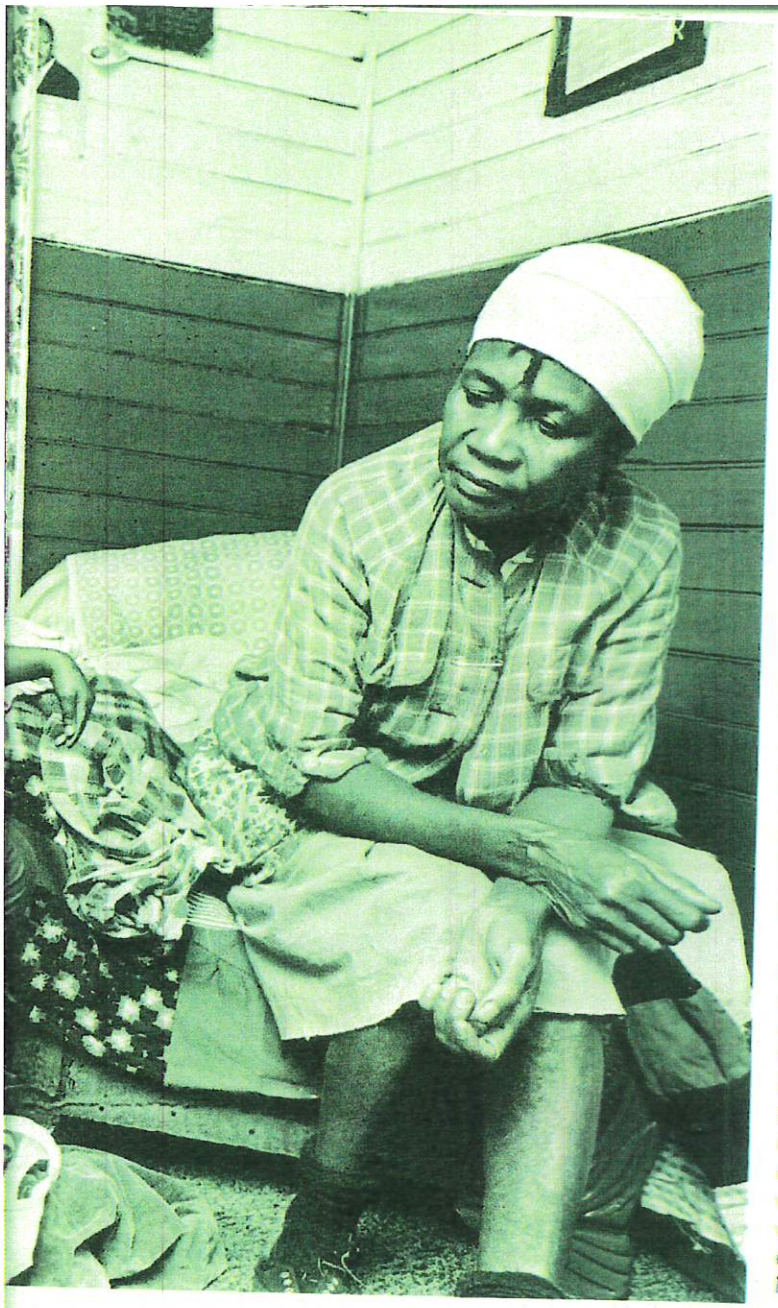


Photo by Edward Hausner
The New York Times/Redux

nie Kitty. "My mother was one of the few black licensed practical nurses in those days," said Thomas Barnwell, Jr., of Hilton Head Island, S.C. "She told me, 'Junior, you've got to meet this doctor. You need to get involved and help him.'"

Barnwell followed his mother's advice and began a friendship that would last the remainder of Gatch's life. "That man got my head in the direction of health care needs." Barnwell's head would remain fixed in that direction throughout his career, and he went on to form what is known today as Beaufort Jasper Hampton Comprehensive Health Services (BJHCHS). "Don and I would talk about these issues—about clean water and access to care. I was able to articulate that and put it into place because of him," he said. "They never made another like him again."

Friends like Kitty and Barnwell would see Gatch through his growing conflicts within and without the white medical establishment. Joining Dr. Jones in the effort to discredit Gatch were the county's 14 other physicians. They claimed in a statement released by Beaufort County Memorial Hospital's chief of staff that the cases Gatch decried were "rare" and primarily caused by black mothers' "parental inexperience, indifference or gross neglect."

Gatch's reaction: "Whose indifference? Whose neglect?"

~

Forty-four years later, those four words struck Associate Professor of Biology Angela McKinney as quintessential Nebraska Wesleyan questions. "Our students realize it's important to know more than just the science," she said. "They need to know how to make connections." Hearing his story, McKinney said it was clear that Gatch had that ability to connect—"that ability to see the roles that small parts play in a larger whole."

While any med student can tell you that the whipworm relies on its host's diet, a liberal arts education helps students see that the same whipworm feeds also on public apathy. Without willful blindness, the parasite running rampant then in the intestines of black children in Bluffton, S.C., would fare no better than it would have in those of middle class white children in Lincoln, Neb.

Recognize the connection between this worm and that blind eye, McKinney said, and the cure becomes something more than a simple regimen of medication. "The cure is education. The cure is advocacy. The cure is relentless service."

Six decades after Gatch's graduation, Nebraska Wesleyan's Biology Department continues to work instilling that same kind of vision and dedication in its students. Associate Professor of Biology Cody Arenz coordinates Nebraska Wesleyan's chapter of the biology honorary Tri Beta. He has implemented a volunteer requirement for all NWU members. The message that requirement sends to biology students is clear: Being a leader in this department requires doing more than just your homework. It requires involvement and service.

McKinney said the department's international trips are equally important in equipping students to draw essential connections. "When we take students to Costa Rica or Honduras to study marine biology," she said, "they see more than the reefs. They see industry. They see tourism. They see the local population. They see how all these things overlap to shape an interconnected environment. The value of that kind of firsthand look is just tremendous."

~

Back in Bluffton, Gatch gave Shaw a firsthand look at the conditions of the county's destitute black families. They walked through shanties and met the malnourished children living there. "Some of these kids won't [survive]," he said. "They'll die. Of pneumonia. Something like that. If they had decent food and decent shelter they wouldn't get pneumonia. And that's what I mean when I say people down here are starving to death."

> *The cure is education. The cure is advocacy. The cure is relentless service.*

He said, "The statistics call me a liar. 'Not a single case of starvation.' I call the statistics a lie."

Gatch's tenacity helped open

the eyes of powerful people. "He built a trail from Bluffton to the state capitol," Barnwell said. "He built a trail from Bluffton to Washington, D.C."

He helped change powerful minds, including that of Ernest Hollings, South Carolina's governor from 1959 to 1963 and U.S. senator from 1966 to 2005. "I know as a public official, I am late to the problem," Hollings told the U.S. Senate Select Committee on Nutrition and Human Needs in 1969. "As governor, I had to put first things first. ... [I]ndustrial development plus state pride resulted in the public policy of covering up the problem of hunger. ... You don't catch industry with worms—maybe fish, but not industry."

Gatch's advocacy pushed Senator Hollings to see firsthand what Governor Hollings had ignored. "There is hunger in South Carolina," Hollings told the committee. "In Beaufort County, I visited a shack in which 16 persons lived and there was no light, no heat, no running water, hot or cold, no bath, no toilet. The entire store of food consisted of a slab of fatback, a half-filled jar of locally harvested oysters, and a stick of margarine. ... In the same house one small child had rickets and another was recovering from scurvy."

He described another area in the state where "38 families were required to use one toilet, the seat of which had been burned for firewood."

For the remainder of his life, Gatch kept pushing for more and more people to see this truth. When called a liar, he kept talking about the Third World conditions around him. When pushed to resign, he kept on telling that truth. Through the blatantly fabricated accusations that he was a sodomite and a pederast, the relentless Gatch just kept telling the truth.

Unhappy with the attention Gatch brought to the ugly conditions in South Carolina, the Ku Klux Klan came calling. Gatch received threatening phone calls. Someone saw fit to fire a gun in his general direction.

> *When the KKK got wind we were there, they didn't come back.*

Whenever Jennie Kitty needed help, she called on Dr. Gatch. Now, afraid for his life and the safety of his family, Gatch called Kitty. "I need your help," he said.

At first, Kitty thought he must be swamped with patients and in need of an extra nurse. But she quickly got the picture. "He was going to spend the night at his clinic." If the worst was coming, he didn't want anything to happen to his family. "And I didn't want anything to happen to Dr. Gatch. He told me, 'You know who to call.'"

Kitty, now 81, has the tendency when speaking of the past to refer to herself in the third person. "Kitty said, 'Say no more!' It's a good thing I had Dr. Gatch, and it's a good thing Dr. Gatch had Kitty."

Kitty called Barnwell, who in turn called nine or 10 other reliable friends. Shotguns in hand, Barnwell and the others formed a perimeter around Gatch's clinic on that first night. "They hid in the trees, waiting," Kitty remembered. Meanwhile, Gatch's wife, Anita, and their two young sons, Rex and Eric, spent that first scary night at Kitty's home. "I gave Mrs. Gatch my bed," Kitty said.

"When the KKK got wind we were there, they didn't come back," Barnwell recalled. The family felt safe enough to return home the next day. For the next five or six nights, they slept there inside a ring of protective, watchful friends.

The motivation to protect Gatch through those nights came easily. "We were mostly military folks. All of us black," said Barnwell. "All we had to do was kick it in gear!"

Thus protected, Gatch could continue practicing medicine and pushing for change. "The quality of service he provided allowed his patients to feel like human beings," Barnwell said.

~

"He got it," McKinney said in her Olin Hall office. "He understood." She turned in her chair and began searching her cabinet for a file. As she looked, she spoke about how satisfying it is for a professor to see lights flash in students as they begin making those connections. "Here it is!"

She turned back to her desk with a packet of papers—an application one of her current students, Sarah Hotovy, submitted for an internship opportunity in Indonesia with the Humana Foundation for Social Research. "Listen to what she wrote: 'You cannot improve someone's health without addressing their access to education, and you cannot address issues of education without addressing someone's living situation, and you cannot address issues of living without addressing the governmental policies which perpetuate low standards of living.'

"She gets it the same way Dr. Gatch did." (Read more about Hotovy's interest in public health on page 9.)

McKinney said a science education in the liberal arts advances this mentality that seeks connections leading to the root of complex problems. It gives smart and principled people the footing and the voice they need to push hard for difficult truths.

Kitty, for one, misses that voice in Dr. Gatch. "I'd give anything to hear him talk." She squeezed and smoothed her own voice—an octogenarian South Carolinian playfully imitating the young Nebraskan she remembered. "'*How can I help you, Kitty?*'" She laughed at her memories. "I could listen to him talk all day."

The sound of that voice is lost to most of us. But the truth of his words is still there, and as striking today as it ever was.

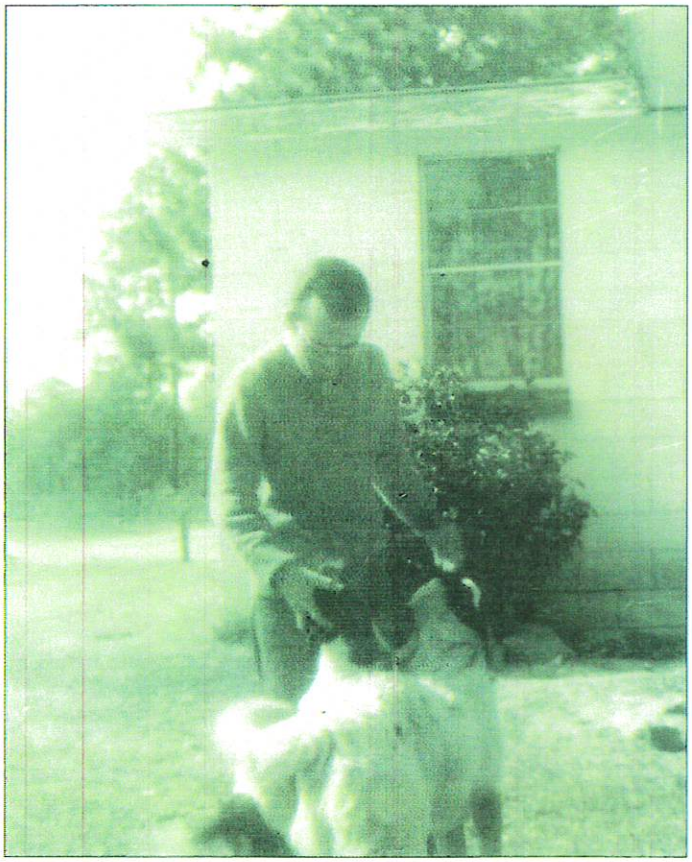
"I used to think truth was like a flash of lightning," Gatch said. "You couldn't mistake it. I don't believe that anymore." He said, "Truth is like a hippopotamus. You've got to keep prodding it, or it won't move."

~

All these years after his untimely death, we're left to wonder what Dr. Gatch would think about today's South Carolina, Cambodia or Nebraska Wesleyan University. Would he be heartened by all that's changed for the better, or frustrated by what remains undone? What connections would he draw between his past and our present?

He certainly wouldn't find truth's hippo still loafing in the mud where he left it. More and more people have since joined the push that was his legacy.

Dr. Gatch's push remains a part of our shared inheritance as Nebraska Wesleyan alumni, whether or not we ever knew him. In that way, maybe the glimmers of Dr.



With every physician and most white patients in the county against him, Dr. Gatch could have easily adopted President Truman's saying, "If you want a friend in this life, get a dog." But Gatch's true friends stuck by him through threats and allegations.

Gatch that Prof. McKinney saw in one of her current students are real.

Maybe Gatch is there, too, in Scott Young ('01) as he directs the Food Bank of Lincoln and speaks, as loudly as he must, about ongoing hunger issues in Nebraska. We might glimpse Gatch again in Dr. Scott Shipman's ('91) willingness to speak an uncomfortable truth to today's medical establishment. He published a 2011 study that showed a disinclination among pediatricians and family physicians to work in the poor and rural areas where they're needed most (see "Alumnus Studies Thick and Thin of Pediatric Care", summer 2011).

In 1975, Gatch left South Carolina to treat patients on the Navajo Reservation near Rough Rock, Ariz. And Bamwell continued running Beaufort Jasper Hampton Comprehensive Health Services. "I recruited all these young black professionals to come back home," Bamwell said. One of his recruits, Roland Gardner, would take the reins at BJHCHS after his retirement. He serves as its chief executive officer today.

While Gardner didn't know Dr. Gatch well, he remembered taking his ailing grandfather to appointments with him. "We'd drive an hour to see him," Gardner said. "It didn't matter that other clinics were much closer. My grandfather was very fond of Dr. Gatch."

When BJHCHS added a new facility in Hardeeville, S.C., shortly after Gatch's death in 1980, Gardner said no one had to think for very long what to name the new clinic. The program from the Donald E. Gatch Medical Center's dedication read in part that Gatch "asked only that we who complain amidst our abundance awaken our minds to the suffering around us. He showed us the path of service to our fellow man."

Despite the hatred some whites had expressed just a decade earlier, Gardner said the medical center's name was warmly received. "People recognized he was telling the truth. The community was embarrassed by it then." Some people lashed out. But times change. People change. Even hippos move.

Jennie Kitty was initially reluctant to speak on the record for this article. "What if those people [who had threatened to kill Dr. Gatch] read this? My grandkids said, 'Oh, Grandma, they're all dead and gone.' Yeah, but they have kids, don't they? What about them? And my grandkids say, 'They don't know anything about this. And besides, they don't think that way anymore.'

"So I thought about it and I said I'll do it. I'll do it for Dr. Donald E. Gatch."

Dr. Donald E. Gatch: certified mouth runner. Professional world changer. Licensed pusher of immovable hippos.

"The people who ostracized Dr. Gatch before," Gardner said, "would be ashamed today."

But that sense of shame isn't the only thing to change in Beaufort County, Gardner said. "Beaufort County is now one of the healthiest in South Carolina." He calmly listed the same factors that Gatch had shouted out 44 years earlier. The life-saving impact of better septic systems and cleaner water. The deaths avoided through safer obstetrics. The access to affordable and reliable childcare.

> *I used to think truth was like a flash of lightning.... Truth is like a hippopotamus. You've got to keep prodding it, or it won't move.*

Gone today are the outdoor privies. The dirty wells. The shanty births over spread out newspapers. Daufuskie Island, where Gatch had watched a woman die of maggots, is known today not for its health concerns, but for its white beaches and golfing. And the county's infant mortality rate, Gardner said in his quiet, matter-of-fact voice, has dropped by more than two-thirds since the early 1970s.

These are truths worth shouting. ∩

Find old news footage of Dr. Gatch treating a malnourished toddler at archways.nebrwesleyan.edu.

H. 4111.
Introduced by Representatives Herbkersman and W. Newton.

A HOUSE RESOLUTION

TO REMEMBER AND CELEBRATE THE LIFE OF JENNIE LAVONIA WILLIAMS KITTY OF BEAUFORT COUNTY AND TO EXTEND DEEPEST SYMPATHY TO HER LOVING FAMILY AND HER MANY FRIENDS.

WHEREAS, the members of the South Carolina House of Representatives were saddened to learn of the death of Jennie Lavonia Williams Kitty at the age of ninety on March 4, 2021; and

WHEREAS, born in Port Royal on July 4, 1930, Jennie Kitty was the daughter of the late Thelma Williams and Jacob Williams. She graduated from Robert Smalls High School and continued studies in nursing at Penn Center on St. Helena to become a credentialed nurse midwife, delivering thirty-nine children during her career; and

WHEREAS, after a while in New York City, she returned to the Lowcountry, where she met and married her beloved husband, the late Deacon Renty "Busby" Kitty, Sr. They reared nine fine children: Harold Williams of Baton Rouge, Louisiana, and Robert "Brother Kitty," Brenda "MeMe" Kitty, Reverend Dr. Renty Kitty, Jon Kitty, Bryant Kitty, and John Kitty, all of Bluffton, as well as the late Roberta Kitty and the late Marie Kitty Jones; and

WHEREAS, her children blessed her with the affection of twenty-two grandchildren: Renoldo Jenkins, Anita Dunn, Harold Lee Williams, Jr., Recardo Kitty, Nicole Carriado, Beau Kitty, Jalanah Kitty, Bryant Kitty, Arthur Kitty, Makiba Kitty White, Dimitrious Howell, Renty Kitty III, Jennifer Kitty King, Jamerson Kitty, Jamison Kitty, Rhonda Williams, Trena Jones, Ely Jones, Willie Jones, Brenda Jones, Ebony Jones, as well as the late Bobby Frazier. She was delighted to see the continuation of her loving family legacy in twenty-eight great-grandchildren and even further in five great-great-grandchildren; and

WHEREAS, at the age of twelve, she trusted Christ while attending Bethlehem Baptist Church in Port Royal, and in 1952, she joined Zion Baptist Church in Bluffton and faithfully served as president of the Senior Choir and Missionary board, as founder and president of the Women's Ministry, and on the Ushers' Board and Auxiliary boards at First Zion Missionary Baptist Church; and

WHEREAS, whenever she was delivering a child and found herself in unfamiliar or dangerous circumstances, she would call Dr. Donald Gatch, a

native Nebraskan who moved to the Lowcountry to care for the desperately underserved communities. He would come immediately, even if it meant traveling quickly to a nearby island. He was her anchor during such times as she worked to keep mothers and babies safe throughout delivery and birth; and

WHEREAS, Dr. Gatch once found himself threatened by the Ku Klux Klan with a warning that his family was in danger. He knew he could depend on Mrs. Kitty, just as she had relied on him. At his call, she got word out, and thirty armed Blacks stood watch over the clinic where Dr. Gatch was sleeping. His wife and children were protected by spending the night in Jennie Kitty's home; and

WHEREAS, after serving twenty-seven years with the State of South Carolina as a nurse aide along with Mrs. Jane Pitts, Sarah Hooks, and Dr. Donald Gatch, Mrs. Kitty retired; and

WHEREAS, the South Carolina House of Representatives is grateful for the example of sacrifice and loyalty Jennie Kitty set for all who knew her, whose lifelong motto was, "If I can help somebody as I travel along the way, then my living shall not be in vain."

NOW, THEREFORE,

BE IT RESOLVED by the House of Representatives:

THAT the members of the South Carolina House of Representatives, by this resolution, express their profound sorrow upon the passing of Jennie Kitty of Beaufort County and extend their deepest sympathy to her large and loving family and her many friends.

BE IT FURTHER RESOLVED that a copy of this resolution be presented to the family of Jennie Lavonia Williams Kitty.

State of South Carolina
In the House of Representatives
Columbia, South Carolina
April 06, 2021

I hereby certify that the foregoing is a true and correct copy of a resolution passed in the House of Representatives.

HOUSE OF REPRESENTATIVES SOUTH CAROLINA

James H. Lucas
Speaker

Charles F. Reid
Clerk of the House

TOWN COUNCIL

STAFF REPORT

Department of Finance & Administration

MEETING DATE:	June 8, 2021
PROJECT:	Consideration of a Resolution Affirming the Use of Revenues Generated when Local Option Sales Tax is Approved by Voters of Beaufort County
PROJECT MANAGER:	Chris Forster, MPA, CPFO, CGFM, Interim Town Manager

RECOMMENDATION: Town Council considers approval of the proposed resolution affirming the use of revenue generated when the Local Option Sales Tax is approved in Beaufort County and the Town of Bluffton.

BACKGROUND: South Carolina Act 391 or 1990 established the Local Option Sales Tax (LOST) as an optional provision for property tax relief with the added benefit of providing an additional source of revenue to counties and municipalities. The additional revenue generated by LOST shall be used as credits against property tax in accordance with State Law, Section 4-10-40 and revenue generated under the county/municipal revenue fund will be used in accordance with State Law, Section 4-10-50.

ATTACHMENTS:

1. Resolution
2. Recommended Motion

RESOLUTION

A RESOLUTION PROVIDING THAT IF THE LOCAL OPTION SALES TAX IS APPROVED IN BEAUFORT COUNTY AND THE TOWN OF BLUFFTON IN 2021, FROM THAT DAY FORWARD, THE REVENUE GENERATED UNDER THE PROPERTY TAX CREDIT FUND SHALL BE USED AS CREDITS AGAINST PROPERTY TAX IN ACCORDANCE WITH STATE LAW, SECTION 4-10-40 AND REVENUE GENERATED UNDER THE COUNTY/MUNICIPAL REVENUE FUND WILL BE USED IN ACCORDANCE WITH STATE LAW, SECTION 4-10-50 AS APPROVED BY TOWN COUNCIL DURING THE REGULAR ANNUAL BUDGET ADOPTION PROCESS.

WHEREAS, the Bluffton Town Council is elected by the people to provide those services which are necessary and required to provide for the for the general well-being of its citizens and must provide for revenues necessary to fund the services; and

WHEREAS, the Bluffton Town Council agrees that a disproportionate share of the local revenues that are used to pay for the costs of government services are derived from property taxes, creating an inequitable tax burden on the property owners; and

WHEREAS, many of the recipients of Town services are not property owners and do not share in the local tax burden of such services, and, further, no contribution to the cost of funding local services is now made by visitors who utilize the services, and

WHEREAS, the Town of Bluffton is committed not only to minimizing the cost of public services, but also to seeking alternative revenue sources which can be used to replace property taxes--Council is of the opinion and belief that all Town property owners and homeowners, can benefit from the implementation of a local option sales tax as such an alternative revenue source for Town services,

NOW, THEREFORE BE IT RESOLVED, by Bluffton Town Council of the Town of Bluffton, South Carolina, that when the local option sales tax is approved by the voters of Beaufort County and the Town of Bluffton in the November, 2021 referendum on this question, the revenues generated to the Town under the Property Tax Credit fund (up to 71% of the Local Option Sales Tax proceeds) will be used to replace and reduce the property tax revenues by application of a property tax credit against Town property taxes so that they are reduced by the greatest amount possible. In addition, revenues generated to the Town of Bluffton under the County/Municipal Revenue Fund (up to 29% of the Local Option Sales Tax proceeds) will be used in accordance with State Law Section 4-10-50 as determined by Town Council through the annual budget process.

SIGNED, SEALED AND DELIVERED AS OF THIS 8TH DAY OF JUNE 2021.

_____
Lisa Sulka, Mayor
Town of Bluffton, South Carolina

ATTEST:

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

Recommended Motion

Consideration of a Resolution Affirming the Use of Revenues Generated when Local Option Sales Tax is Approved by Voters of Beaufort County.

“I make a motion to approve the Resolution Affirming the Use of Revenues Generated when Local Option Sales Tax is Approved by Voters of Beaufort County.”

TOWN COUNCIL

STAFF REPORT
Engineering Department

MEETING DATE:	June 8, 2021
PROJECT:	Consideration of a Proposed Contractual Agreement Relating to the Construction of Buck Island/Simmonsville Phase 6A Sidewalks
PROJECT MANAGER:	Bryan McIlwee, Director of Engineering

RECOMMENDATION:

Town Council authorize the Town Manager to approve a contract (Attachment 1) for Buck Island-Simmonsville (BIS) Sidewalk Expansion, Phase 6A, with the lowest responsive and responsible bidder. AOS Specialty Contractors, Inc., has been determined to be the lowest qualified bidder with a bid of two hundred seventy-one hundred fifty dollars and thirty-five cents ($270,150.35). In addition, Staff requests a 10% contingency allowance to cover any unforeseen changes that may arise during construction.

BACKGROUND/DISCUSSION:

The contract will include the construction of a portion of the sixth phase of sidewalk within the Buck Island – Simmonsville Neighborhood. The project consists of approximately 2,000 linear feet of public sidewalk along Simmonsville Road, from the existing sidewalk near Grayco north to Sugaree Drive. Installation also includes grading, utility relocations and stormwater infrastructure.

Staff received four (4) bids for the sidewalk construction from AOS Specialty Contractors, Inc., APAC-Atlantic, Inc., JS Construction Services, Inc., and Sandhill ALS Construction, Inc., on the advertised due date of May 26, 2021. See attached Bid Tabulation outlining the final bid results (Attachment 2).

The final phase of BIS sidewalks, Phase 6B (heading north along Simmonsville Road to connect Phase 6A to the existing sidewalks at New Mustang Drive), is under design. Phase 6B construction is scheduled to begin in FY 2022.

NEXT STEPS:

Town Council approval, and execution of this contract with AOS Specialty Contractors, Inc. in the amount of $270,150.35, which authorizes them to complete the sidewalk installation for this project. Upon issuance of a Notice to Proceed, the work is anticipated to take approximately 120 days.

SUMMARY:

This project originated out of the BIS Neighborhood Plan adopted by Town Council in 2009. It is supportive of the following guiding principles of the Town:

> Infrastructure Guiding Principle #2. Identify programs, technologies or resources to compliment current operational practices that ensure the sustainability of existing infrastructure and facilities.
>
> Community Quality of Life Guiding Principle #3. Enhance public safety improvements and innovative programs that ensure a safe community.
>
> Community Quality of Life Guiding Principle #4. Support initiatives and evaluate community policies, programs, gathering places, and events that promote healthy and quality lifestyles for our diverse citizenry.

Consistent be with these Guiding Principles, staff is requesting Town Council to authorize the execution of the proposed construction contract with AOS Specialty Contractors, Inc. to install sidewalks and stormwater piping within the Buck Island/Simmonsville Neighborhood.

ATTACHMENTS:

1. Draft Contract
2. Project Data Sheet
3. Project Map
4. Bid Tabulation
5. Recommended Motion

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Town of Bluffton ("Owner") and AOS Specialty Contractors, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of approximately 2000 linear feet of concrete sidewalk in the Simmonsville Road right-of-way from Sugaree Drive south to connect with existing sidewalk. The project includes grading and stormwater infrastructure.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Demolition, erosion control, drainage, paving, mobilization, stakeout, traffic control, and materials testing

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Cranston Engineering (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

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4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner $500 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a lump sum of: $ n/a

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

UNIT PRICE WORK

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price

See attached price schedule

Total of all Bid Prices (Unit Price Work) $270,150.35

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

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C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the n/a day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 10 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

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ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement
2. Performance bond
3. Payment bond.
4. General Conditions
5. Supplementary Conditions
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings
8. Addenda (numbers 1 to 1, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid
    b. Documentation submitted by Contractor prior to Notice of Award
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Notice to Proceed
    b. Work Change Directives.
    c. Change Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

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ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Compliance*

A. Offerors, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Offerors will not participate directly or indirectly in the discrimination prohibited by Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. This includes FHWA or FTA specific program requirement.

B. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

i. Title VI of the 1964 Civil Rights Act (42 U.S.C. 2§000 et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

ii. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601) Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;

iii. The Federal-aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex);

iv. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

v. The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), (prohibits discrimination on the basis of age);

vi. Airport and Airway Improvement Act of 1982, (42 U.S.C. §47123), as amended, (prohibits discrimination on race, creed, color, national origin, or sex);

vii. The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened, the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

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viii. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

ix. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

x. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

xi. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100);

xii. Title IX of the Education Amendment of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.).

C. Offerors shall at all times comply with all applicable wage and hour acts, including but not limited to the Fair Labor Standards Act (FLSA) (29 U.S.C. 201 et seq); the Davis-Bacon Act (40 U.S.C. 3141 et seq.); McNamara-O'Hara Service Contract act (41 U.S.C. 351 et seq);

D. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq); Walsh-Healy Public Contracts Act (41 U.S.C. 35 et seq); Copeland Anti-Kickback Act (40 U.S.C 3145).

E. Offerors shall at all times comply with the Occupational Safety and Health Act (OSH Act)(29 U.S.C. chapter 15) and the South Carolina OSHA-approved state plan, which covers most private sector workers and all state and local government workers.

F. Offerors shall make best efforts to ensure that minority and disadvantaged businesses are offered a fair opportunity to fully participate in the overall procurement of subcontracted goods and services.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:	CONTRACTOR:
Town of Bluffton	AOS Specialty Contractors, Inc.
By:	By:
Title: Interim Town Manager	Title:
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
20 Bridge Street	1224 Two Notch Road
PO Box 386	
Bluffton, SC 29910	Lexington, SC 29073
	License No.: 1068393

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BID FORM - CIVIL SITE IMPROVEMENTS

CRANSTON ENGINEERING

PROJECT: SIMMONSVILLE RD SIDEWALKS - PHASE 6A
LOCATION: BLUFFTON, SC
OWNER: TOWN OF BLUFFTON
CEG PROJECT # : 2019-0390

DATE: 4/26/2021

DEMOLITION					
Item	Description	Quantity	Units	Unit Price	Total
1	Tree Removal/Clearing	1	EA	11,955.00	$ 11,955.00
2	Sawcut and demo existing asphalt pavement driveways	423	SY	19.75	$ 8,354.25
3	Demo existing 15" and 18" RCP driveway culvers	356	LF	23.00	$ 8,188.00
4	Relocate existing water meter	3	EA	650.00	$ 1,950.00
				DEMOLITION, SUBTOTAL	$ 30,447.25

EROSION CONTROL					
Item	Description	Quantity	Units	Unit Price	Total
1	Silt Fence	1,780	LF	4.25	$ 7,565.00
2	Tree Protection Fencing	75	LF	3.90	$ 292.50
3	Sediment Tube	34	EA	139.00	$ 4,726.00
4	Temporary Grassing/Mulching	3,420	SY	0.78	$ 2,667.60
5	Dust Control	3,420	SY	3.85	$ 13,167.00
6	Concrete Washout	1	EA	755.00	$ 755.00
7	Permanent Grassing	3,420	SY	1.00	$ 3,420.00
				EROSION CONTROL, SUBTOTAL	$ 32,593.10

DRAINAGE					
Item	Description	Quantity	Units	Unit Price	Total
1	15" CLASS IV RCP	300	LF	51.00	$ 15,300.00
2	15" CLASS V RCP	117	LF	60.50	$ 7,087.50
3	Regrading Ditches	1,750	LF	10.00	$ 17,500.00
				DRAINAGE, SUBTOTAL	$ 39,878.50

PAVING					
Item	Description	Quantity	Units	Unit Price	Total
1	4" Concrete Sidewalk	1032	SY	57.00	$ 58,824.00
2	6" Heavy Duty Concrete Sidewalk (at driveway crossings)	90	SY	104.00	$ 9,360.00
3	Detectable Warning Material	31	SF	51.00	$ 1,581.00
4	12" Solid White Stripe	90	LF	26.75	$ 2,407.50
5	1.5" Asphaltic Concrete Surface Course (200#/sy/in)	333	SY	69.00	$ 22,977.00
				PAVING, SUBTOTAL	$ 95,149.50

ADDITIONAL EXPENSES					
Item	Description	Quantity	Units	Unit Price	Total
1	Mobilization	1	LS	33,440.00	$ 33,440.00
2	Construction Stake Out	1	LS	4,342.00	$ 4,342.00
3	Traffic Control	1	LS	29,650.00	$ 29,650.00
4	Bonds and insurance	1	LS	4,525.00	$ 4,525.00
5	Materials Testing	1	LS	125.00	$ 125.00
				ADDITIONAL EXPENSES, SUBTOTAL	$ 72,082.00

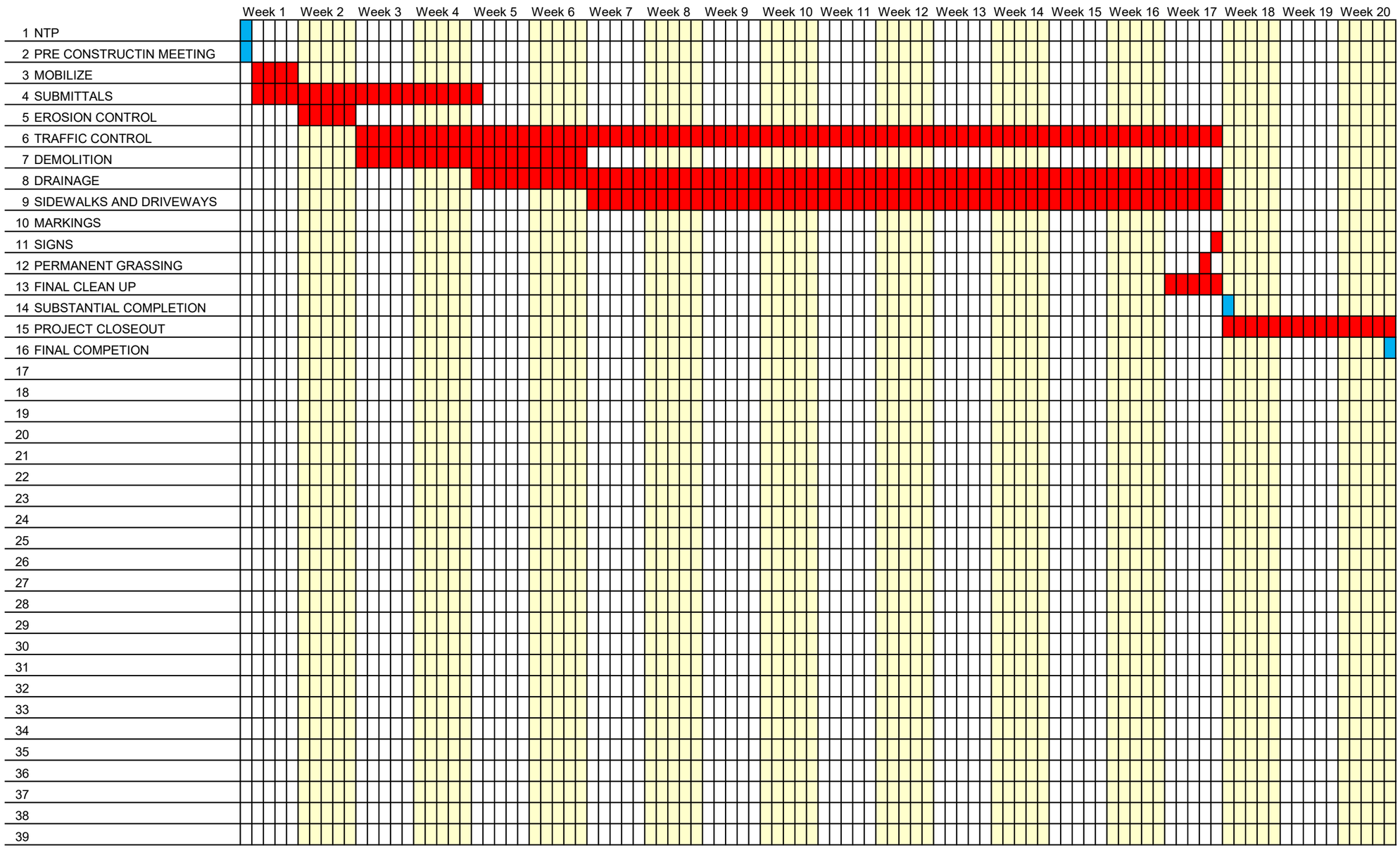
SIMMONSVILLE RD SIDEWALK (PHASE 6A) CONSTRUCTION COSTS - TOTAL	$270,150.35

Buck Island simmonsville RD Sidwalk Project
Bluffton SC

MAY 26, 2021

Job No.: 210160

AOS
SPECIALTY CONTRACTORS



5/26/2021 Bid

6/28/2021 Intent to Award
7/8/2021 Ten Days to Protest
11/5/2021 Completion Date
120 Days Duration

BID BOND

For and in consideration of the sum of $1.00, the receipt of which is hereby acknowledged, the Undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of ninety days following such time.

Upon acceptance of the Proposal, the Undersigned agrees to execute within ten days a Contract (Form of Agreement between Contractor and Town) for the work for the above stated compensation, and within 10 days of a Notice to Proceed to furnish and deliver to the Town a Performance Bond and Payment Bond in accordance with the instructions bound in the specifications, each in an amount equal to 100 percent of the contract sum.

The Undersigned agrees to commence actual physical work on the site with an adequate force and equipment within 10 days of a date to be specified in a written order from the Town and to complete fully all work within (TBD) consecutive calendar days. Contractor shall provide a construction project schedule with their proposal not to exceed the above construction timeline. The Undersigned Offeror agrees to pay to the Town, Liquidated Damages as stated in the Special Conditions for each consecutive calendar day of delay in an amount not to exceed $500 per day.

Enclosed herewith is a Bid Bond in the amount of Thirteen thousand five hundred and five dollars and fifty-two cents Dollars ($ 13,505.52)

being not less than 5 percent of the Base Bid. The Undersigned agrees that the above stated amount is the proper measure of liquidated damages which the Town will sustain by the failure of the Undersigned to execute the Contract and to furnish a Performance Bond and Payment Bond in case this Proposal is accepted and further agrees to the following:

If this Proposal is accepted within 90 days after the date set for the opening of bids and the Undersigned fails to execute the Contract within 10 days after written notice of such acceptance or if he fails to furnish both a Performance Bond and Payment Bond, the obligation of the Bid Bond will remain in full force and effect and the money payable thereon shall be paid into funds of the Town as Liquidated Damages for such failure: otherwise the obligation of the Bid Bond will be null and void.

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
AOS Specialty Contractors, Inc.
1224 Two Notch Road
Lexington, SC 29073

SURETY:
(Name, legal status and principal place of business)
Merchants National Bonding, Inc.
Post Office Box 14498
Des Moines, IA 50306-3498

OWNER:
(Name, legal status and address)
Town of Bluffton
20 Bridge St.
Bluffton, SC 29910

BOND AMOUNT: 5% of the attached bid***

PROJECT:
(Name, location or address, and Project number, if any)
Buck Island Simmonsville Neighborhood Sidewalks, Phase 6

Project Number, if any:
2021-49

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of May , 2021

(Witness)

(Witness) Edith P. Forsberg

AOS Specialty Contractors, Inc.
(Principal) *(Seal)*

(Title) Jane Plante, Vice President

Merchants National Bonding, Inc.
(Surety) *(Seal)*

(Title) Raymond E. Cobb, Jr. , Attorney-in-Fact

Init.
/

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MERCHANTS BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Wayne McCartha; M Kathryn McCartha-Powers; Raymond E Cobb Jr

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February , 2020 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 11th day of February 2020 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 26th day of May , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

Capital Improvements Program Fund Project Data Sheet			
Project Name	Buck Island-Simmonsville Neighborhood Sidewalks and Lighting	**Project #**	00054
Project Manager	Mark Maxwell	**Start to End**	FY 2017 - FY 2022

Project Scope

This project comprises the design and construction of sidewalks, pathways, and lighting along Buck Island and Simmonsville Roads from New Mustang South to May River Road. Approximately 10,000 linear feet of sidewalk has already been constructed within this neighborhood with an additional 6,000 linear feet of 5' wide sidewalk needed to complete the overall project. The primary focus of the new sidewalks and lighting is to create greater pedestrian connectivity and improve citizen safety. The remaining sidewalk work includes following: Phase 5 - Buck Island Road from Kitty Road northward to 301 Buck Island Road to connect to existing sidewalks. Phase 6 from Grayco northward to past Windy Lakes.

Project Photo or Map

Project Budget

	Prior Years' Expended	FY2020 Amended Budget	FY2020 Estimate	FY2021 Proposed Budget	FY2022 Forecast	FY2023 Forecast	FY2024 Forecast	FY2025 Forecast	Total Project Forecast
Planning	$ -	$ 6,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Design	98,523	56,000	56,500	-	-	-	-	-	155,023
Construction	109,660	422,874	455,500	378,077	209,799	-	-	-	1,153,036
Other	3,351	47,500	20,374	27,126	-	-	-	-	50,851
Total	$ 211,534	$ 532,374	$ 532,374	$ 405,203	$ 209,799	$ -	$ -	$ -	$ 1,358,910

Project Funding Sources

	Prior Years' Expended	FY2020 Amended Budget	FY2020 Estimate	FY2021 Proposed Budget	FY2022 Forecast	FY2023 Forecast	FY2024 Forecast	FY2025 Forecast	Total Project Forecast
TIF Debt Service	$ 211,534	$ 432,374	$ 432,374	$ 405,203	$ -	$ -	$ -	$ -	$ 1,049,111
Potential Grant	-	100,000	100,000	-	-	-	-	-	100,000
TBD	-	-	-	-	209,799	-	-	-	209,799
Total	$ 211,534	$ 532,374	$ 532,374	$ 405,203	$ 209,799	$ -	$ -	$ -	$ 1,358,910

Strategic Focus Area & Guiding Principle

Infrastructure
Guiding Principle #2 Identify programs, technologies or resources to compliment current operational practices that ensure the sustainability of existing infrastructure and facilities.
Community Quality of Life
Guiding Principle #3 Enhance public safety improvements and innovative programs that ensure a safe community.
Guiding Principle #4 Support initiatives and evaluate community policies, programs, gathering places, and events that promote healthy and quality lifestyles for our diverse citizenry.

Project Status

Sidewalk and lighting construction is being implemented in conjunction with the completion of sanitary sewer for the community. The design of the remaining sections of Buck Island Road sidewalks and lighting is proposed to be completed in FY 2020. The final phases of construction will be started after the completion of the Phase 5 sewer project and conclude in FY2022.

Project Origination

FY 2019-2020 Strategic Plan.

Project Performance Measures

Performance measures for the project will include monitoring of pedestrian traffic along new sidewalks and citizen feedback. Project goal is to increase the Town's walk score.

General Fund Operations & Maintenance (O&M) Costs

	Description	FY2021 Forecast	FY2022 Forecast	FY2023 Forecast	FY2024 Forecast	FY2025 Forecast	Total Forecast
Operations	Lighting	$ 750	$ 1,800	$ 2,250	$ 3,000	$ 3,750	$ 11,550
Maintenance	Sidewalk	1,500	2,500	2,500	2,500	2,500	11,500
Total		$ 2,250	$ 4,300	$ 4,750	$ 5,500	$ 6,250	$ 23,050

Method for Estimating Costs: Construction cost estimates were prepared using the latest information on comparable construction bids and related data from prior projects. O&M costs include sidewalk and landscape maintenance.

Attach
Project Map

Vicinity Map – BIS Sidewalks Phase 6A

BID OPENING

Solicitation # - IFB 2021-49
Project - Buck Island -Simmonsville Sidewalks, Phase 6A
Date - 5/26/2021
Time - 2:00 pm
Project Manager - Mark Maxwell

#	COMPANY	PRICE
1	AOS Specialty Contractors, Inc.	$ 270,150.35
2	APAC Atlantic	$ 320,488.00
3	JS Construction Services	$ 348,280.00
4	Sandhill ALS Construction	$ 283,172.00
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

Attach
Recommended Motion

RECOMMENDED MOTION LANGUAGE

"I move to authorize the Town Manager to execute a contract for sidewalk construction to complete the Buck Island – Simmonsville Neighborhood Sidewalks, Phase 6A, with AOS Specialty Contractors, Inc. The contract amount includes the base bid of $270,150.35, and a contingency of 10% of the contract amount to address unforeseen changes that may arise during construction."

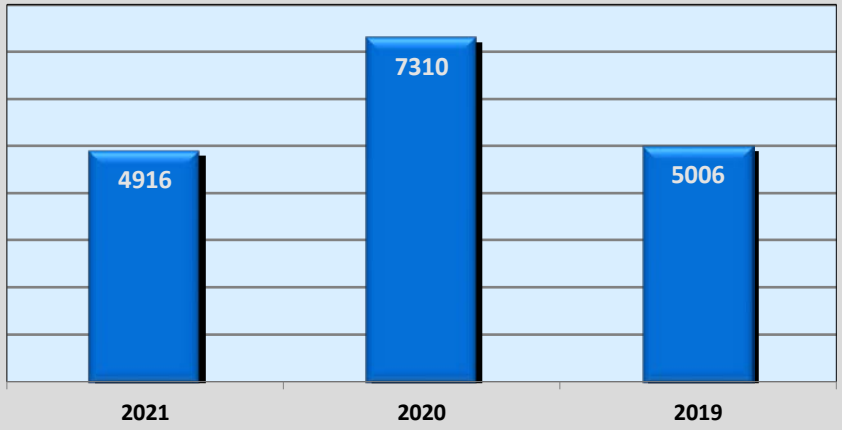
Bluffton Police Department
May 2021 Statistical Information

Presented by:
Chief Stephenie Price

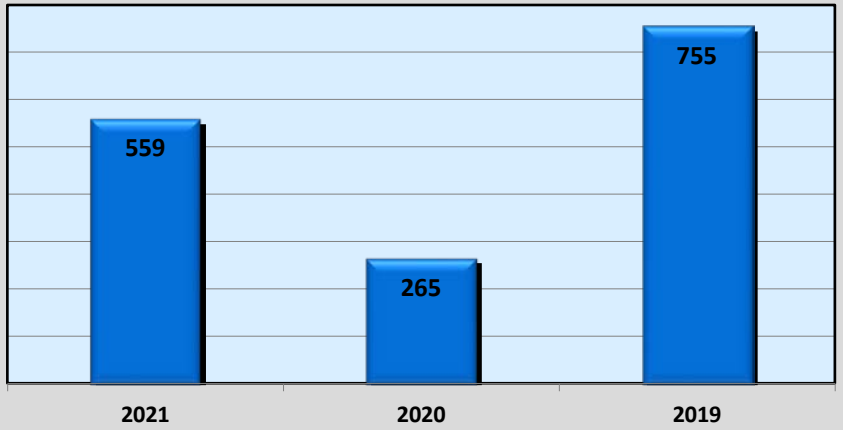
May 31, 2021

May Trends

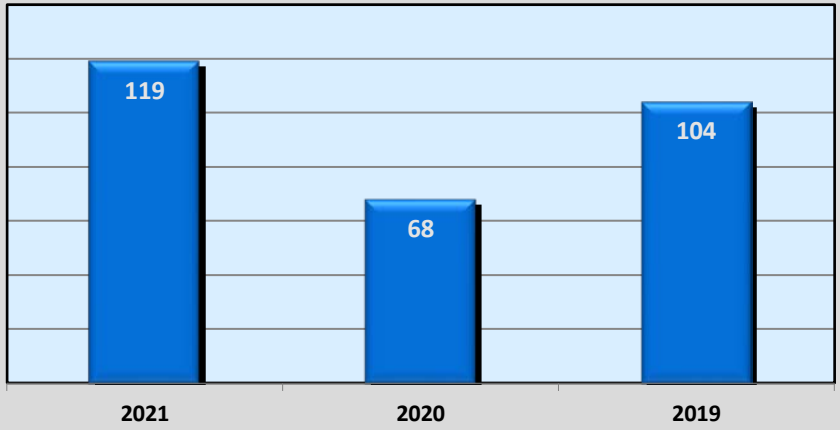
May Calls for Service Comparison



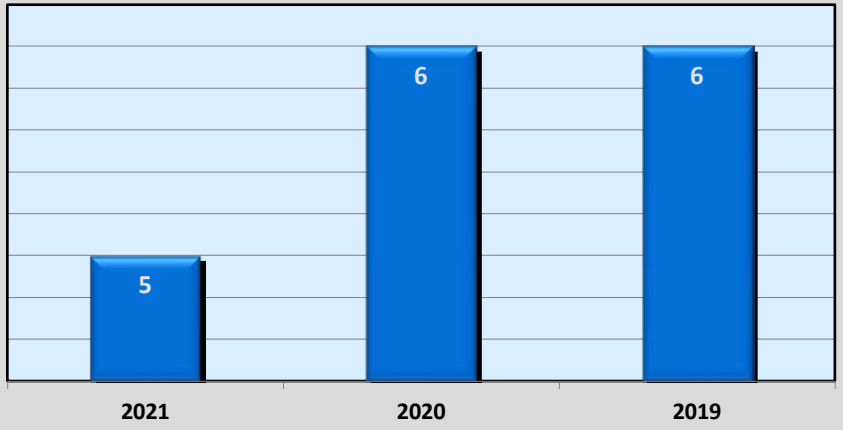
May Traffic Citation Comparison



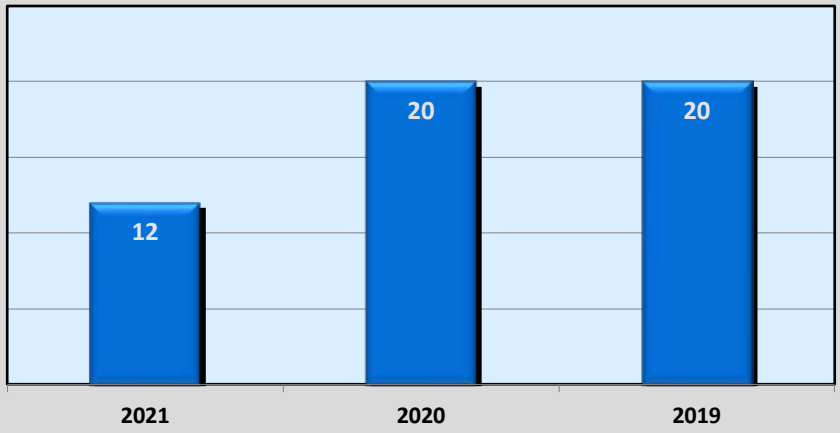
May Collision Comparison



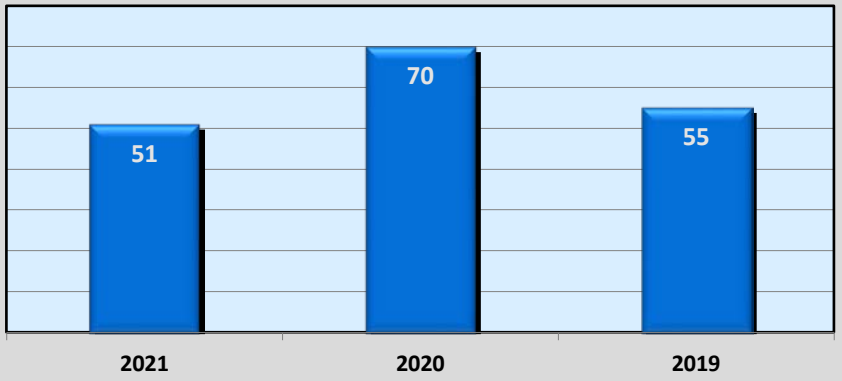
May Burglary Comparison



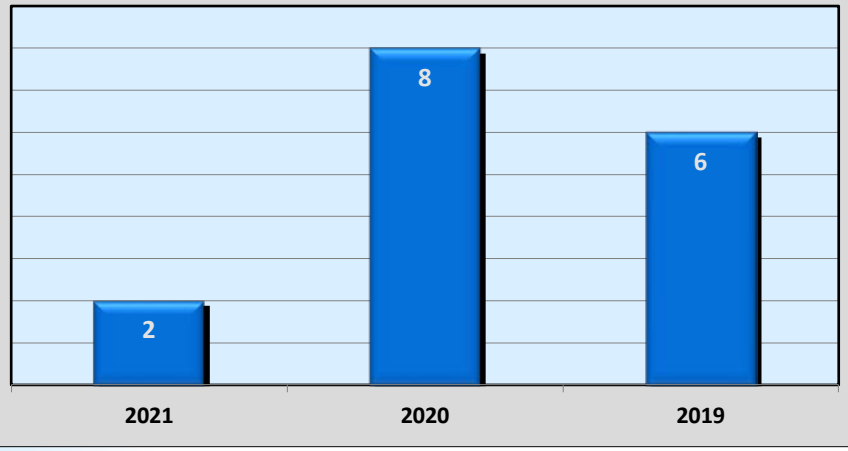
May Theft Comparison



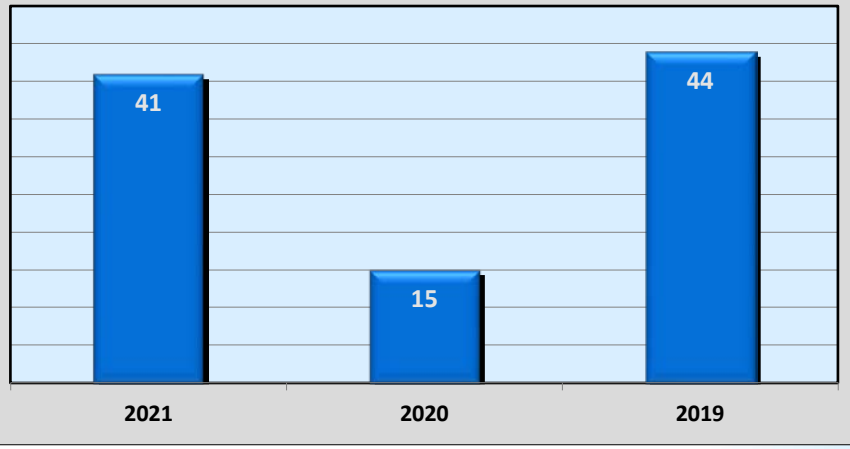
May Domestic Calls for Service Comparison



May Assault Comparison



May Arrest Comparison



Part I and Part II Offenses

This data is not available at this time due to technical issues with the RMS system.

Department Highlights

Arrests
Adult Felony: 5
Adult Misdemeanor: 17
Juvenile: 10
DUI: 9

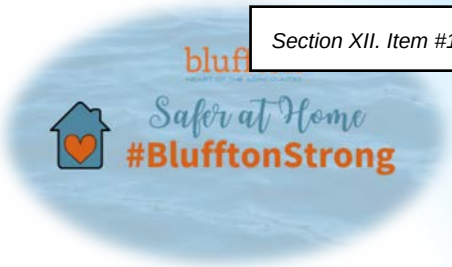
Complaints
No complaints received in the month of May.

Commendations
None

Marine Patrol
May 29th – 0730 – 1530 – Grant/Robson
May 30th - 0730 – 1530 – Grant/Brown
May 31st – 0800 – 1800 – Grant (Memorial Day Holiday)

Total Community Hours: 20
Total Man hours Operator and Crew: 26 hours
Community Contacts: 100
Extra Patrols of Area Landings: 30
Safety Checks: 4
Vessel Stops: 0
Stranded Boaters Assist: 0
Pounds of Trash removed from May River: 5

Department Highlights



Policy Committee (no changes)

Final Review**:**
- SOP 066 – Body Worn Camera – final review completed
- SOP 002 – Biased Based Profiling – final review completed
- SOP 001 – Emergency and Pursuit Operation of Police Vehicles
- SOP 032 – Internal Affairs Investigations

In Progress**:**
- SOP 006 – Departmental Weapons
- SOP 007 – Response to Resistance

Police Initiatives:

- **Community Connections Program –** Command Staff and Patrol Officers teamed up to visit area businesses. This project will be on-going. We have received many positive responses internally and externally.

- **Multi-Jurisdictional Hiring Expo** – All area law enforcement agencies are combining their recruitment efforts and holding a Lowcountry law enforcement hiring event. All area agencies have committed to participate in a condensed area event including physical agility testing and written exam. Participating agencies will showcase the highlights and benefits of their individual agency. This is an innovative solution to staff not only Bluffton Police, but combat the recruiting and retention crisis within Law Enforcement. This has been postponed until September due to logistics.

- **Less-Lethal Training –** Officers and Sergeants have received bean bag certification and re-certification to provide less-lethal options for volatile scenarios. We are currently ensuring all field sergeants have this capability and are certified in the use of bean-bag munitions.

- **Crisis Intervention Training** – Officers attended Crisis Intervention training which is a top priority. Bluffton Police Departments goal of 50% of operational personnel trained in CIT will be completed by the end of 2021.

- **TI Simulator –** provides officers with a highly inter-active learning experience. It enables instructors to control scenarios based on officer's responses. And it provides real time feedback while simultaneously controlling the learning environment. This innovation allows officers to practice de-escalation techniques while reviewing departmental policies and law enforcement best practices

TOWN OF BLUFFTON
LAW ENFORCEMENT CITIZENS ADVISORY COMMITTEE MEETING
Thursday, May 13, 2021

Members Present: Tabor Vaux, Jennifer Morrow, Lawrence Ruocco, George Bailey, Mayra Rivera-Vazquez, Michael Frazier, and Reggie Howard
Members Not Present: Bill O'Toole, Ron Davies, and Harry Lutz
Member no longer on committee: Rosette El Sahlani

Staff Present: Captain Chandler, and Officer Harden

Chairman Tabor Vaux called the meeting to order at 6:04 p.m. followed by the Pledge of Allegiance.

A motion to amend the minutes from April was presented and Jennifer Morrow seconded the motion.

Old Business:
There was not any "old" business that needed to be addresses.

New Business:
- It was brought up that Rosette El Sahlani is no longer an active member of the committee and that the committee will be looking to replace her position in the near future.
- Lawrence Ruocco stated that due to personal reasons that he will no longer be available to serve on the committee. A motion was made to move the meeting to a different day to accommodate Lawrence Ruocco's schedule however, Mr. Ruocco advised that he would not be available any day throughout the week.

Bluffton Police Department Update:
Captain Chandler provided the committee with an update on the status of the Bluffton Police Department.
- Bike day was held at River Ridge Academy and Officers provided safe travels for children riding their bicycles to and from school. Officers targeted high traffic areas and provided motivation and safe travels to all pedestrians.
- "Tweet Along" The department's PIO implemented a new program called "Tweet Along" where she conducts a ride-along with an officer. The PIO rode with one member of the Traffic Unit and their focus was conducting traffic control within several school zones within the jurisdiction. Several traffic stops were conducted on Buckwalter Pkwy and HE MCCracken during the morning school zone activation.
- Officers provided traffic control for the Home and Garden event located behind Southern Barrel.
- Officers provided traffic control for the May Day 5K.
- Officers provided assistance for a local Boy Scout troop for the collection of worn and tattered American Flags.
- May 22, 2021 there will be a safety day held on the side parking lot near the Oyster Factory on Wharf Street.
- Boat Patrol will commence operations on Memorial Day weekend and throughout the summer.
- Cookout with the Cops event will be held at the Baynard Park community on June 11, 2021. Time of the event will be determined at a later date.
- The department currently has one officer on FTO and one graduating the academy on Friday. There has been four offers sent out to qualified applicants. There will be additional offers sent in June.
- School is ending soon and all of the SRO will be temporarily re-assigned positions to augment patrol and other divisions.

Discussion:
- Michael Frazier stated that he was present during the Bike Day and he stated that the public really appreciated having officers present to provide safety for the children.
- A question was presented in reference to speeding on Fording Island Rd. Captain Chandler responded with that the department is actively conducting research in speed reduction methods. Captain Chandler stated that there might be some environmental additions that may be implemented such as additional signs, etc... Captain Chandler stated that the department is looking at possibly adding a motorcycle unit. Captain Chandler stated that the speeding is a "Human nature issue," and that as long as people continue to drive on Fording Island Rd we will continue to have people speeding. Officers continue to enforce traffic violations.
- Lawrence Ruocco asked if there was a way to place additional "parking pads" where Officers have a safe place to run stationary RADAR. Captain Chandler stated that he will look into it however, there are many factors involved. Jurisdiction is one factor that creates an issue as well as ownership. For example, certain roads are state, county, and city jurisdiction and each has a unique set of rules.
- A question was asked about the gender and ethnicity of the applicants who received an offer. Captain Chandler stated that at least one female received an offer and that her ethnicity is Hispanic.
- Captain Chandler also stated that the BPD is currently in the process of reviewing several policies within the BPD SOP. These policies have been reviewed by a policy review committee. Once each policy has been reviewed, it is sent to the Chief of Police for final review. Once the Chief reviews and approves the updated policy it is then sent to the town lawyer and then to council.
- Jennifer Morrow asked about the current issues in regards to policing on the National level and how that effects the BPD. Captain Chandler answered that the BPD continues to monitor issues on the National level and states that the BPD has already mandated policies such as "duty to intervene" before this issue was identified on the National level. Captain Chandler emphasizes that education among the department is of high priority and that implementation of policy review is necessary to address changes in the law and changes on procedures.
- Captain Chandler stated that the simulator may be up and operational possibly in July and that he will notify council and invite them to observe the advantages of having this useful equipment.
- Larry Ruocco asked the question about if there is anything in place to help educate the citizens on proper "behavior" while on a traffic stop. Captain Chandler stated that young drivers are being educated by the SRO at the high school level. Larry suggested that perhaps the information could be given to local driving schools as well.

A motion to adjourn was made at 1833 and several members seconded the motion.

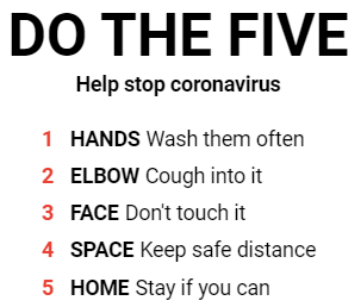
Officer Terry Harden
_____
Secretary

Department Highlights

Meetings Attended by Chief Stephenie Price

Every Tuesday – Weekly meeting with Interim Town Manager
Every Wednesday – Attended Senior Staff Communications Meeting
Bi-Weekly – Town Update Zoom Meeting
Every Monday – Commanders Meeting

May 3rd – Attend 3rd Annual Blessing of the Animals @ LowCountry Presbyterian Church
May 3rd – Command Staff Interviews – 3 applicants
May 3rd – Meeting with Human Resource
May 3rd – Meeting with ROCIC representative
May 4th – Lunch Meeting with Beaufort City Police Chief
May 5th – Meeting with Town Manager, Human Resource and Attorneys
May 5th – Speaker for the Explorers Class
May 17th – Meeting with Town Manager and Mayor
May 17th – Meeting with Finance Director
May 18th – Attend EOC Training
May 18th – Attending Town of Bluffton Budget Workshop
May 19th – Attend Microsoft Teams Meeting - Mental Health & Wellness Grant
May 20th – Meeting with Town Manager and Town Council Representative
May 20th – Lunch meeting with Robert Vaux
May 20th – Attend HEROES Launch Event
May 22nd – Attend Bluffton Safety Day and Hurricane Expo
May 24th – Meeting with DRCI
May 24th – Meeting with Town Manager
May 25th – Attend Town Council Budget Meeting
May 26th – Attend Microsoft Teams Meeting – Senior Staff
May 26th – Attending Rotary Club meeting
May 26th – Attend Lowcountry Fresh Market Grand Opening
May 26th – Attending Mayor's Award Ceremony @ Wright Family Park
May 24th thru May 27th – Attend Executive Leaders Program virtual training
May 31st – Attend Sun City Veterans Association Memorial Day Event
May 31st – Attend Memorial Day Ceremony at Veterans Memorial Park



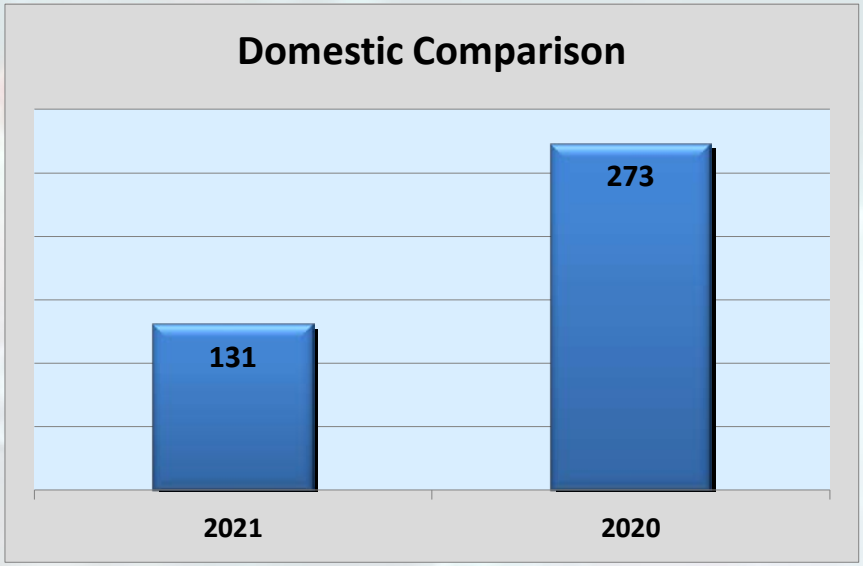
United States: as of 6/3/21
Cases Confirmed: 33,735,766
Deaths: 604,526
Vaccines: 366,977,535

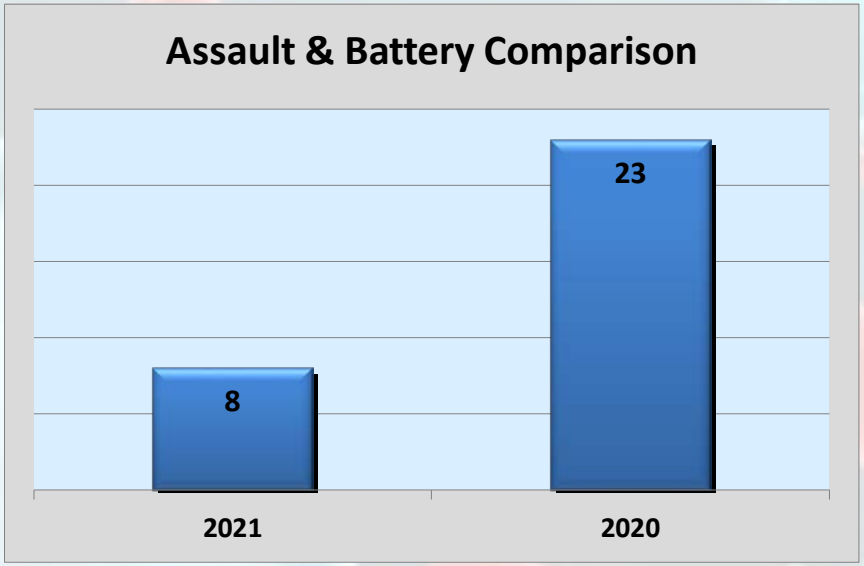
South Carolina:
Cases Confirmed: 593,533
Deaths: 9,747
Vaccines: 5,084,965

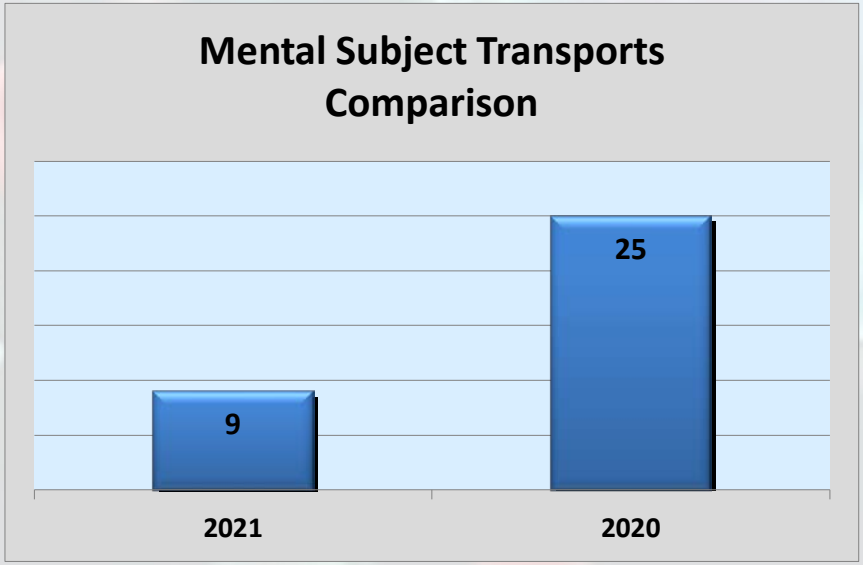
Beaufort County:
Cases Confirmed: 17,066
Deaths: 209
Vaccines: 75,303

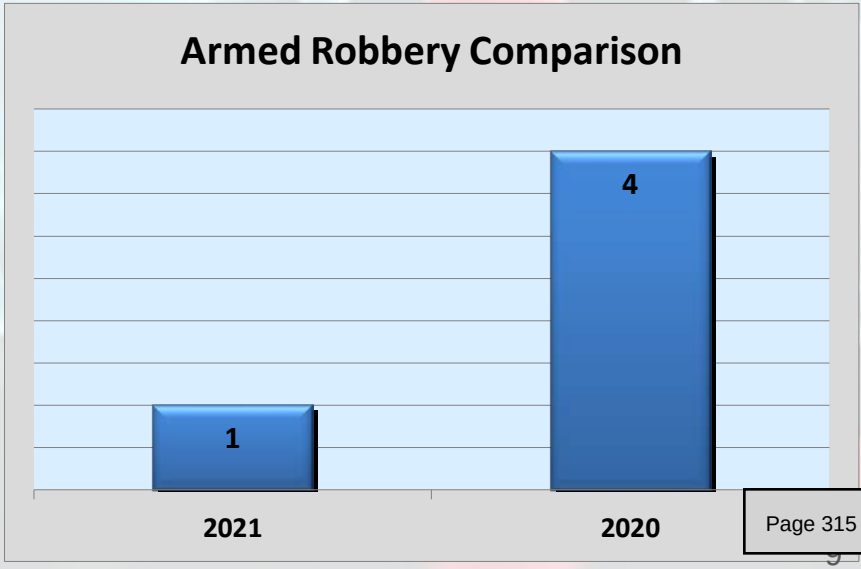
COVID-19 Pandemic
Calls for Service Comparison Charts

January - May





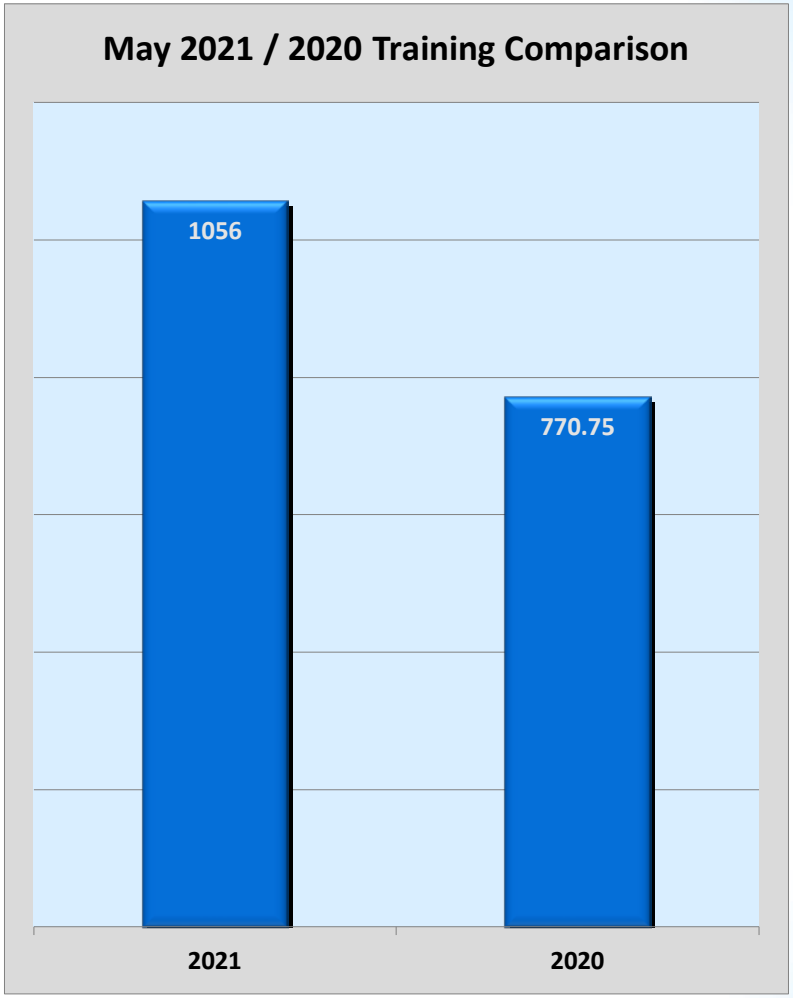




Department Highlights

Training – In-House
PoliceOne Training - 1 Officer
The Line Up - 15 Officers
SFST Re-Certification - 2 Officers
Field Training Officer - 2 Officers
Pre-Academy - 2 Officers
TI Training - 4 Officers

Training – Outside
Basic Law Enforcement Academy - 2 Officers
Crisis Intervention Training - 3 Officers
Spillman Conference - 4 Officers/Civilians



Patrol Division

CALLS FOR SERVICE TOP 10 CALL TYPES	
Extra Pat Busin	1973
Extra Pat Resid	987
Traffic Stop	543
911 Hang-Up	193
Activated Alarm	177
Community Relat	102
Disturbance	86
Case Follow Up	77
Misc Call	76
Accident	67

Total Calls for Service: 4916
Avg per day: 159

UNIFORM TRAFFIC CITATION TOP 10 VIOLATIONS	
Speeding15mph-24mph & mor	40
Speeding 11mph-15mph & mo	20
Driving without a License	13
Exp or Unreg Lice Plate &	13
DUS/notsuspforDUI-1st & m	12
Speeding10MphOrLess & mor	11
Speeding25MphOrMore & mor	10
DUI/1st Offense & More &	6
Simple Possession & more	3
Uninsured Vehicle & more	3

Total Traffic Citations Issued: 160
Avg per day: 5

UNIFORM TRAFFIC WARNINGS TOP 10 VIOLATIONS	
Speeding	147
Defective Equipmnt	78
Speeding & more	34
Improper Lane Use	25
Vehcle Licnse Viol	17
Disregrd Stop Sign	16
Defective Equipmnt & more	16
Chnge Lane Unlawfl	14
Disrgrd Traf Signl	6
Improper Turn	5

Total Warning Citations Issued: 399
Avg per day: 13

Criminal Investigation Division

CRIMINAL INVESTIGATIONS	
Cases Assigned	12
Incident Reports	3
Supplemental Reports	19
Cases Closed	9
Arrests Made	1
Arrest Warrants	0
Bond Court	4
Case Call Outs	3
Search Warrants	6

Case Call Outs:
21BP24748 Overdose
21BP24517 Recovered Stolen Vehicle
21BP23973 CSC w/minor

Bond Court:
21BP26646 Domestic Violence
16BP14841 Financial Identity Fraud x 9
21BP24064 Hit & Run
21BP27037 Malicious Injury to Property

Extradition:
Jason Raymond Peters – Fulton County Jail / Atlanta Georgia

Training:
NAMI Crisis Intervention – 40 hrs
Spillman – 9 hrs
Civilian Response to Active Shooter Events Instructor—4 hrs
WMD/Terrorism Awareness for Emergency Responders—8 hrs
DSS New Policies and Protocol – 1

Patrol / SRO Coverage:
Det. Nass / FTO Carnicelli 5/24 – 5/31 Patrol
Det. Lancaster 5/27/21 River Ridge Academy
Lt. McCauley 5/28/21 River Ridge Academy

Community Action Team – May 2021

Code Enforcement:

Sign Violations: Multiple Business advertisement signs removed from Old Town and various locations throughout Bluffton

Business License Renewal / H-Tax / A-Tax:
Prepared return labels and U.S. Postal Service Certified Mail Receipts for letters to be sent regarding expired In-Town & Out of Town Business Licenses.

Complaints/Property Checks/Follow-Ups:

- Spoke with Katie @ Bluffton Village regarding H.O.A not having dumpsters emptied on the property grounds.
- Certified and Regular Mail to Russo's Seafood regarding unapproved signage advertising the business.
- Re-Inspection report for Brother's Tacos and La Quetzalteca food trucks. Report sent to Chief Price, Captain Chandler and Sgt. DeStasio. Original letters sent for trucks not moving at the end of their workday.
- Spoke with Andrea @ Watershed Management regarding manure piling up at 11 Grassey Lane. We discussed information; initial letter was sent by storm water.
- Spoke with Morganne @ Town Hall regarding a mobile home situated on the wrong lot previously approved by Will in Planning. Lots are located off of Little Possum Road. Initial letter sent by Planning with possible follow-up from Code if compliance is not met.
- Reviewed the following contractor license information based off recently issued building permits; Balfre Villalobos Hammer Hub, Island Improvements, TCI Contracting, Tillotson Plumbing, Innovative Electric, Pye-Barker and H&H Concrete.
- Spoke with Lisa, Jacksonville Fl, regarding Summer Breeze Outdoors, LLC. Business is accepting money and "possibly" not delivering products. Also, this business is operating without a TOB business license. Letter was sent via certified and regular mail.
- Code letter sent to 11 Grassey Lane to the owner and occupant via regular and certified mail for accumulation of manure on the property. They were given time to remove prior to the issuance of a municipal citation.

Community Action Team – May 2021

Downtown Traffic Stats

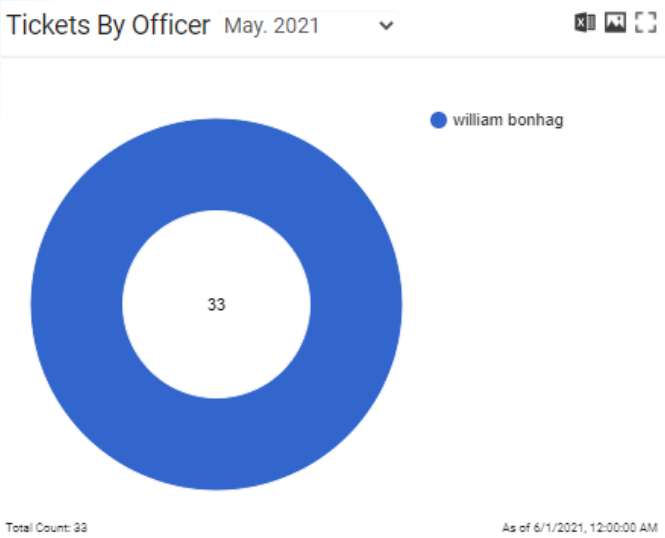
Tickets: 5
Warnings: 4
Truck Route: 0
Parking Tickets: 33

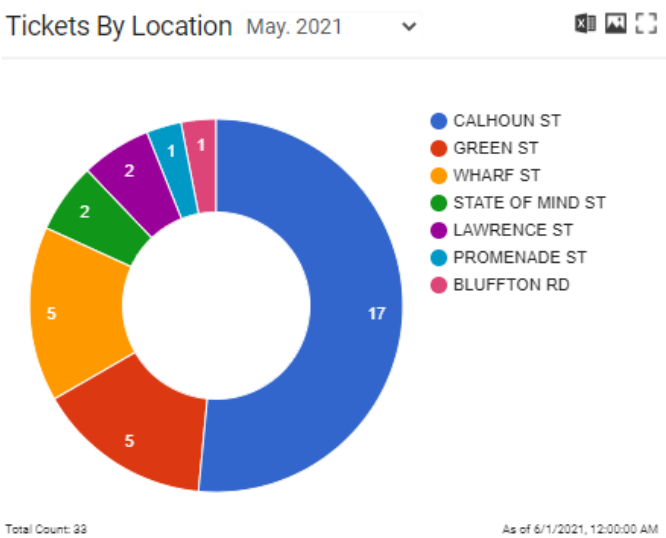
Traffic Officer(s)

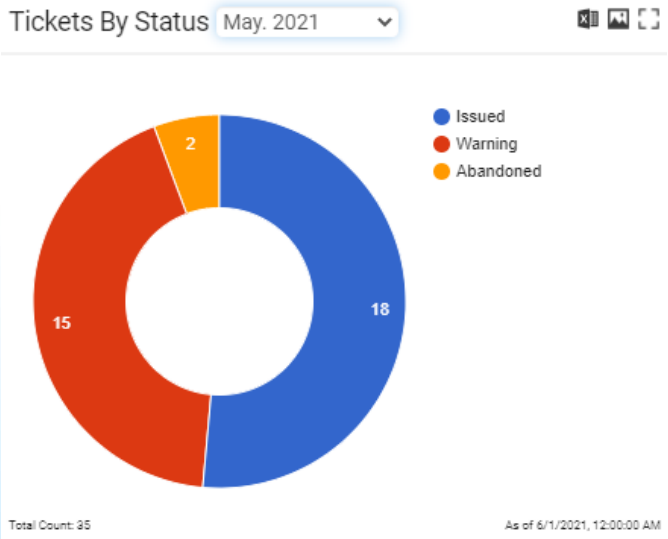
Cpl. Dickson
Tickets: 76
Warnings: 11
Total Citations: 87
Collision Reports: 4
Incident Reports: 1

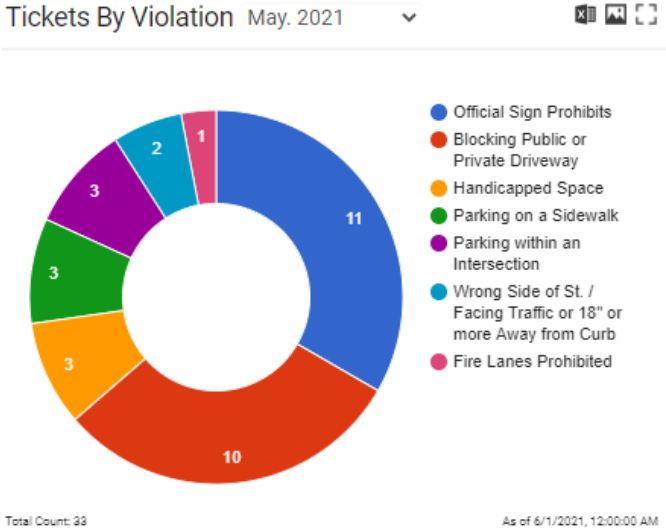
Officer. Harden
Tickets: 20
Warnings: 59
Total Citations: 79
Collision Reports: 7
Incident Reports: 1

Community Service Assistants – May 2021









Lutzie 43 Actions

Lutzie 43 Classes:

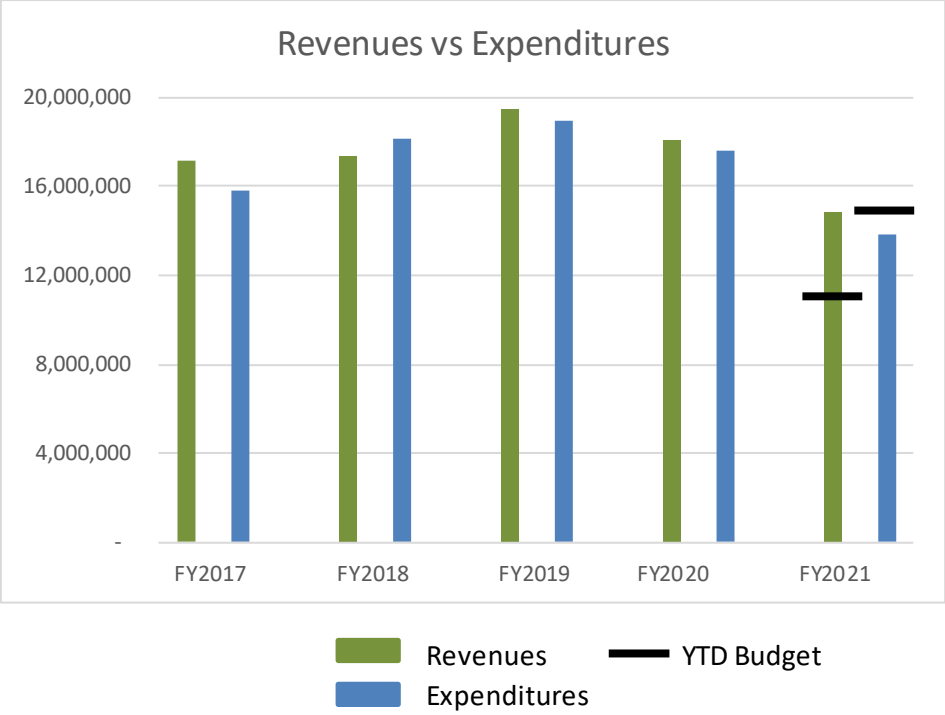
- SRO Robinson
  - Bluffton Middle School – 2 classes
- SRO Frazier
  - Bluffton High School Prom Promise
- SRO Puryear
  - May River High School Prom Promise
- Sergeant Perez
  - Farmers Market – handed out Lutzie 43 lanyards

TOWN COUNCIL
STAFF REPORT
Finance & Administration Department

MEETING DATE:	June 8, 2021
PROJECT:	Consent Agenda: Year-to-date Financial Report
PROJECT MANAGER:	Chris Forster, MPA, CPFO, CGFM, Interim Town Manager

General Fund Financial Overview:

The chart below shows the revenue collections and expenditures trend for the last four full years and FY2021 year-to-date (YTD) through April. Revenues have been higher than expenditures the last four full years except for FY2018 which reflects a budgeted use of fund balance transferred to the Capital Improvements program fund for the Town Hall renovation project.



FY2021 YTD through April shows revenues slightly above the budget amount due to higher building permits and higher business licenses partially offset by delay in franchise fee collections and COVID-19 impacts on court revenues, contract police service and rental income revenue. YTD April expenditures are tracking below the budgeted amounts.

FY21 General Fund Financial Overview

Revenues		Expenditures
$14,864k	*YTD*	$13,853k
129.6%	*% of Budget*	88.8%
$11,474k	*YTD Budget*	$15,603k

ATTACHMENTS:

1. General Fund
2. Stormwater Fund
3. Capital Improvement Program Fund
4. Debt Service Fund
5. Special Revenue Funds
6. Business License Statistics

TOWN COUNCIL

STAFF REPORT
Municipal Court Department

MEETING DATE:	June 8, 2021
PROJECT:	April Activity Report
PROJECT MANAGER:	Lisa Cunningham, Interim Assistant Town Manager

Court Summary

Town of Bluffton Municipal Court convenes every Tuesday, typically with a morning session and an afternoon session. In April, 2021 a total of eight sessions were scheduled which included six morning sessions and two afternoon session.

Municipal Court currently has 516 cases pending which is a combination of 323 criminal/traffic cases, 157 jury trial request, and 36 defendants enrolled in alternative programs.

Indigent Defense cases

Town of Bluffton currently contracts with the 14th Circuit Public Defenders Office to provide Indigent Defense Counsel to all defendants who meet the Annual Federal Poverty Guidelines. Year to date our Indigent Defense Attorney has 268 cases which is a combination of 115 pending and 153 disposed on the docket as of April 2021.

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 8 active participates in the Conditional Discharge Program. The Conditional Discharge Program requires the completion of 40 hours of community service as well as a drug and alcohol program. Participants must also pay a program fee of $150.00 upon completion.

There are currently 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 7 active participates. The TEP Program cost is $280.00 plus the cost of online driving class. It is designed for offenders who have pending moving violations except for Driving under the Influence, Driving under Unlawful Alcohol Concentration, and Reckless Driving.

Alcohol Education Program referred to as AEP has 1 active participants. AEP is only inclusive for alcohol related charges such as minor in procession of alcohol or false identification for

offenders between the ages of 17-21. AEP costs $250.00 plus the cost of online driving class and alcohol education classes.

Pre-Trial Intervention referred to as PTI has 11 active participants. PTI is a program for first-time offenders charged with non-violent crimes all charges are accepted in the program except for Driving Under Influence (DUI) or Driving under Unlawful Alcohol Concentration (DUAC). Program cost $350.00 plus the cost of online driving class, counseling and/or drug testing.

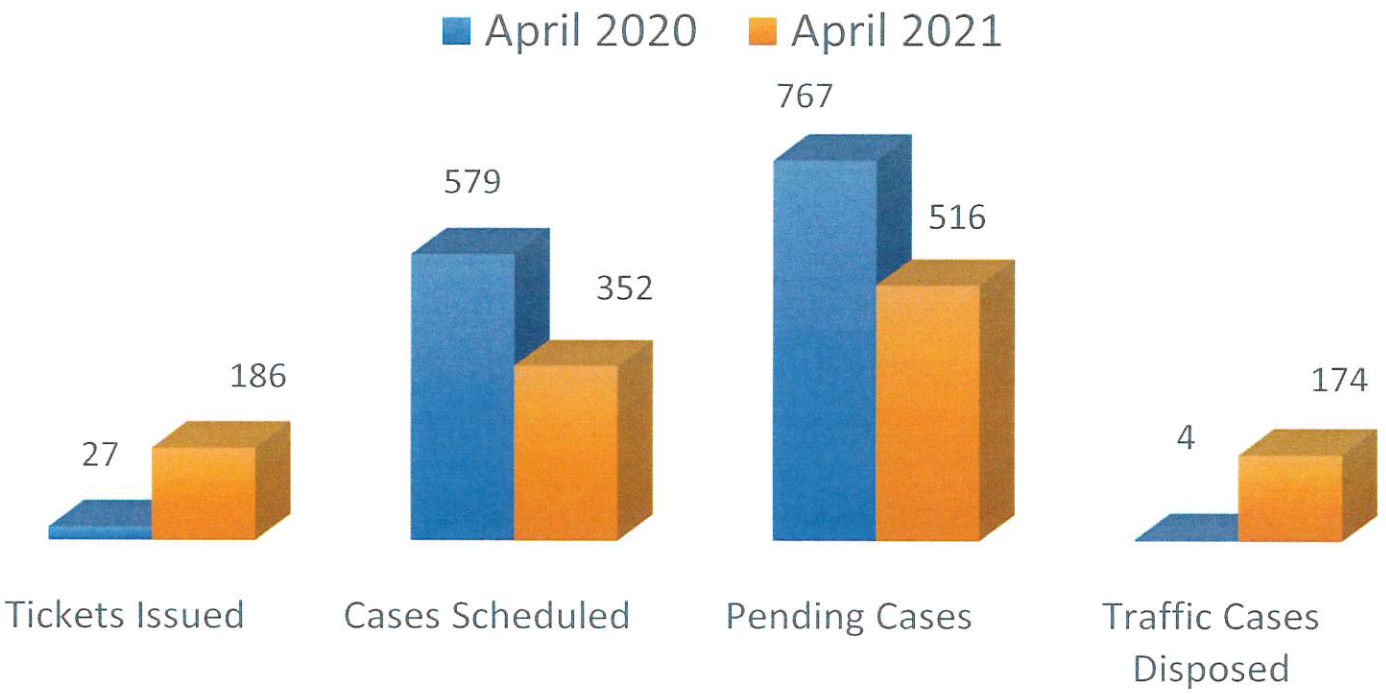
TEP, AEP, and PTI are directly managed through the Solicitors office. The Court provides a referral and the Solicitors Office provides a completion or termination report upon completion date.

Town of Bluffton Municipal Court

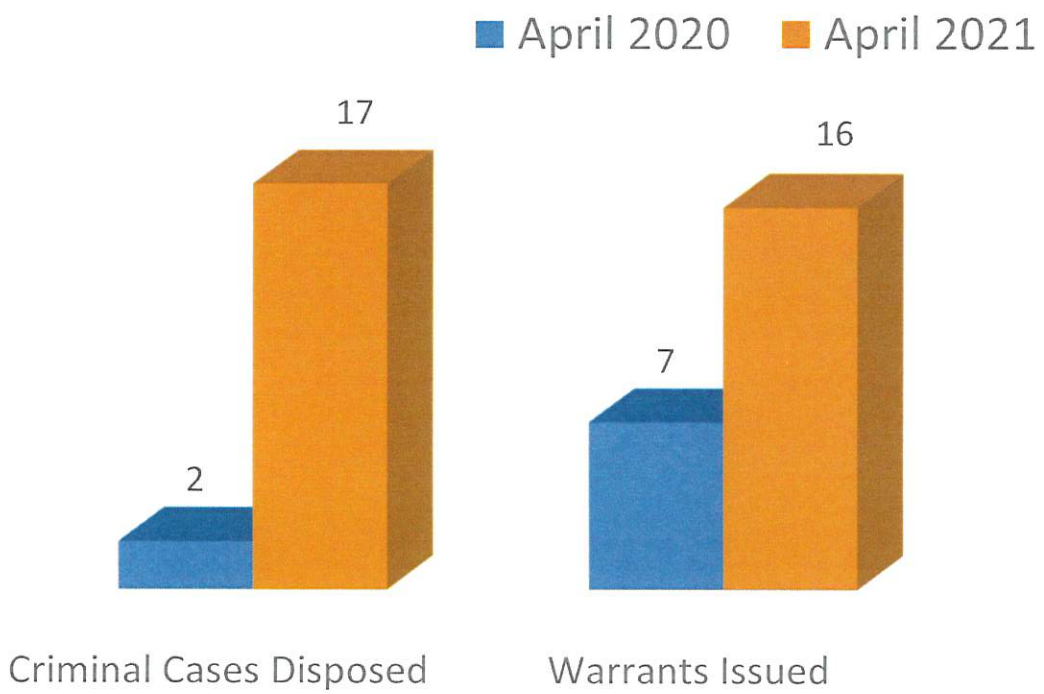
Statistics for April 2021

Presented by:
Lisa Cunningham, Interim Assistant Town Manager

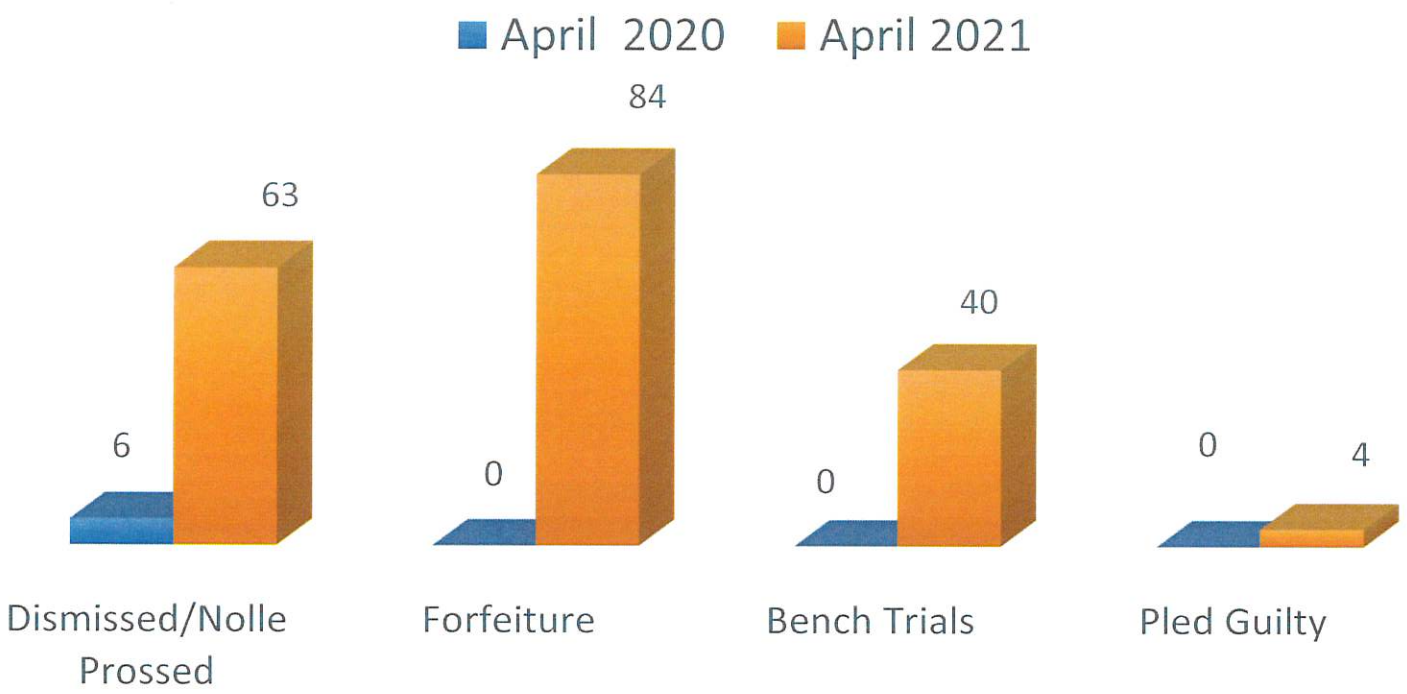
Town of Bluffton Municipal Court



Town of Bluffton Municipal Court



Town of Bluffton Municipal Court



TOWN COUNCIL

STAFF REPORT
Engineering Department

MEETING DATE:	June 8, 2021
SUBJECT:	Engineering Department Monthly Report
PROJECT MANAGER:	Bryan McIlwee, Director of Engineering

CAPITAL IMPROVEMENTS PROGRAM (CIP) AND SPECIAL PROJECTS UPDATE

PATHWAYS

1. Goethe-Shults Sidewalks Phase 2

- Contract has been approved by the Department of Commerce.
- **Next Steps**
  - Issue JS Construction a Notice to Proceed with construction.
  - Schedule pre-construction meetings.

2. Buck Island-Simmonsville Neighborhood Sidewalks and Lighting

- Phase 5 Kitty Road to 301 Buck Island Road, construction is complete. Design of street lighting is underway.
- Phase 6A along Simmonsville Road from Grayco northward to Sugaree Drive contract is on the agenda for approval.
- Phase 6B along Simmonsville Road from Sugaree Drive northward to the existing New Mustang Road sidewalks is under design and permitting review.
- **Next Steps**
  - Prepare and obtain streetlight easements for Phase 5. Install street lighting in FY 2022.
    Phase 6B design and construction of the remaining Simmonsville Road sidewalks to be completed in FY 2021-2022.

3. Bridge Street Streetscape

- Phase 1 Construction Documents are 90% complete and under permitting review.
- SCDHEC 319 grant application was awarded for $179,700 for drainage and water quality improvements.
- Easement exhibits are complete.
- **Next Steps**
  - Complete engineering design in June 2021.
  - Execute contract to begin appraisals
  - Start easement acquisition in July 2021.
  - Construction to start in the first quarter of FY 2022.

4. Boundary Street Streetscape

- Surveying and Engineering Design underway
- **Next Steps**
  - Complete draft preliminary engineering design in June.

5. New Riverside Linear Trail (FY 22 Project)

- **Next Steps**
  - Begin surveying and prepare a Conceptual Master Plan in FY 2022, pending budget approval.
  - Research grant opportunities to fund planning and construction of future trail improvements.

SEWER & WATER

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

- Construction is underway on Phase 5A-D.
- **Next Steps**
  - Complete construction on Phase 5A-D by 8/1/21 contingent upon limited weather delays or unforeseen utility conflicts.
  - Start house connections after the main line is approved by DHEC.

2. Historic District Sewer Extension Phase 1 - Pritchard Street

- Main line construction is underway.
- **Next Steps**
  - Start house connections after the main line is permitted by DHEC.
  - Once construction project is complete, Pritchard Street will be resurfaced from the intersection of Tabby Shell Road south to the intersection of Bridge Street. The resurfacing will cover both lanes of travel.

3. Historic District Sewer Extension Phase 2 - Bridge Street

- Received SCDHEC permit to construct.
- Continue negotiations with property owners for right of entry agreements.
- **Next Steps**
  - Obtain road ownership from SCDOT.
  - Advertise for bids.

4. Historic District Sewer Extension Phase 3 – Colcock Street

- Started surveying and design.
- **Next Steps**
  - Review design drawings.

5. Historic District Sewer Extension Phase 4 – Lawrence Street

- Started surveying and design.

- **Next Steps**
  - Review design drawings.

6. Historic District Sewer Extension Phase 5 – Green Street

- Started surveying and design.
- **Next Steps**
  - Review design drawings.

7. Historic District Sewer Extension Phase 6 – Water Street

- Started surveying and design.
- **Next Steps**
  - Review design drawings.

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 ROW. Easements must now be obtained to install Phase 2 lighting.
- **Next Steps**
  - Obtain easements as needed for Phase 2 street lighting.
  - Begin installation of street lighting in the summer of 2021.

2. Historic District Enhancements

- Engineering design, landscape design and permitting are underway for the drainage improvements at the AME Church.
- AME Church Easements were approved by Town Council.
- Traffic calming guidelines were presented to Town Council at the April meeting.
- ADA ramps and crosswalks were mapped in Cartegraph by GIS/IT
- **Next Steps**
  - Bid AME site construction in June 2021
  - Execute contract with Traffic Consultant to plan and design Historic District crosswalks and ADA improvements for implementation in FY 2022.
  - Obtain quotes for landscape construction at the AME Church

3. Calhoun Street Streetscape

- Conceptual Master Planning complete
- Obtained contract approval for Engineering services at the January 2021 Town Council meeting
- Surveying and Engineering Design underway
- **Next Steps**
  - Obtain all survey data in June and continue with Engineering design. Obtain preliminary plan in July and continue planning into FY 2022.

4. Squire Pope Carriage House Preservation

- Construction Documents are complete and submitted to SHPO for a courtesy review.
- **Next Steps**
  - Finalize modifications to the Construction Documents to include a separate stabilization phase of building in FY 2022.
  - Prepare bid solicitation package in FY 2022.
  - Awaiting budget approval for future construction funding.

PARK DEVELOPMENT

1. Oyster Factory Park

- Conceptual Master Plan has been updated and reviewed by Town Council at the January Quarterly Workshop.
- Witmer, Jones and Keefer to complete Design Development Drawings in May 2021.
- Executed engineering design contract with Ward Edwards for the next phase of development.
- **Next Steps**
  - Obtain ACOE and DHEC Permit for installation of salvaged dock components from Calhoun Street.
  - Begin final engineering design for the next phase of master planned improvements in June 2021.

2. Calhoun Street Dock and Public Riverfront Access Improvements

- Dock construction is complete.
- **Next Steps**
  - Complete installation of Dock signage.
  - Close out project

3. Wright Family Park

- Park Construction complete.
- Obtaining Quotes to add HVAC to Restroom Building
- **Next Steps**
  - Coordinate ribbon cutting ceremony as pandemic allows.
  - Prepare change order for HVAC installation.

4. Oscar Frazier Park

- Sidewalk construction complete.
- **Next Step**
  - Add benches and regrade fields in FY 2022.
  - Continue planning of future improvements in FY 2022.

5. New Riverside Barn/Park

- Submitted grant application to LWCF for $500,000.00 funding of the initial phase of the project. Application is under review by NPS.

- Obtained Town Council approval of the Conceptual Master Plan at the December 2020 Council meeting.
- Executed contracts with Thomas and Hutton for Phase 1 Engineering design.
- Hart Howerton completed Design Development of Phase 1 Site Development and Restroom building.
- Schematic design of the barn addition is underway.
- Obtained quotes from local architects to provide Construction Document Services for the restroom building.
- **Next Steps**
  - Complete schematic design of Barn additions and begin Construction Documents in June 2021.
  - Complete construction drawings, cost estimating and permitting of Phase 1 site development in the second quarter of FY 2022.
  - Bidding and construction of Phase 1 site development is anticipated to begin in the third quarter of FY 2022.

TOWN FACILITIES AND MISCELLANEOUS PLANNING

1. Buckwalter Place Multi-County Commerce Park

- Buckwalter Place Park and Veterans Memorial are complete.
- Design for the Buckwalter Park restroom is underway with Thomas and Hutton and Pearce Scott Architects.
- Site planning for future development parcel underway with Cranston Engineering.
- **Next Steps**
  - Obtain permits for the utility extensions for the proposed Buckwalter Park Restroom.
  - Continue site planning for future development parcel, pending direction from proposed tenant.

2. Town of Bluffton Housing Project

- **Next Steps**
  - Planning and design to begin in FY 2022 as directed by Joint Venture Agreement.
  - Assist with the preparation of a comprehensive cost estimate for planning, design and construction for the various housing projects.

3. Law Enforcement Center Facility Improvements

- Parking and Service Yard Expansion construction began in December 2020 with CBG Siteworks Construction.
- Bid and negotiated contract for landscape construction in May 2021
- **Next Steps**
  - Continue construction of LEC service yard and parking improvements. Construction anticipated to be complete by the July 2021.
  - Information Technology department coordinating upgrades to building security systems.

4. Ghost Roads

- Surveying and easement exhibits are complete.
- Pritchard Street Quit Claim Deed exhibits are 95% complete.
- The Town Attorney is working with Bridge Street property owners to obtain Quit Claim Deeds and agreement to extend service to homes.
- Staff is meeting with individual property owners to raise awareness of the acquisition efforts and communicate next steps.
- **Next Steps**
  - Continue meeting with individual property owners and obtaining quit claim deeds.

5. Community Safety Cameras

- Cameras have been installed at Bluffton Road Public Parking Lot, Veterans Park, Wright Family Park, Calhoun Street Dock.
- Fourteen older cameras in the network have been replaced.
- **Next Steps**
  - Continue with camera replacements and upgrades as necessary.

6. Public Works Facility Improvements

- Finalize the plans for expanding of Public Works yard.
- Install new plumbing/ electric for the washer and dryer.
- **Next Steps**
  - Begin permitting and bid for the expansion of the yard.
  - Bid the installation of the plumbing and electric.

6. Rotary Community Center Facility Improvements

- Replace the hardwood floor in the main area.
- **Next Steps**
  - Request bids for the replacement of the new floor.

7. Watershed Management Facility Improvements

- Remove the carpet and install new flooring in the rear office space.
- **Next Steps**
  - Request quotes on completing the new flooring in the office.

DIVISION/STAFF UPDATES

Project Management

The Town of Bluffton was selected as the 2021 winner of the Municipal Achievement Award for the development of Wright Family Park.

Thirty-five (35) CIP projects are currently in progress. Don Ryan Center, Veteran Memorial, Buckwalter Park, BIS Phase 5 sidewalks, BIS Sewer Phase 5E, Wright Family Park and the Calhoun Street Dock were completed so far in FY 2021. CIP projects including HD Sewer

Phase 1 (Pritchard Street), BIS Sewer Phase 5A-D and the LEC Expansion area are currently under construction and scheduled to be complete by the end of FY 2021 or first quarter of FY2022. Boundary Street Lighting, BIS Phase 6A Sidewalks, Goethe Shults Sidewalks Phase 2 and HD Sewer Phase 2 are expected to start construction by the end of FY 2021. The remaining CIP projects are still in the design phase and several are planned to start construction in FY 2022.

Watershed Management

1. Southern Lowcountry Regional Board (SoLoCo)

a. Regional Southern Lowcountry Post Construction Stormwater Ordinance and Design Manual

- Via concurrence of the Mayor and direction by the Town Manager, staff has participated in the SoLoCo Technical Working Group to develop a regional stormwater model ordinance and design manual and investigate the viability of a regional stormwater authority.
- Beaufort County adopted the SoLoCo Stormwater ordinance and design manual and began implementation 2/1/21.
- 2/9/21 Town Council tabled the item until the SoLoCo Technical Subcommittee has completed its review.
- **Next Steps**
  - Additional public comments received will require more staff time to resolve prior to bringing back to Council for Public Hearing and second reading.
  - SoLoCo Technical Subcommittee met in May to review 67 comments received and develop responses.

2. Sea Level Rise Task Force

- Following Beaufort County's presentation and request for regional participation at the 10/22/19 SoLoCo meeting, staff attended the Sea Level Rise Task Force meetings to discuss a possible No Fill Ordinance and county-wide sea level rise adaptation strategies.
- Task Force met 12/15/20 and 12/18/20 to prioritize recommendations for final document with strategies for local governments to implement policies, ordinances and projects to mitigate the potential impacts of sea level rise.
- **Next Steps**
  - Beaufort County to present and request a recommendation from SoLoCo for regional partners to adopt.

3. Joint Councils Meeting for Watershed Management Initiatives

- BJWSA developed their CIP list for FY 2020 sewer projects which does not include any projects in the County's jurisdiction in the May River Headwaters without cost-sharing.

- Following the Joint Councils Meeting with BJWSA, held on 2/25/20, staff from Beaufort County and Town of Bluffton met to discuss sewer extension scope and strategy on 2/27/20.
- Staff from the Town, County, and BJWSA met via Zoom 3/27/20 to confirm project scope, cost, and potential project manager. the last project cost estimate to extend, connect, and abandon septic in the Stoney Creek project area is $4.7 million (B. Chemsak email 7/22/19) but they anticipate those numbers increasing to $5.5 million. The proposal is 1/3 cost-share, so the Town's portion would be approximately $1.83 million. Beaufort County has not formally agreed or committed any funding.
- Neither BJWSA nor Beaufort County have committed funds in FY 2021 to begin sewer extension.
- Town Manager, Director of Engineering and staff met with BJWSA General Manager, Engineer and staff on 6/5/20 to discuss how to move the project forward.
- The Town submitted a response on 12/18/21 to BJWSA's "call for projects" request that prioritizes May River Watershed sewer projects.
- Staff drafted a letter for the Town Manager's review requesting Beaufort County commitment to cost-share Stoney Creek/Palmetto Bluff Rd. sewer project in the May River watershed.
- Staff presented an update on current status at 4/20/21 Town Council Workshop.
- **Next Steps**
  - Town Council made the decision to setup a meeting between Town Council and Bluffton County Council representatives.

4. 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

5. May River Watershed Action Plan Implementation Summary - Attachment 2

6. Municipal Separate Storm Sewer System (MS4) Program Update

- Staff is currently updating the Town's MS4 Stormwater Management Plan and supporting documentation. SCDHEC is currently in the process of developing a revised National Pollutant Discharge and Elimination (NPDES) Permit for Small MS4s and will re-issue to permittees, including the Town, in the future.

7. 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 meeting is scheduled for 5/27/21. **Attachment 3**
- Staff presented at the Carolinas Climate Resilience Conference (CCRC) on 5/11/21.
- Staff continues to work with the Town Digital Communication Manager to promote a series of MS4 stormwater educational tips and reminders for the Bluffton community via the Town's Facebook page.

8. 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**
  - In early March, Town staff shared results via email from microbial source tracking (MST) samples collected on 02/15/21 following approximately 2.17 inches of rainfall over several days. This sampling effort coincided with the winter weather event that disrupted mail services and delayed sample delivery to the Florida lab. At that time, only Headwaters' samples were analyzed for the human marker and reported to Council, WAPAC, Senior Staff, and Outside Agencies. Following receipt of these preliminary results, staff directed the FL lab to analyze additional samples collected from the "Historic District" and "Headwaters" for the human marker. The human genetic marker was detected at thirteen (13) Town monitoring locations located in sewered and unsewered areas of the May River Watershed. Town staff continues to conduct septic system education, work with regional partners, and to identify the location of sewer infrastructure in relation to Town monitoring locations.
  - Town staff coordinates with the SC Department of Health and Environmental Control (SCDHEC) to pull MST samples concurrently with the state's routine shellfish harvesting water quality sampling at stations 19-19, 19-19A, 19-19B, 19-19C, and 19-24. SCDHEC conducted sampling on 5/03/21. The human genetic marker was detected at SCDHEC Shellfish Harvesting Station 19-19C. Staff will be notifying Council and Senior Staff of these findings and highlighting follow-up actions via email.
- Illicit Discharge Investigations – **Attachment 4e**

9. MS4 MCM – #4 Construction Site Stormwater Runoff Control – Attachment 5

10. MS4 MCM – #5 Stormwater Plan Review and Related Activity – Attachment 6

11. MS4 MCM – #6 Good Housekeeping (Staff Training/Education)

- Staff is attending Certified Stormwater Plan Reviewer (CSPR) training.
- Staff provided illicit discharge detection and elimination (IDDE) and good housekeeping educational handouts to three (3) new Town employees.

12. Citizen Drainage, Maintenance, and Inspections Concerns Map – Attachment 7

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

<u>Public Works</u>

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

- Performed weekly street sweeping on Calhoun Street, Highway 46, Bruin Road, May River Road, Pin Oak Street, and curbs and medians on Simmonsville and Buck Island Roads.
- Performed ditch inspections
  - Arrow ditch (2,569 LF)

  - Red Cedar ditch (966 LF)
  - Buck Island roadside ditch (15,926 LF)
  - Simmonsville roadside ditch (13,792 LF)
- Ongoing roadside mowing, litter clean-up and maintenance of 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.
- Ongoing mowing of the New River side trail and field at New River barn.
- Beautification Program –Landscape Maintenance - ongoing routine.

2. Facilities

- Facilities and Parks Maintenance - ongoing routine.

3. Special Events and Rental Activities Report - Attachment 9

4. Public Works Activities Report - Attachment 10

Attachments

1. SCDHEC Shellfish Harvesting Monitoring Data Year-to-Date
   a. SCDHEC May River Shellfish Harvesting Status Exhibit
2. May River Watershed Action Plan Implementation Summary*
3. MS4 Minimum Control Measures #1 and #2 – May River Watershed Action Plan Advisory Committee Cancelation 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. Rental and Special Events Activity Report
10. Public Works Activities Report
11. CIP Project Schedules

* Attachment noted above includes the latest updates in bold and italic font.

SCDHEC Shellfish Harvesting Monitoring Data Year-to-Date
May River Headwaters Shellfish Stations

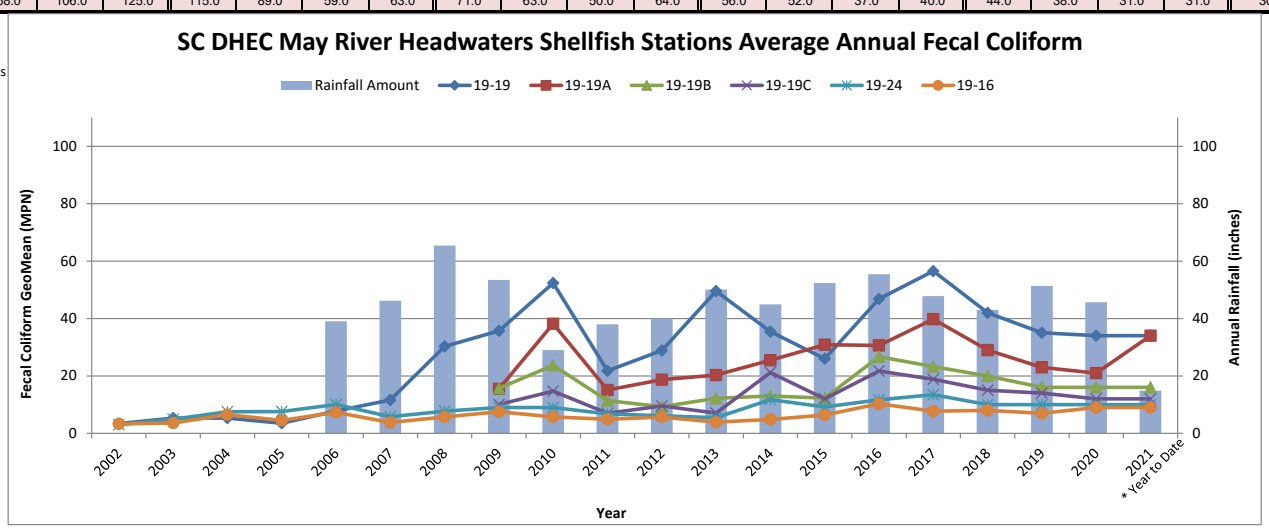
ATTACHMENT 1

	19-19				19-19A				19-19B				19-19C				19-24				19-16			
	2018	2019	2020	2021	2018	2019	2020	2021	2018	2019	2020	2021	2018	2019	2020	2021	2018	2019	2020	2021	2018	2019	2020	2021
	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	79.0	170.0	17.0		49.0	33.0	22.0		33.0	140.0	17.0		46.0	33.0	4.5		23.0	13.0	4.0		21.0	110.0	11.0	
November	49.0	17.0	70.0		13.0	6.8	31.0		23.0	7.8	17.0		17.0	11.0	13.0		17.0	4.5	13.0		7.8	2.0	4.5	
October	79.0	7.8	49.0		23.0	4.5	79.0		7.8	2.0	31.0		7.8	4.5	21.0		7.8	1.8	33.0		2.0	2.0	79.0	
September	49.0	79.0	110.0		23.0	33.0	49.0		13.0	6.8	49.0		17.0	17.0	33.0		17.0	4.5	33.0		17.0	1.8	33.0	
August	70.0	70.0	49.0		23.0	49.0	49.0		13.0	33.0	23.0		4.5	22.0	23.0		7.8	7.8	17.0		17.0	17.0	22.0	
July	23.0	4.5	33.0		33.0	13.0	13.0		11.0	7.8	23.0		7.8	17.0	7.8		13.0	22.0	7.8		4.5	13.0	17.0	
June	11.0	33.0	NS		23.0	49.0	NS		23.0	49.0	NS		7.8	46.0	NS		4.5	13.0	NS		1.8	4.5	NS	
May	17.0	7.8	70.0	2.0	33.0	9.2	49.0	49.0	17.0	7.8	23.0	23.0	13.0	2.0	22.0	23.0	23.0	6.8	6.8	23.0	13.0	4.5	4.5	7.8
April	33.0	23.0	33.0	33.0	13.0	13.0	33.0	23.0	17.0	7.8	13.0	22.0	17.0	6.8	6.8	17.0	49.0	23.0	13.0	7.8	17.0	6.8	13.0	2.0
March	22.0	23.0	170.0	33.0	21.0	23.0	49.0	11.0	4.5	6.8	130.0	17.0	11.0	13.0	49.0	13.0	7.8	7.8	70.0	2.0	9.3	4.5	33.0	2.0
February	17.0	64.0	17.0	79.0	7.8	33.0	7.8	70.0	17.0	23.0	21.0	79.0	17.0	31.0	4.5	23.0	2.0	6.8	4.5	7.8	7.8	13.0	6.8	6.8
January	13.0	23.0	95.0	17.0	2.0	23.0	33.0	17.0	4.5	13.0	33.0	13.0	2.0	33.0	17.0	23.0	1.8	7.8	17.0	17.0	4.5	23.0	17.0	13.0
Additional Samples																								
Additional Samples																								
Average Annual GeoMean	30.8	26.4	51.4	19.6	17.5	19.0	31.9	27.2	13.1	13.0	27.3	24.5	10.7	14.5	14.0	19.3	9.8	8.0	13.8	8.6	7.9	7.5	15.3	4.9
** Truncated GeoMetric Mean	42.0	35.0	34.0	32.0	29.0	23.0	21.0	24.0	20.0	16.0	16.0	19.0	15.0	14.0	12.0	15.0	10.0	10.0	10.0	10.0	8.0	7.0	9.0	9.0
** Truncated 90th Percentile	176.0	168.0	106.0	125.0	115.0	89.0	59.0	63.0	71.0	63.0	50.0	64.0	56.0	52.0	37.0	40.0	44.0	38.0	31.0	31.0	30.0	32.0	35.0	35.0

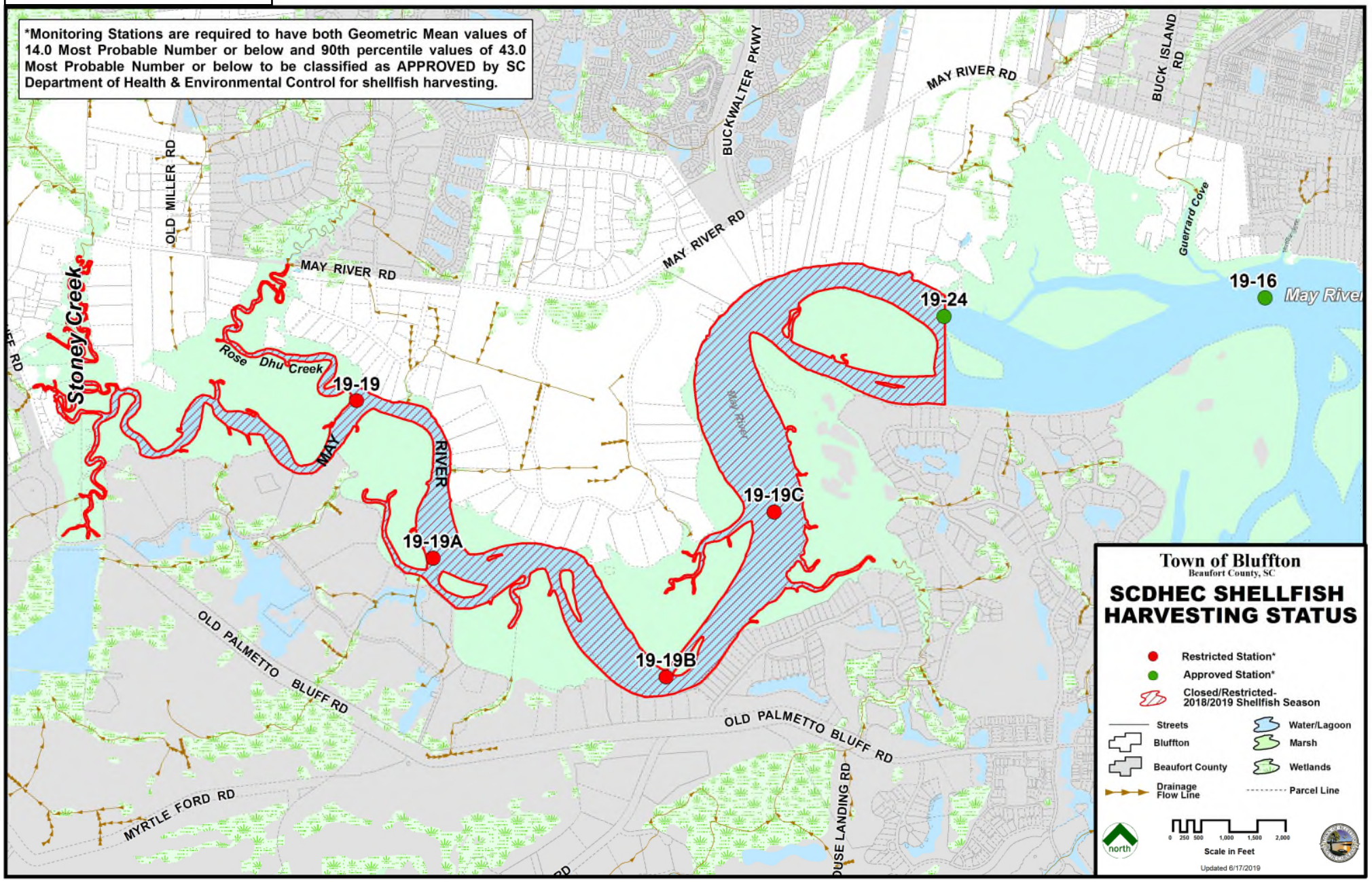
NS = No Sample

AS = Additional Samples

** Town staff calculations utilizing DHEC statistics



May River Headwaters



ACTIVITY - FINANCIAL	STATUS
Funding Opportunities	Council unanimously adopted $115 SWU Fee and NPDES-related Fees on 6/9/20.
ACTIVITY - POLICIES	**STATUS**
Sewer Connection & Extension Policy	*Completed 2017.*
Septic to Sewer Conversion Program	*Completed 2018.*
Sewer Connection Ordinance and Ordinance Amendment	*Completed 2015 and 2018, respectively.*
Southern Lowcountry Regional Stormwater Ordinance and Design Manual	***Current project updates are included in Engineering Consent Agenda under "Southern Lowcountry Regional Board (SoLoCo)."***
ACTIVITY - PROJECTS	**STATUS**
Sanitary Sewer Extension	Completed Buck Island/Simmonsville Road (BIS) Phases I, II, III, IV; Toy Fields; Jason/Able; and Poseys Court. Six project phases of Historic District sewer extension are proposed in the 5-year Capital Improvement Program. ***Current project updates are included in Engineering Consent Agenda under "Sewer & Water."***
May River 319 Grant Phase 1 - New Riverside Pond (Grant award of $483,500 in 2009)	*Completed 2013.*
May River 319 Grant Phase 2 - Pine Ridge (Grant award of $290,000 in 2011)	*Completed 2016.*
May River 319 Grant Phase 3 - Town Hall Parking Retrofit (Grant award of $231,350 in 2016)	*Completed 2019*.
May River 319 Grant Phase 4 - Sanitary Sewer Connections (Grant award of $365,558.36 in 2019)	Grant to construct 49 sewer lateral connections in Poseys Court, Little Aaron and Historic District Phases 1 and 2. ***Current project updates are included in Engineering Consent Agenda under "Sewer & Water."***
May River 319 Grant Phase 5 - Bridge Street Streetscape (Grant award of $179,900 in 2020)	Supports enhanced drainage and water quality improvements as part of the Bridge Street Streetscape project. ***Current project updates are included in Engineering Consent Agenda under "Pathways."***
Stoney Creek Wetlands Restoration: Preliminary Design Phase	Project on hold following Council direction on 5/31/17.
May River Watershed Action Plan Update & Modeling Report	*Completed 2021. Town Council adopted the document as a supporting document to the Comprehensive Plan on 2/9/21.*
ACTIVITY - PROGRAMS	**STATUS**
Public Outreach/Participation/Involvement (MS4 Minimum Control Measures #1 & 2)	Outreach and involvement efforts continue through county-wide partnership with Carolina Clear as Lowcountry Stormwater Partners - Neighbors for Clean Water, through local cleanups, civic group presentations, and the May River Watershed Action Plan Advisory Committee. ***Current updates are included in Engineering Consent Agenda and Attachment 3.***
Infrastructure Mapping/GIS (MS4 Minimum Control Measure #3)	Data points continue to be collected with new development to meet MS4 requirements & populate water quality model. ***Current updates are included in Engineering Consent Agenda Attachment 4a.***

ACTIVITY - PROGRAMS continued	STATUS continued
Water Quality Monitoring Program (MS4 Minimum Control Measure #3)	1. SCDHEC Shellfish monitoring results and map 2. *E. coli* bacteria "hot spot" concentrations 3. Microbial Source Tracking of bacteria 4. Illicit Discharge investigation and monitoring 5. BMP efficacy monitoring 6. MS4 monitoring ***Current updates are included in Engineering Consent Agenda Attachments 1, 1a, 4b - 4d.***
Illicit Discharge Detection & Elimination (IDDE) Program (MS4 Minimum Control Measure #3)	Response to reported and observed non-stormwater discharges to the stormwater drainage system. ***Current updates are included in Engineering Consent Agenda Attachment 4e.***
Construction Site Stormwater Runoff Control Program (MS4 Minimum Control Measure #4)	Sediment and erosion control inspections with escalating enforcement response. ***Current updates are included in Engineering Consent Agenda Attachment 5.***
Stormwater Plan Review & Related Activity Program (MS4 Minimum Control Measure #5)	SCDHEC delegated plan review-related activities. ***Current updates are included in Engineering Consent Agenda Attachment 6.***
Ditch Inspection/Maintenance Program (MS4 Minimum Control Measure #6)	Continued coordination with SCDOT, Beaufort County and Town Public Works to inspect and maintain ditches within the Town's jurisdiction. ***Current updates are included in Engineering Consent Agenda Attachment 7.***
Neighborhood Assistance Program - Septic System Maintenance Program	On-going assistance offered to Town residents regardless of financial status through Neighborhood Assistance Program (NAP). ***Current updates are provided in Growth Management Consent Agenda.***

PUBLIC NOTICE

THE MAY RIVER WATERSHED ACTION PLAN ADVISORY COMMITTEE (WAPAC)
Meeting scheduled for

Thursday, May 27, 2021 at 9:00 A.M.

has been CANCELED
due to lack of agenda items

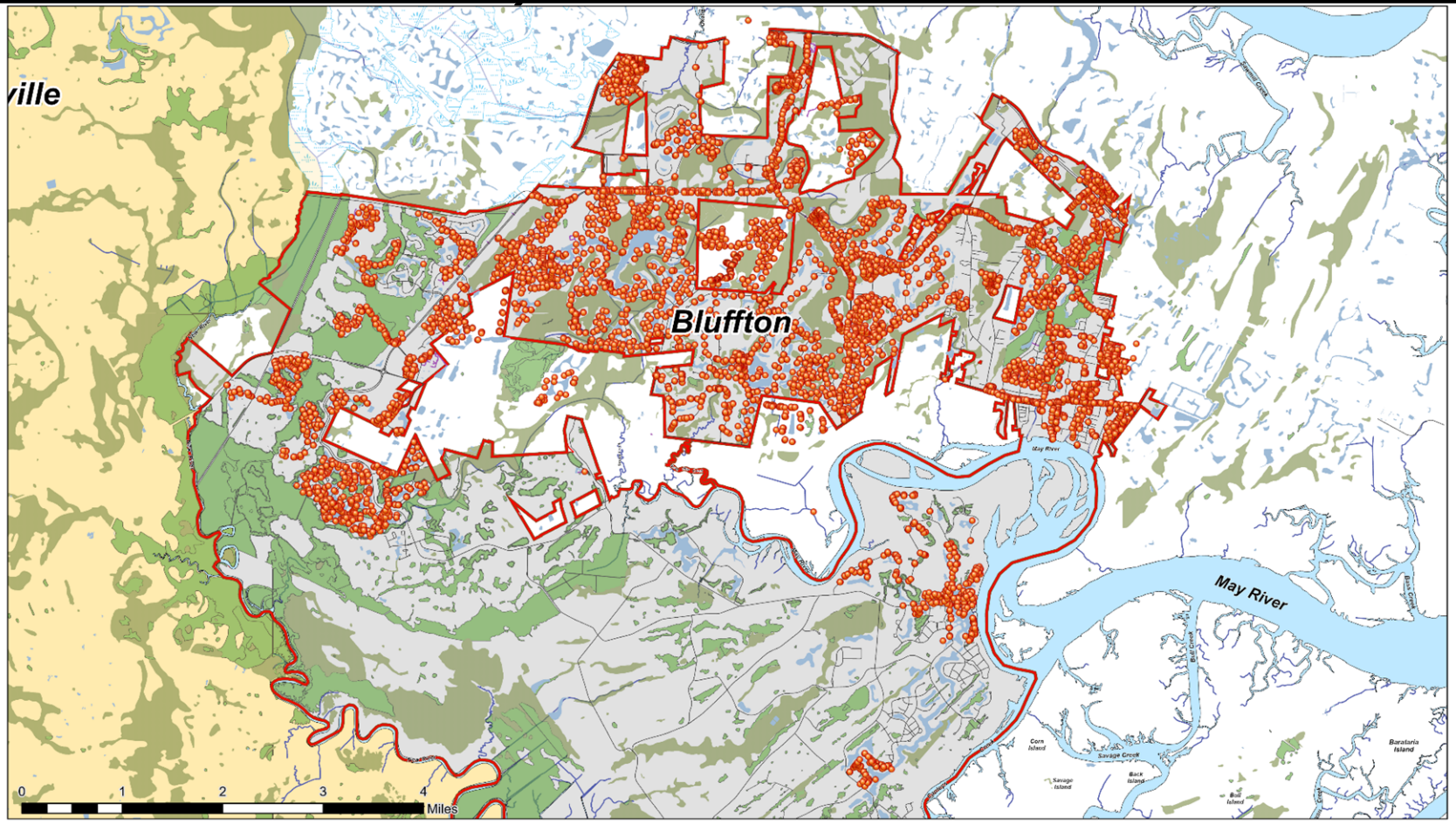
The next meeting is scheduled for
Thursday, June 24, 2021

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

RENTAL AND SPECIAL EVENTS ACTIVITY REPORT

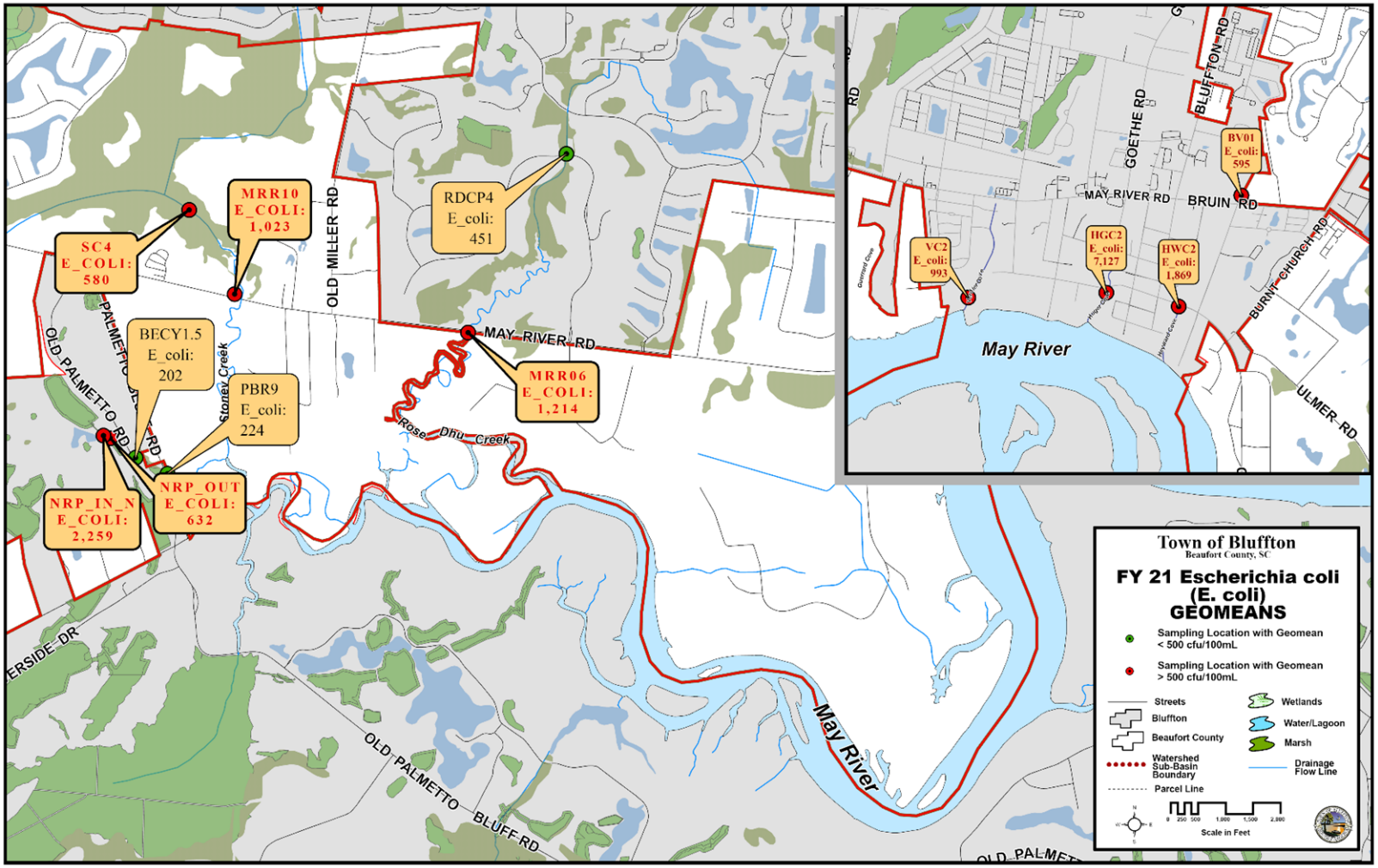
MONTHLY ACTIVITY 2021	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD TOTALS
Oyster Factory Park Rentals	1	1	7	3	4								16
Oyster Factory Park Special Events	1	1	0	3	5								10
Martin Family Park Rentals	0	0	0	1	1								2
Martin Family Park Special Events	0	0	0	0	4								4
Green Street Special Events	3	4	5	6	4								22
Buckwalter Place Park Rentals	0	0	1	0	0								1
Buckwalter Place Park Special Events	0	1	1	0	2								4
Field of Dreams Rentals Oscar Frazier Park	0	0	0	0	0								0
Field of Dreams Special Events Oscar Frazier Park	0	0	0	0	0								0
Rotary Community Center Rentals	1	4	2	7	10								24
Rotary Community Center Special Events	0	0	0	0	2								2
Rotary Community Center Showings	3	5	4	5	6								23
MONTHLY TOTALS	9	16	20	25	38	0	0	0	0	0	0	0	

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



Stormwater Infrastructure Inventory Collection Status	
FY 2021 YTD Collection Totals	1,360
FY 2020 Collection Totals	4,878
FY 2019 Collection Totals	2,925
FY 2018 Collection Totals	3,777

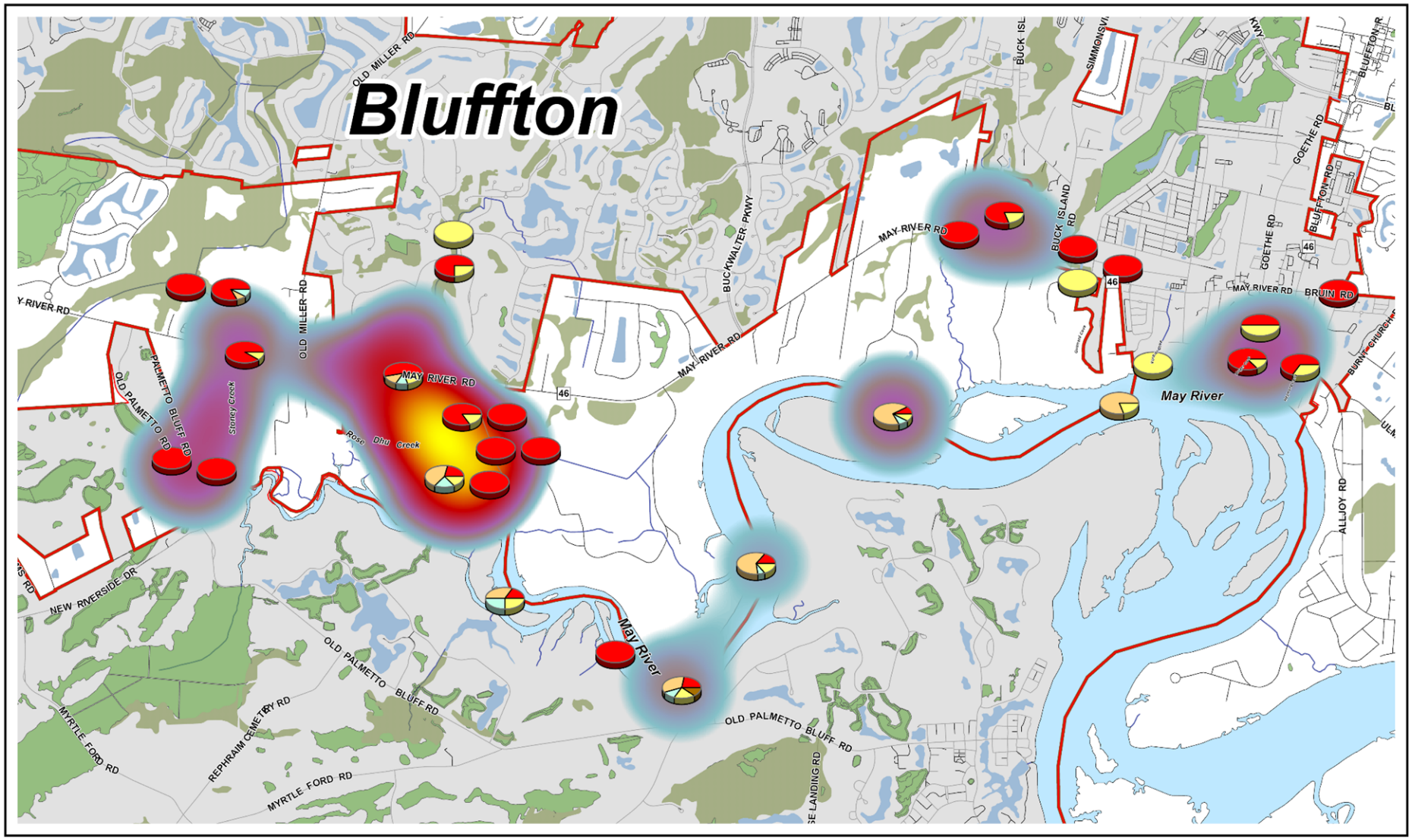
MS4 Minimum Control Measure #3 – IDDE:
E. coli Concentrations Trend Map



	USCB Water Quality Samples	Microbial Source Tracking Samples	MS4 Quarterly Samples Collected
FY 2021 YTD Totals	306	89	95
FY 2020 Totals	223	115	123
FY 2019 Totals	280	193	264
FY 2018 Totals	216	217	224

- MST program began November 2016; MS4 Quarterly Sampling initiated 2/2017
- Totals include only samples submitted for laboratory analysis, and not *in situ* parameters.

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



MSTSamplingResults
- 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

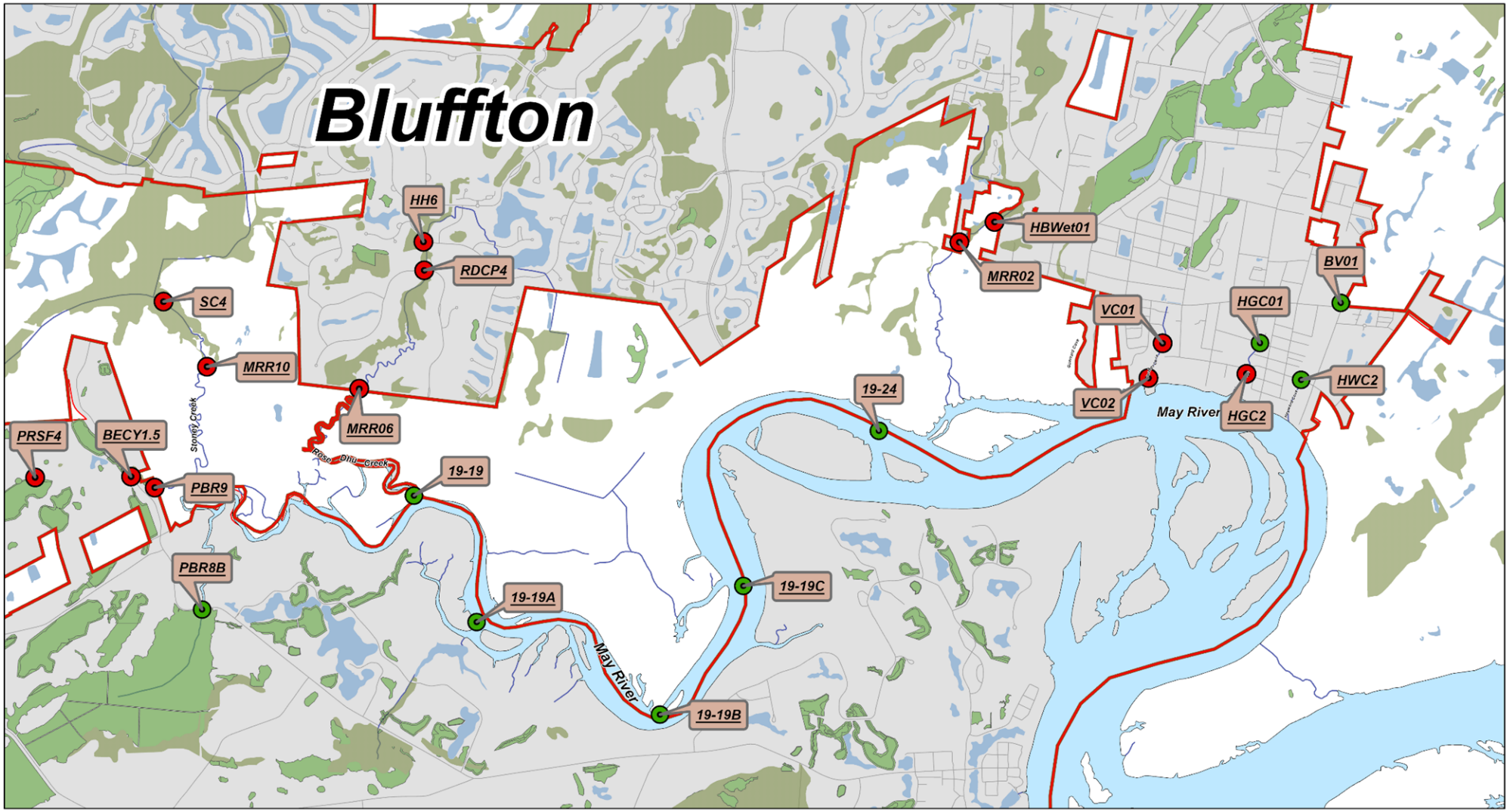
Town of Bluffton
Beaufort County, SC

- Town Jurisdiction
- Beaufort County
- Drainage Flow Lines

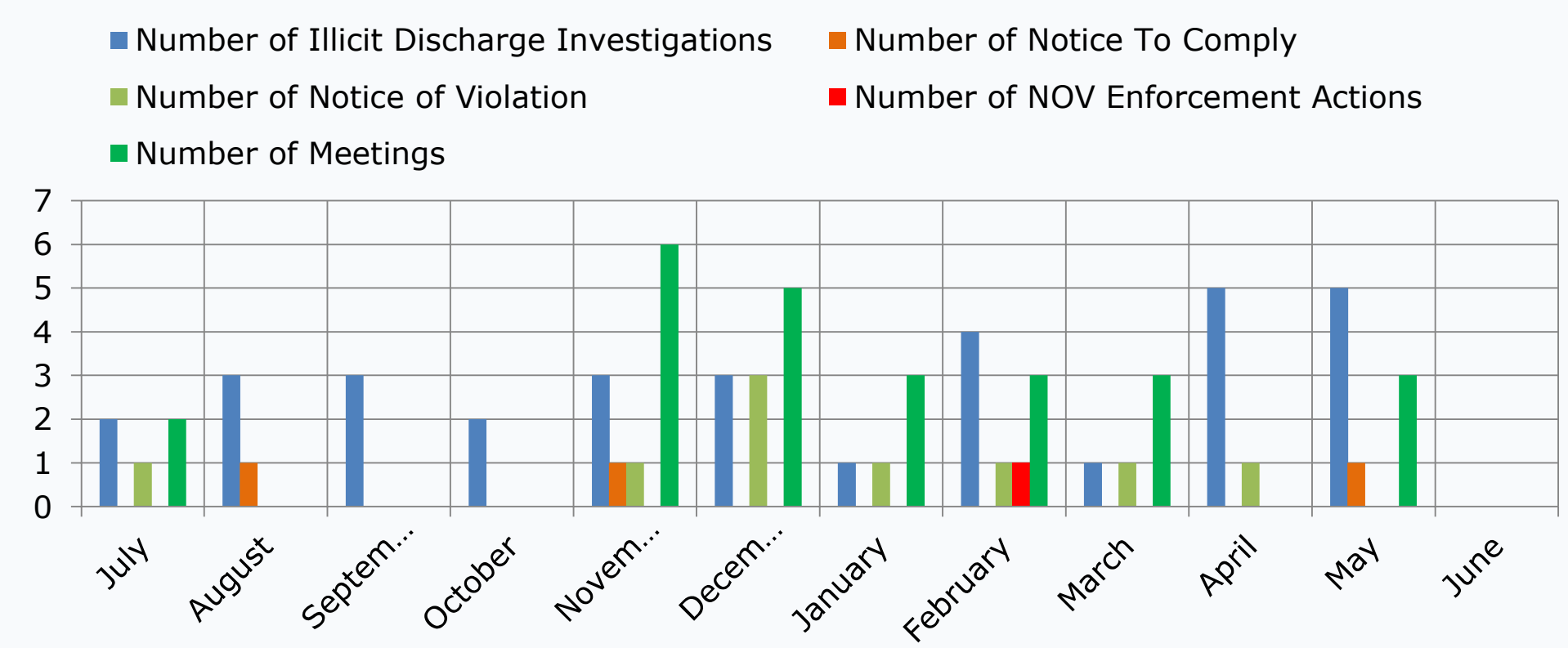
N

Updated Date: 5/19/202

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

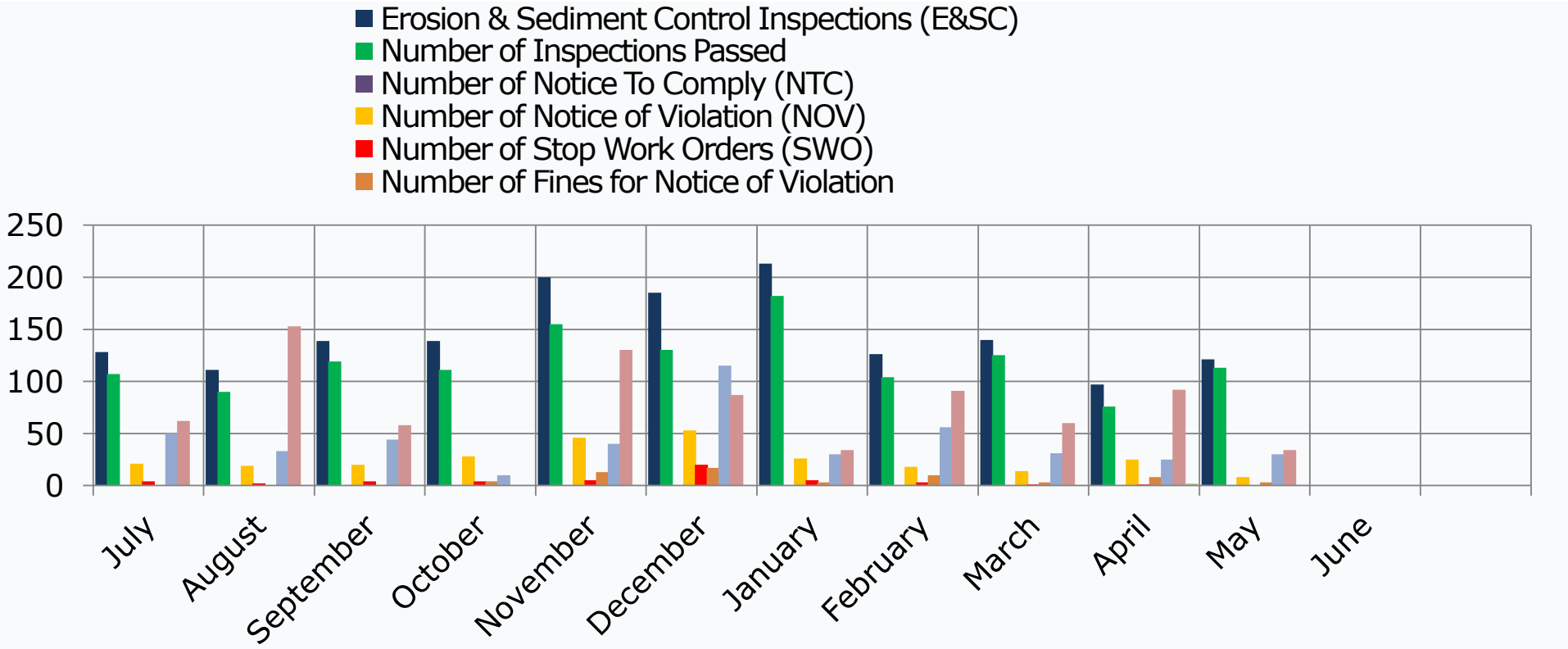


MS4 Minimum Control Measure #3 – IDDE: Illicit Discharge Investigations



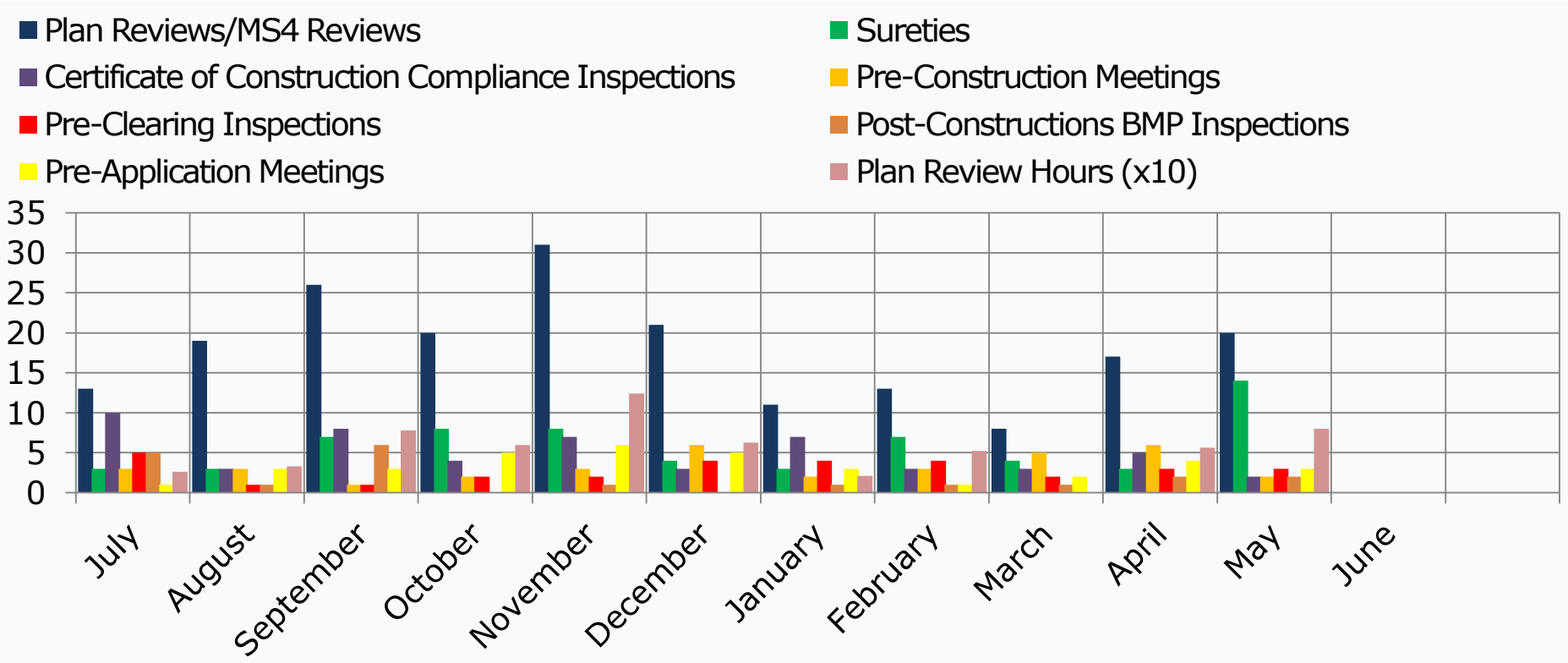
	Number of Illicit Discharge Investigations	Number of Notices To Comply Issued	Number of Notices of Violation Issued	Number of NOV Enforcement Actions	Number of Meetings
FY 2021 YTD Totals	32	3	9	1	25
FY 2020 Totals	45	10	8	6	49
FY 2019 Totals	38	20	3	1	61
FY 2018 Totals	48	20	4	2	60

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



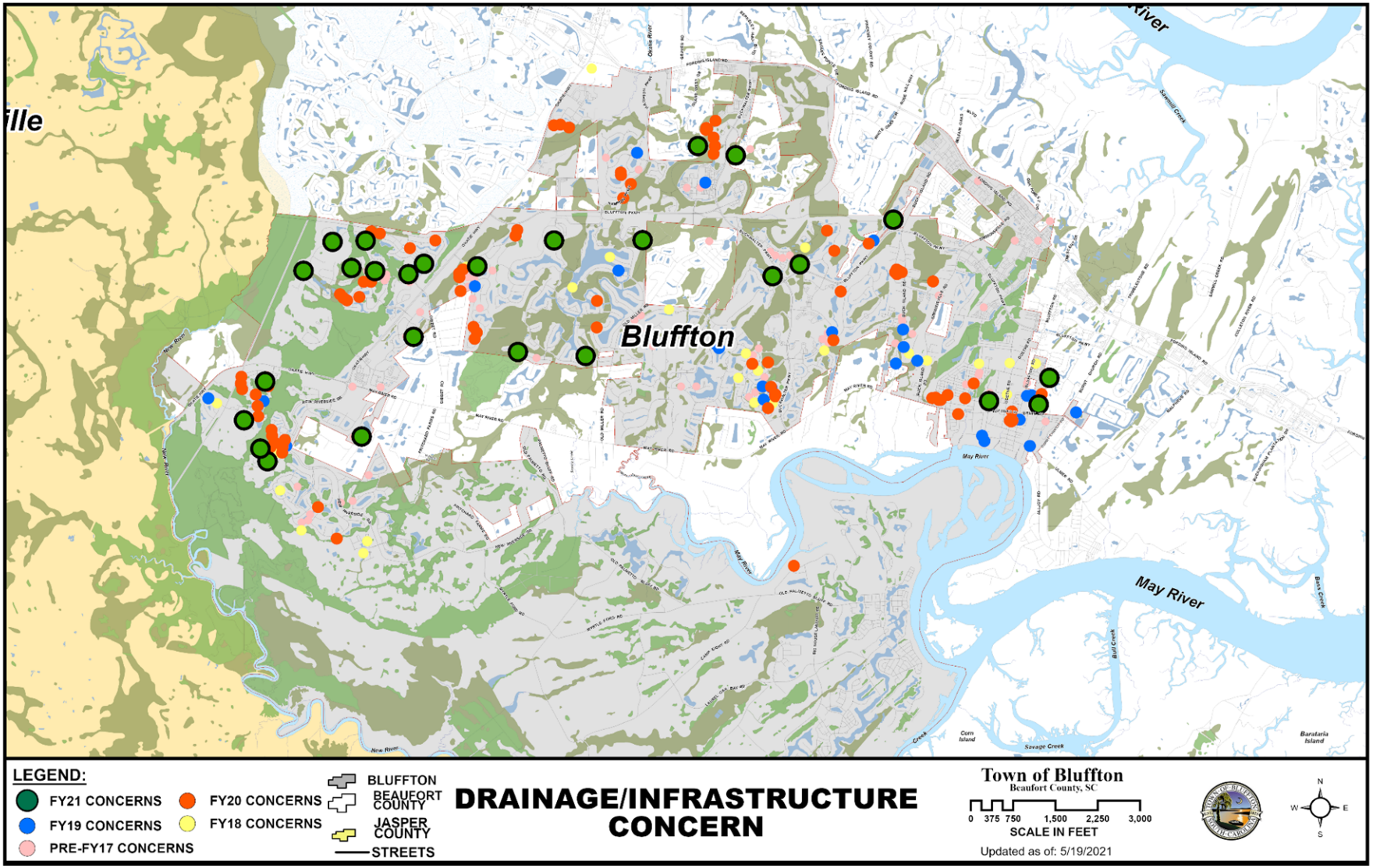
	Number of Sediment & Erosion Control Inspections	Number of Inspections Passed	Number of NTC Issued	Number of NOVs Issued	Number of SWO Issued	Number of NOV Enforcement Actions	Number of E&SC Meetings
FY 2021 YTD Totals	1,582	1,330	N/A	244	29	44	390
FY 2020 Totals	1,517	1187	128	185	16	9	496
FY 2019 Totals	1,688	1,384	254	72	N/A	7	403

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



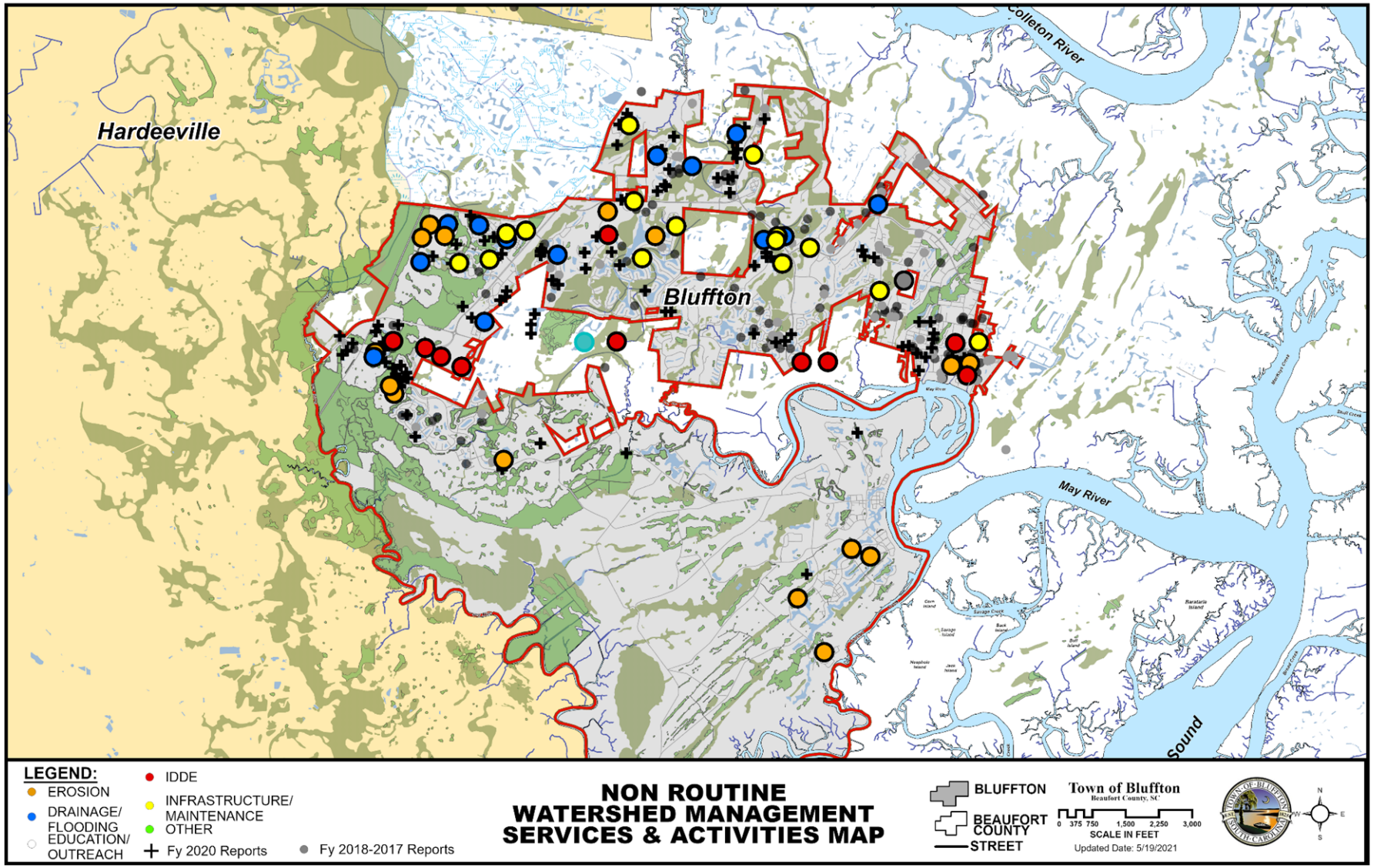
	Plan Reviews MS4 Reviews	Sureties	Certificate of Construction Compliance Inspections	Pre-Construction Meetings	Pre-Clearing Inspections	Post Construction BMP Inspections	Pre-Application Meetings	Total Plan Review Hours
FY 2021 YTD Totals	165	53	49	26	23	19	3	458 Hrs.
FY 2020 Totals	176	53	46	36	17	8	36	789 Hrs.
FY 2019 Totals	208	52	53	47	37	27	63	1,040 Hrs.

Citizen Drainage, Maintenance and Inspections Concerns Map



	Number of Drainage Concerns Investigated	Number of Meetings
FY 2021 YTD Totals	39	33
FY 2020 Totals	68	76
FY 2019 Totals	54	59

Citizen Request for Watershed Mngt. Services & Activities Map



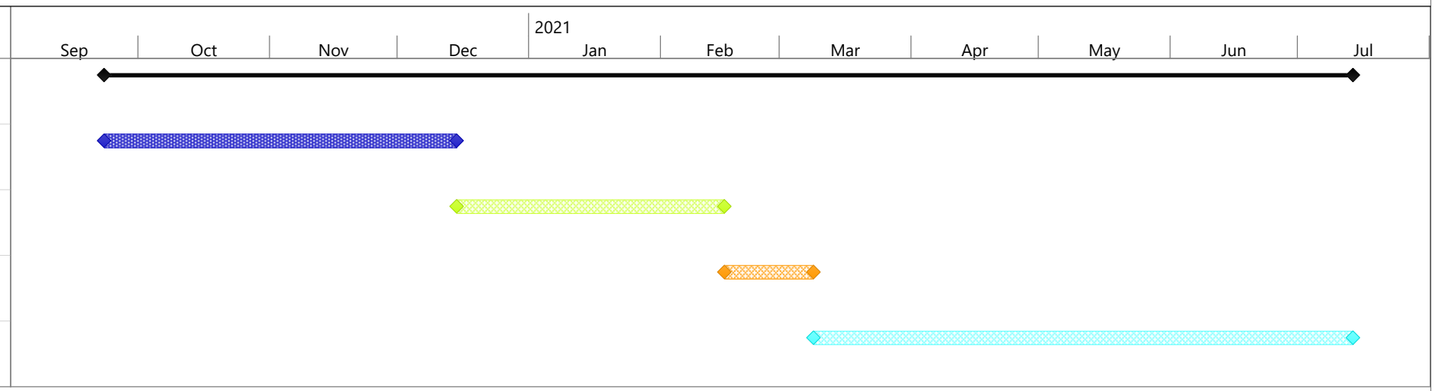
	Number of Citizen Requests Investigated	Number of Meetings
FY 2021 YTD Totals	44	35
FY 2020 Totals	99	102
FY 2019 Totals	75	79

Public Works Activities Report

Week	# of Activities	Labor Cost	Equipment Cost	Other Cost	Total
FY21WK1	61	$4,397.00	$3,188.00		**$7,584.00**
FY21WK2	56	$5,474.00	$3,574.00	$121.00	**$9,168.00**
FY21WK3	48	$4,880.00	$3,502.00		**$8,382.00**
FY21WK4	62	$5,828.00	$3,970.00		**$9,799.00**
FY21WK5	45	$4,706.00	$3,575.00		**$8,281.00**
FY21WK6	54	$5,645.00	$3,114.00		**$9,126.00**
FY21WK7	60	$4,855.00	$4,232.00		**$9,087.00**
FY21WK8	67	$5,118.00	$4,221.00		**$9,339.00**
FY21WK9	50	$5,784.00	$3,923.00		**$9,707.00**
FY21WK10	54	$6,131.00	$4,248.00	$21.00	**$10,400.00**
FY21WK11	41	$4,677.00	$2,740.00		**$7,417.00**
FY21WK12	70	$5,580.00	$2,587.00	$326.00	**$8,494.00**
FY21WK13	94	$5,864.00	$5,084.00		**$10,949.00**
FY21WK14	49	$6,171.00	$4,261.00		**$10,431.00**
FY21WK15	53	$5,870.00	$4,059.00		**$9,929.00**
FY21WK16	62	$5,239.00	$3,531.00		**$8,771.00**
FY21WK17	77	$4,660.00	$3,769.00	$364.00	**$8,792.00**
FY21WK18	45	$4,679.00	$3,417.00		**$8,096.00**
FY21WK19	62	$6,186.00	$7,048.00		**$13,234.00**
FY21WK20	41	$4,135.00	$2,633.00		**$6,768.00**
FY21WK21	51	$5,446.00	$3,073.00		**$8,519.00**
FY21WK22	39	$3,229.00	$3,599.00		**$6,828.00**
FY21WK23	51	$5,072.00	$3,014.00		**$8,085.00**
FY21WK24	76	$6,073.00	$5,257.00		**$11,329.00**
FY21WK25	56	$4,245.00	$2,976.00		**$7,221.00**
FY21WK26	38	$1,890.00	$1,936.00		**$3,826.00**
FY21WK27	50	$4,417.00	$4,060.00		**$8,477.00**
FY21WK28	69	$5,753.00	$4,185.00		**$9,938.00**
FY21WK29	36	$4,703.00	$6,365.00		**$11,069.00**
FY21WK30	69	$5,100.00	$4,540.00		**$9,640.00**
FY21WK31	62	$5,581.00	$3,627.00		**$9,208.00**
FY21WK32	89	$5,648.00	$3,808.00		**$9,456.00**
FY21WK33	67	$4,845.00	$3,486.00		**$8,331.00**
FY21WK34	77	$6,031.00	$3,791.00		**$9,823.00**
FY21WK35	43	$4,417.00	$2,184.00		**$6,601.00**
FY21WK36	92	$5,213.00	$2,690.00		**$7,903.00**
FY21WK37	96	$5,195.00	$3,497.00		**$8,692.00**
FY21WK38	65	$4,150.00	$2,500.00		**$6,729.00**
FY21WK39	93	$6,224.00	$3,443.00		**$9,666.00**
FY21WK40	70	$4,835.00	$3,940.00		**$8,775.00**
FY21WK41	62	$5,412.00	$3,069.00		**$8,489.00**
FY21WK42	84	$5,503.00	$4,387.00		**$9,890.00**
FY21WK43	91	$5,484.00	$3,507.00		**$8,991.00**
FY21WK44	55	$4,474.00	$3,779.00		**$8,252.00**
FY21WK45	96	$6,019.00	$4,067.00		**$10,086.00**
FY21WK46	66	$3,839.00	$3,340.00		**$7,180.00**
FY21WK47	62	$5,159.00	$4,853.00		**$10,012.00**
FY21WK48					
FY21WK49					
FY21WK50					
FY21WK51					
FY21WK52					
Total	**2956**	**$239,836.00**	**$175,649.00**	**$832.00**	**$416,770.00**

BUCKWALTER PLACE PARK RESTROOMS
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Buckwalter Place Park Restrooms**	**210 days**	**Wed 9/23/20**	**Tue 7/13/21**
2	**Planning and Conceptual Design**	**59 days**	**Wed 9/23/20**	**Mon 12/14/20**
7	**Final Design and Construction Documents**	**45 days**	**Tue 12/15/20**	**Mon 2/15/21**
10	**Permitting**	**15 days**	**Tue 2/16/21**	**Mon 3/8/21**
13	**Bidding and Contracts**	**91 days**	**Tue 3/9/21**	**Tue 7/13/21**

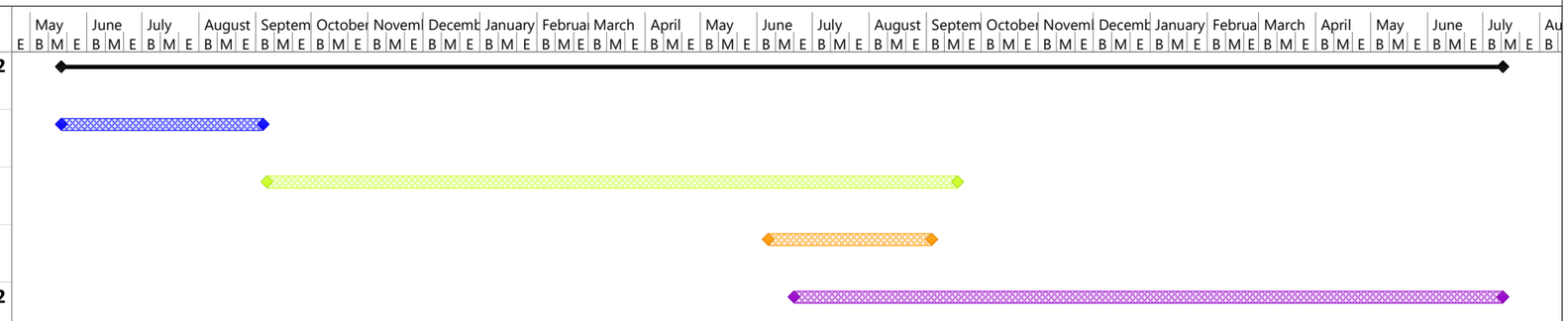


Project: 00040
Date: Wed 1/27/21

Milestone
Critical Task
Task
Project Duration
Planing and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisitions
Bidding and Contracts
Construction

CALHOUN STREET STREETSCAPE
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**CALHOUN STREET STREETSCAPE**	**561 days**	**Mon 5/18/20**	**Mon 7/11/22**
2	**Planning and Conceptual Design**	**80 days**	**Mon 5/18/20**	**Fri 9/4/20**
7	**Final Planning and Construction Documents**	**270 days**	**Mon 9/7/20**	**Fri 9/17/21**
27	**Permitting Phase**	**65 days**	**Mon 6/7/21**	**Fri 9/3/21**
32	**Easements and Land Acquisition**	**276 days**	**Mon 6/21/21**	**Mon 7/11/22**

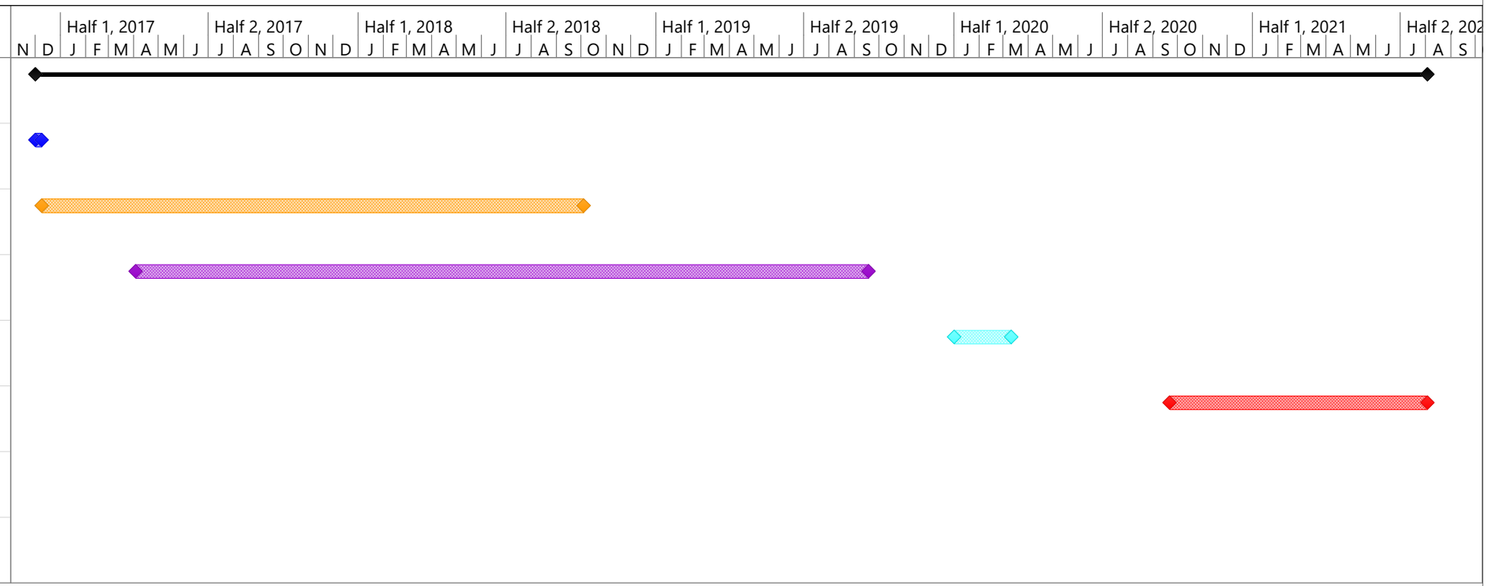


Project: 00042
Date: Wed 1/27/21

Milestone ◆ Task
Critical Task ★ Project Duration
Planning and Conceptual Design
Final Design and Construction Documents
Permitting
Bidding and Contract
Easements and Land Acquisitions
Construction

BUCK ISLAND-SIMMONSVILLE SANITARY SEWER PHASE 5 A-D
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**PHASE 5 A-D**	**1218 days?**	**Thu 12/1/16**	**Mon 8/2/21**
2	**Planning and Conceptual Design**	**6 days**	**Thu 12/1/16**	**Thu 12/8/16**
4	**Permitting**	**474 days**	**Fri 12/9/16**	**Wed 10/3/18**
11	**Easements and Land Acquisition**	**642 days**	**Mon 4/3/17**	**Tue 9/17/19**
16	**Bidding and Contracts**	**50 days**	**Wed 1/1/20**	**Tue 3/10/20**
21	**Construction**	**226 days**	**Mon 9/21/20**	**Mon 8/2/21**
29				
30				

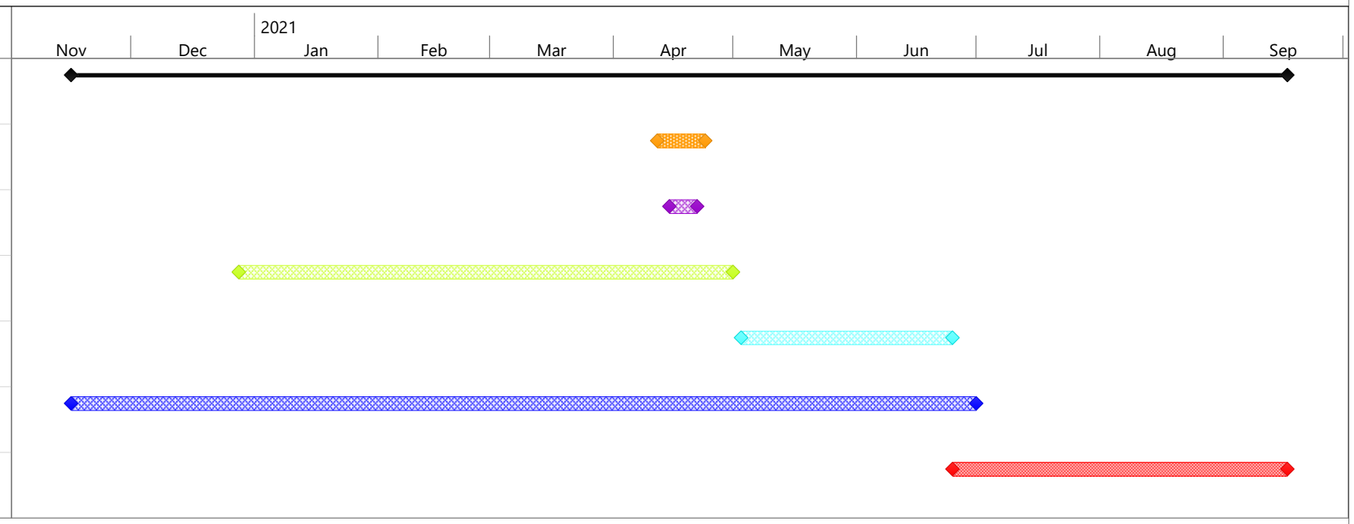


Project: 00044
Date: Fri 4/23/21

Milestone
Critical Task
Task
Project Duration
Planning and Conceptual Design
Final Design and Construction Documents
Permitting
Bidding and Contract
Easements and Land Acquisitions
Construction

HISTORIC DISTRICT STREETSCAPE AND DRAINAGE IMPROVEMENTS PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Traffic Calming Study and AME Church Rain Garden**	**219 days**	**Mon 11/16/20**	**Thu 9/16/21**
10	**Permitting**	**10 days**	**Mon 4/12/21**	**Fri 4/23/21**
12	**Easements and Land Acquisition**	**10 days**	**Thu 4/15/21**	**Wed 4/28/21**
7	**Final Design and Construction Documents**	**90 days**	**Mon 12/28/20**	**Fri 4/30/21**
15	**Bidding and Contracts**	**39 days**	**Mon 5/3/21**	**Thu 6/24/21**
2	**Planning and Conceptual Design**	**163 days**	**Mon 11/16/20**	**Wed 6/30/21**
20	**Construction**	**60 days**	**Fri 6/25/21**	**Thu 9/16/21**

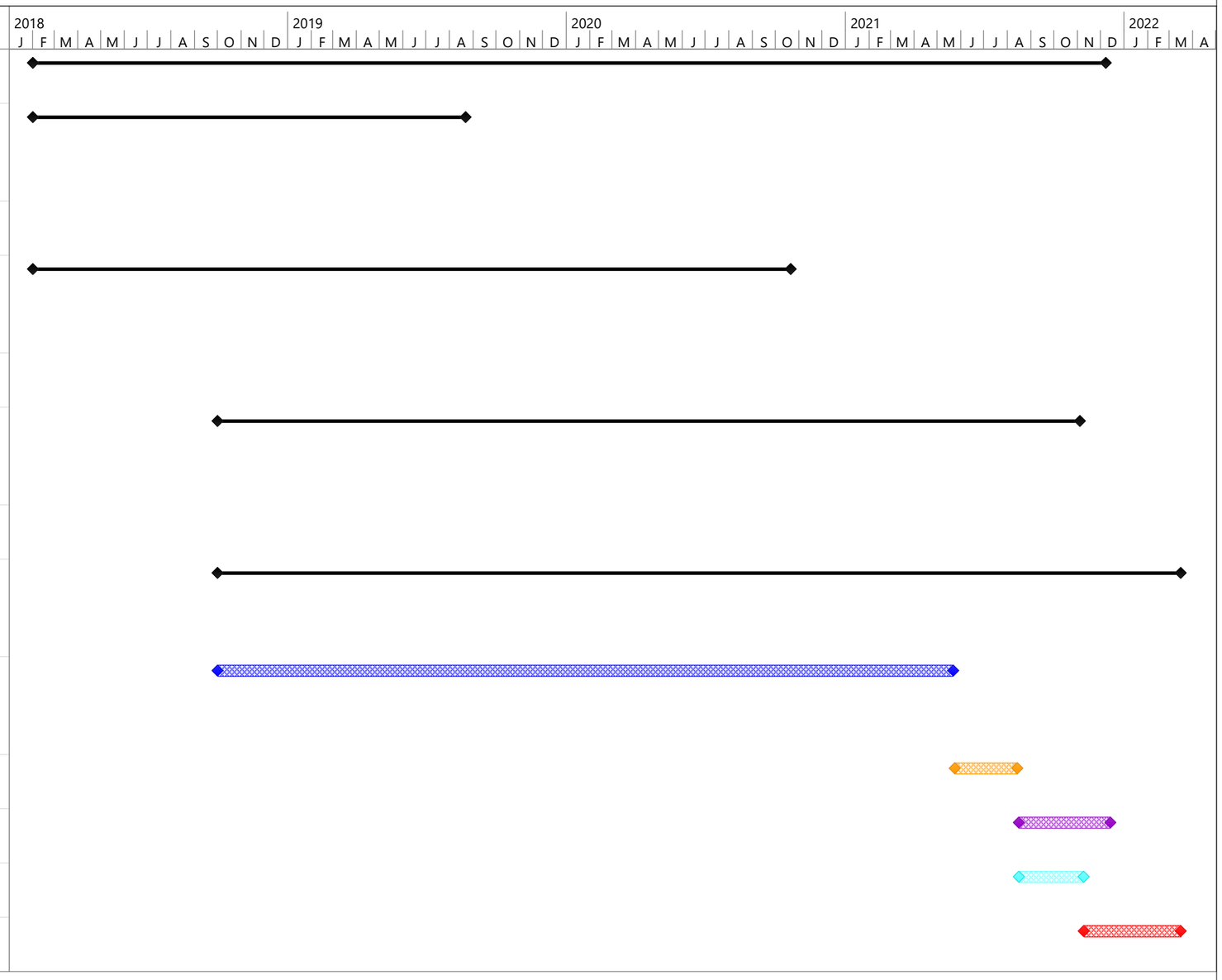


Project: 00050
Date: Wed 3/31/21

Milestone
Critical Task
Task
Project Duration
Planing and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisitions
Bidding and Contracts
Construction

BUCK ISLAND-SIMMONSVILLE NEIGHBORHOOD SIDEWALKS
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**SIDEWALKS AND LIGHTING**	1004 days	Thu 2/1/18	Tue 12/7/21
2	**Sidewalk from Jennifer Ct to Simmonsville Rd**	**405 days**	**Thu 2/1/18**	**Wed 8/21/19**
26				
27	**Sidewalk from Kitty Road to 301 Buck Island Rd**	**709 days**	**Thu 2/1/18**	**Tue 10/20/20**
53				
54	**Sidewalk from Grayco to Sugaree (Simmonsville Rd)**	**808 days**	**Mon 10/1/18**	**Wed 11/3/21**
80				
81	**Sidewalk from Sugaree to Windy Lake (Simmonsville Rd)**	**902 days**	**Mon 10/1/18**	**Tue 3/15/22**
82	**Final Design and Construction Documents**	**690 days**	**Mon 10/1/18**	**Fri 5/21/21**
88	**Permitting**	**60 days**	**Mon 5/24/21**	**Fri 8/13/21**
90	**Easements**	**86 days**	**Mon 8/16/21**	**Mon 12/13/21**
95	**Bidding/Contract**	**61 days**	**Mon 8/16/21**	**Mon 11/8/21**
100	**Construction**	**91 days**	**Tue 11/9/21**	**Tue 3/15/22**

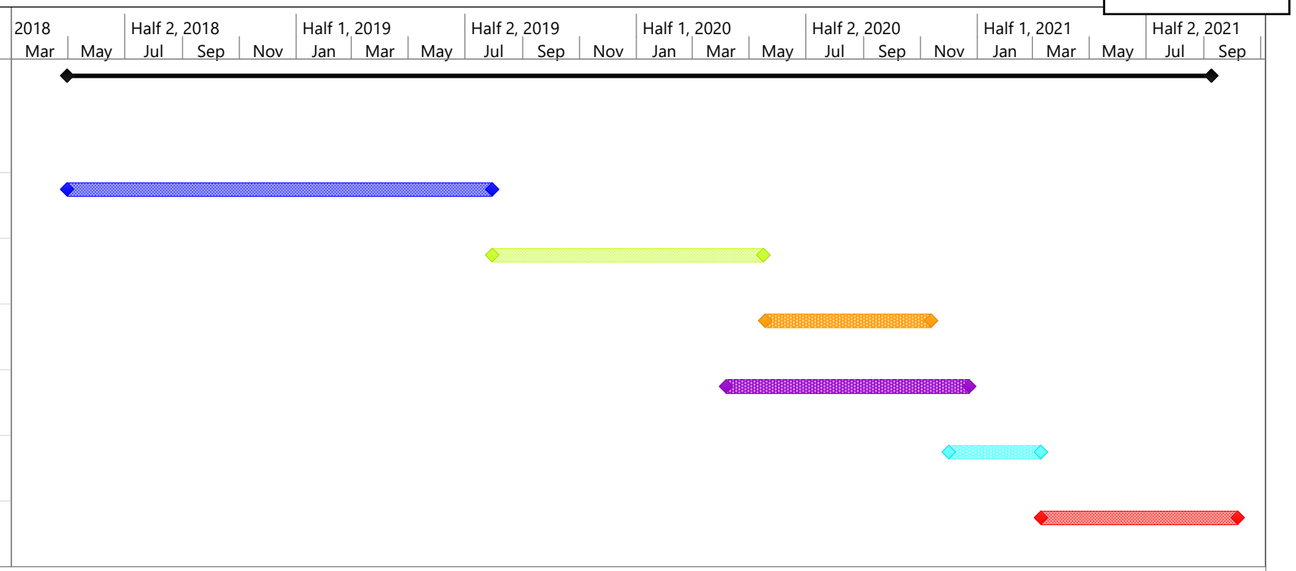


Project: 00054
Date: Fri 4/23/21

Milestone
Critical Task
Task
Project Duration
Planning and Conceptual Design
Final Design and Construction Documents
Permitting
Bidding and Contract
Easements and Land Acquisitions
Construction

GOETHE-SHULTS NEIGHBORHOOD IMPROVEMENTS PHASE 2
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**GOETHE/SHULTS NEIGHBORHOOD IMPROVEMENTS PHASE 2**	**878 days**	**Mon 4/30/18**	**Wed 9/8/21**
2	**PLANNING AND CONCEPTUAL DESIGN**	**326 days**	**Mon 4/30/18**	**Mon 7/29/19**
12	**FINAL DESIGN AND CONSTRUCTION DOCUMENTS**	**209 days**	**Tue 7/30/19**	**Fri 5/15/20**
21	**PERMITTING**	**128 days**	**Mon 5/18/20**	**Wed 11/11/20**
25	**EASEMENTS AND LAND ACQUISITION**	**187 days**	**Mon 4/6/20**	**Tue 12/22/20**
32	**BIDDING AND CONTRACTS**	**71 days**	**Tue 12/1/20**	**Tue 3/9/21**
37	**CONSTRUCTION**	**151 days**	**Wed 3/10/21**	**Wed 10/6/21**

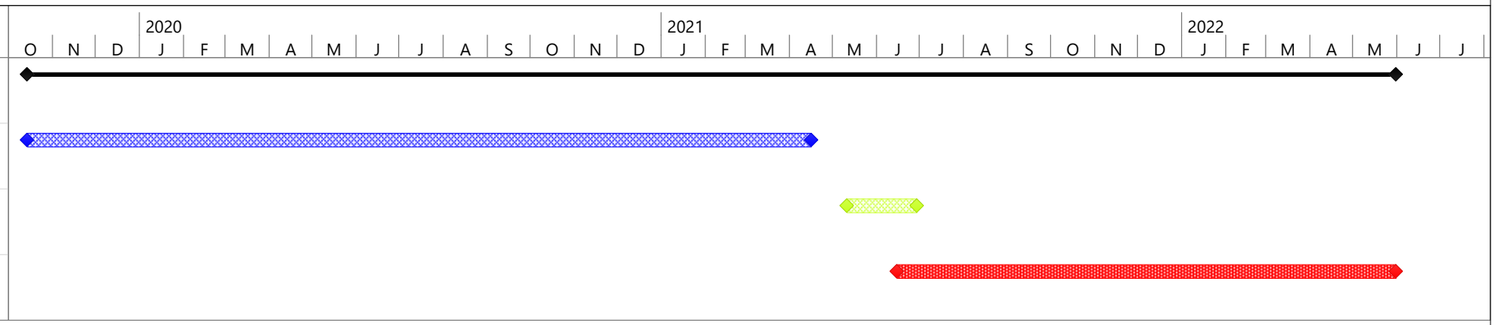


Project: 00055
Date: Tue 1/5/21

Miletstone
Critical Task
Task
Project Duration
Planning and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisition
Bidding and Contracts
Construction

OYSTER FACTORY PARK
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Oyster Factory Park**	**686 days**	**Mon 10/14/19**	**Mon 5/30/22**
2	**Planning and Conceptual Design**	**394 days**	**Mon 10/14/19**	**Thu 4/15/21**
11	**Easement and Land Acquisition**	**35 days**	**Tue 5/11/21**	**Mon 6/28/21**
13	**Construction**	**250 days**	**Tue 6/15/21**	**Mon 5/30/22**

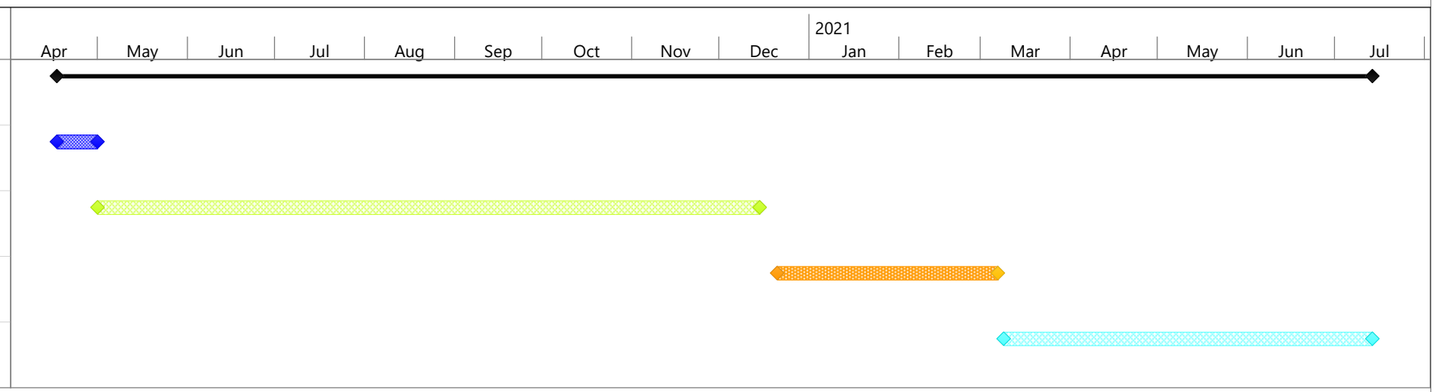


Project: 00059
Date: Tue 1/5/21

Milestone
Critical Task
Task
Project Duration
Planning and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisition
Bidding and Contracts
Construction

SQUIRE POPE CARRIAGE HOSUE
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Squire Pope Carriage House**	**323 days**	**Fri 4/17/20**	**Tue 7/13/21**
2	**Planning and Conceptual Design**	**10 days**	**Fri 4/17/20**	**Thu 4/30/20**
5	**Final Design and Construction Documents**	**162 days**	**Fri 5/1/20**	**Mon 12/14/20**
10	**Permitting**	**55 days**	**Mon 12/21/20**	**Sun 3/7/21**
13	**Bidding and Contracts**	**91 days**	**Tue 3/9/21**	**Tue 7/13/21**

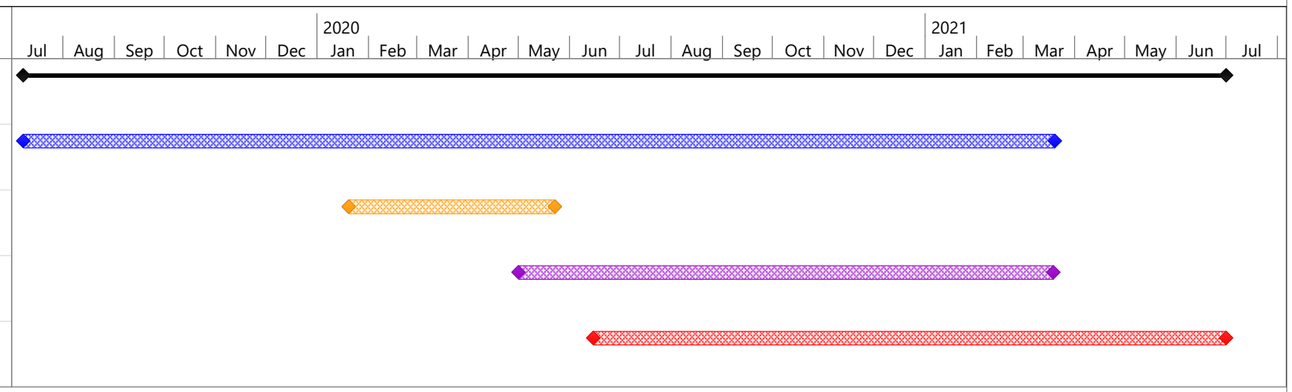


Project: 00067
Date: Wed 1/27/21

Milestone
Critical Task
Task
Project Duration
Planing and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisitions
Bidding and Contracts
Construction

BOUNDARY STREET LIGHTING
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**BOUNDARY STREET LIGHTING PHASE 2**	**518 days**	**Mon 7/8/19**	**Wed 6/30/21**
2	**Planning and Conceptual Design**	**445 days**	**Mon 7/8/19**	**Fri 3/19/21**
13	**Permitting**	**90 days**	**Mon 1/20/20**	**Fri 5/22/20**
15	**Easements and Land Acquisition**	**230 days**	**Fri 5/1/20**	**Thu 3/18/21**
18	**Construction**	**273 days**	**Mon 6/15/20**	**Wed 6/30/21**

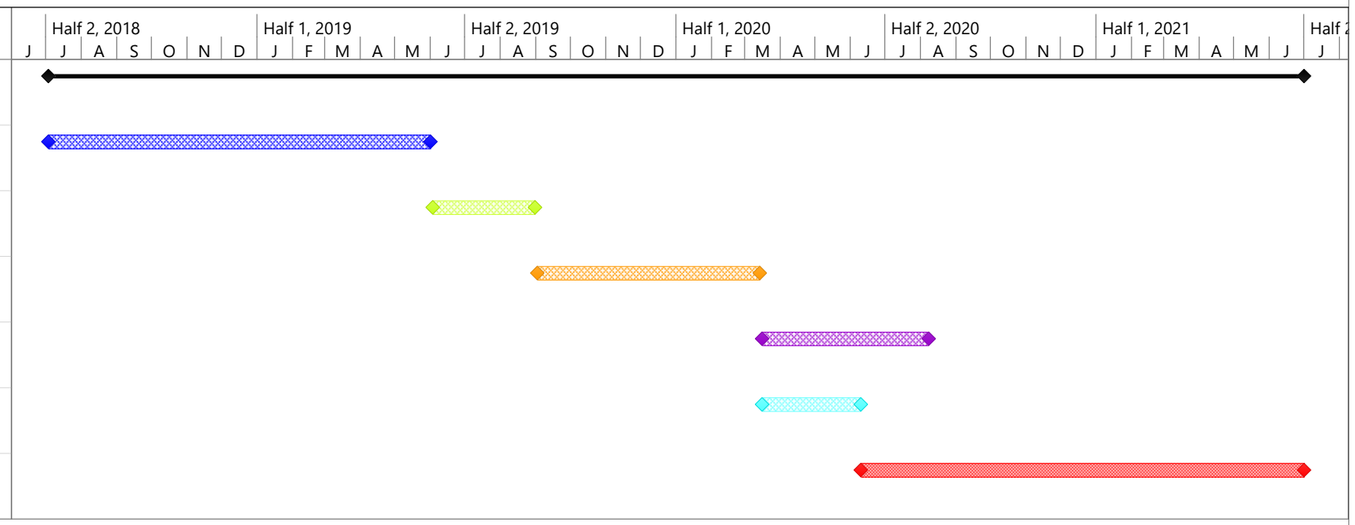


Project: 00069
Date: Fri 4/23/21

Milestone
Critical Task
Task
Project Duration
Planning and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisition
Bidding and Contract
Construction

HISTORIC DISTRICT SANITARY SEWER EXTENSION PHASE 1
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**PHASE 1**	**782 days**	**Tue 7/3/18**	**Wed 6/30/21**
2	**Planning and Conceptual Design**	**239 days**	**Tue 7/3/18**	**Fri 5/31/19**
9	**Final Design and Construction Documents**	**65 days**	**Mon 6/3/19**	**Fri 8/30/19**
11	**Permitting**	**140 days**	**Mon 9/2/19**	**Fri 3/13/20**
14	**Easements and Land Acquisition**	**105 days**	**Mon 3/16/20**	**Fri 8/7/20**
17	**Bidding and Contracts**	**62 days**	**Mon 3/16/20**	**Tue 6/9/20**
22	**Construction**	**276 days**	**Wed 6/10/20**	**Wed 6/30/21**

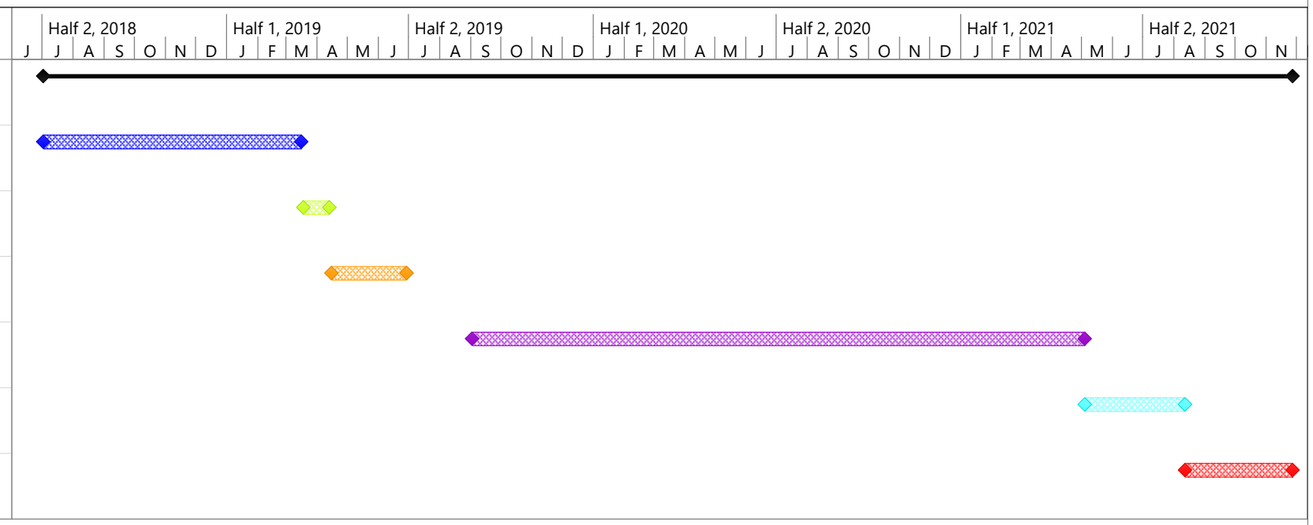


Project: 00070
Date: Fri 4/23/21

Milestone
Critical Task
Task
Project Duration
Planing and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisitions
Bidding and Contracts
Construction

HISTORIC DISTRICT SANITARY SEWER EXTENSION PHASE 2
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**PHASE 2**	**890 days**	**Mon 7/2/18**	**Fri 11/26/21**
2	**Planning and Conceptual Design**	**185 days**	**Mon 7/2/18**	**Fri 3/15/19**
10	**Final Design and Construction Documents**	**20 days**	**Mon 3/18/19**	**Fri 4/12/19**
12	**Permitting**	**55 days**	**Mon 4/15/19**	**Fri 6/28/19**
15	**Easements and Land Acquisition**	**436 days**	**Mon 9/2/19**	**Mon 5/3/21**
17	**Bidding and Contracts**	**72 days**	**Tue 5/4/21**	**Wed 8/11/21**
22	**Construction**	**77 days**	**Thu 8/12/21**	**Fri 11/26/21**

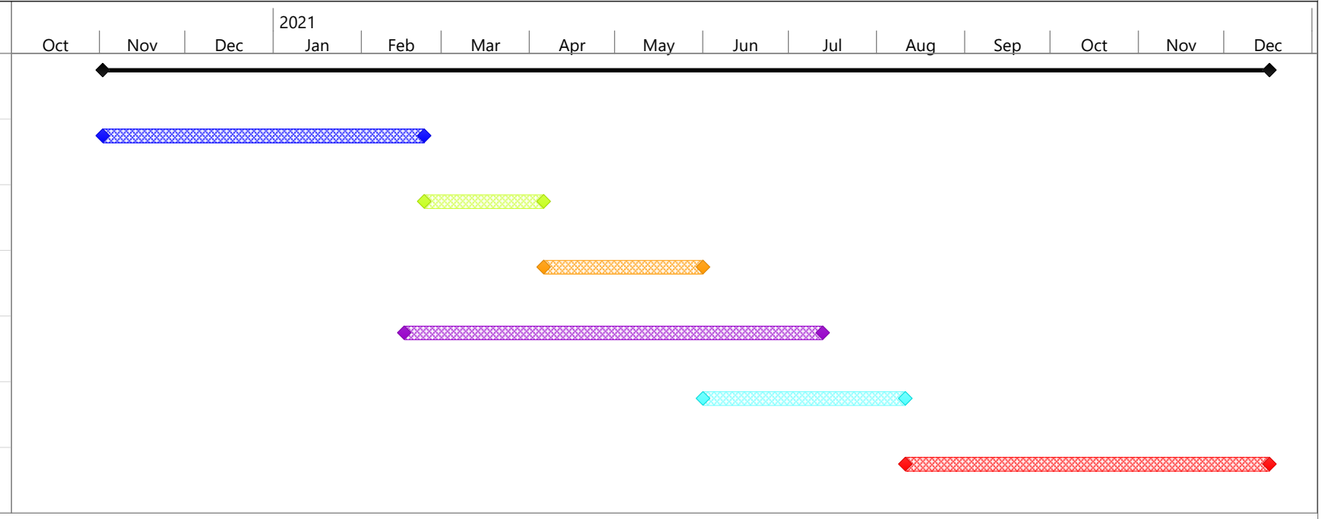


Project: 00071
Date: Fri 4/23/21

Milestone
Critical Task
Task
Project Duration
Planing and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisitions
Bidding and Contracts
Construction

HISTORIC DISTRICT SANITARY SEWER EXTENSION PHASE 3
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**PHASE 3**	**294 days**	**Mon 11/2/20**	**Thu 12/16/21**
2	**Planning and Conceptual Design**	**81 days**	**Mon 11/2/20**	**Mon 2/22/21**
9	**Final Design and Construction Documents**	**30 days**	**Tue 2/23/21**	**Mon 4/5/21**
11	**Permitting**	**40 days**	**Tue 4/6/21**	**Mon 5/31/21**
14	**Easements and Land Acquisition**	**105 days**	**Tue 2/16/21**	**Mon 7/12/21**
17	**Bidding and Contracts**	**51 days**	**Tue 6/1/21**	**Tue 8/10/21**
22	**Construction**	**92 days**	**Wed 8/11/21**	**Thu 12/16/21**

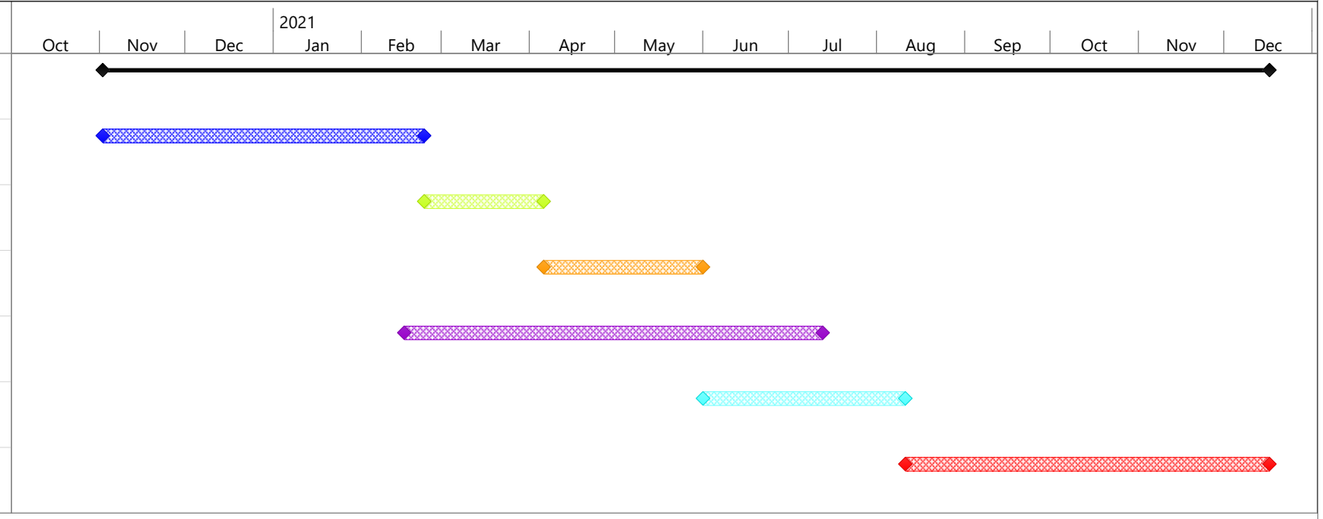


Project: 00072
Date: Tue 1/5/21

Milestone
Critical Task
Task
Project Duration
Planing and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisitions
Bidding and Contracts
Construction

HISTORIC DISTRICT SANITARY SEWER EXTENSION PHASE 4
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**PHASE 4**	**294 days**	**Mon 11/2/20**	**Thu 12/16/21**
2	**Planning and Conceptual Design**	**81 days**	**Mon 11/2/20**	**Mon 2/22/21**
9	**Final Design and Construction Documents**	**30 days**	**Tue 2/23/21**	**Mon 4/5/21**
11	**Permitting**	**40 days**	**Tue 4/6/21**	**Mon 5/31/21**
14	**Easements and Land Acquisition**	**105 days**	**Tue 2/16/21**	**Mon 7/12/21**
17	**Bidding and Contracts**	**51 days**	**Tue 6/1/21**	**Tue 8/10/21**
22	**Construction**	**92 days**	**Wed 8/11/21**	**Thu 12/16/21**

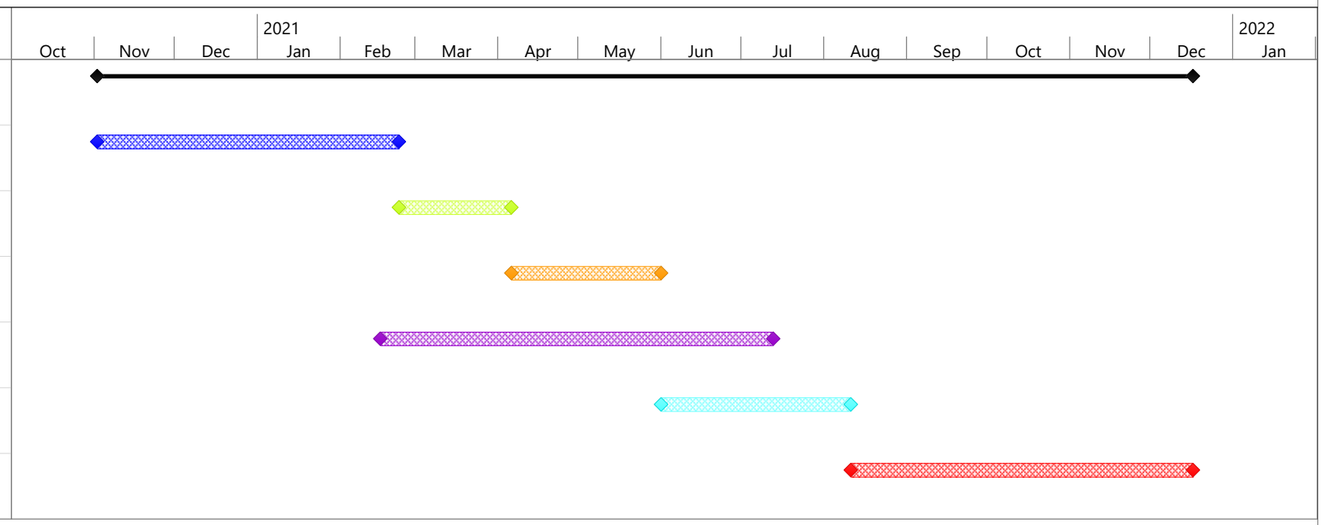


Project: 00073
Date: Tue 1/5/21

Milestone
Critical Task
Task
Project Duration
Planing and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisitions
Bidding and Contracts
Construction

HISTORIC DISTRICT SANITARY SEWER EXTENSION PHASE 5
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**PHASE 5**	**294 days**	**Mon 11/2/20**	**Thu 12/16/21**
2	**Planning and Conceptual Design**	**81 days**	**Mon 11/2/20**	**Mon 2/22/21**
9	**Final Design and Construction Documents**	**30 days**	**Tue 2/23/21**	**Mon 4/5/21**
11	**Permitting**	**40 days**	**Tue 4/6/21**	**Mon 5/31/21**
14	**Easements and Land Acquisition**	**105 days**	**Tue 2/16/21**	**Mon 7/12/21**
17	**Bidding and Contracts**	**51 days**	**Tue 6/1/21**	**Tue 8/10/21**
22	**Construction**	**92 days**	**Wed 8/11/21**	**Thu 12/16/21**

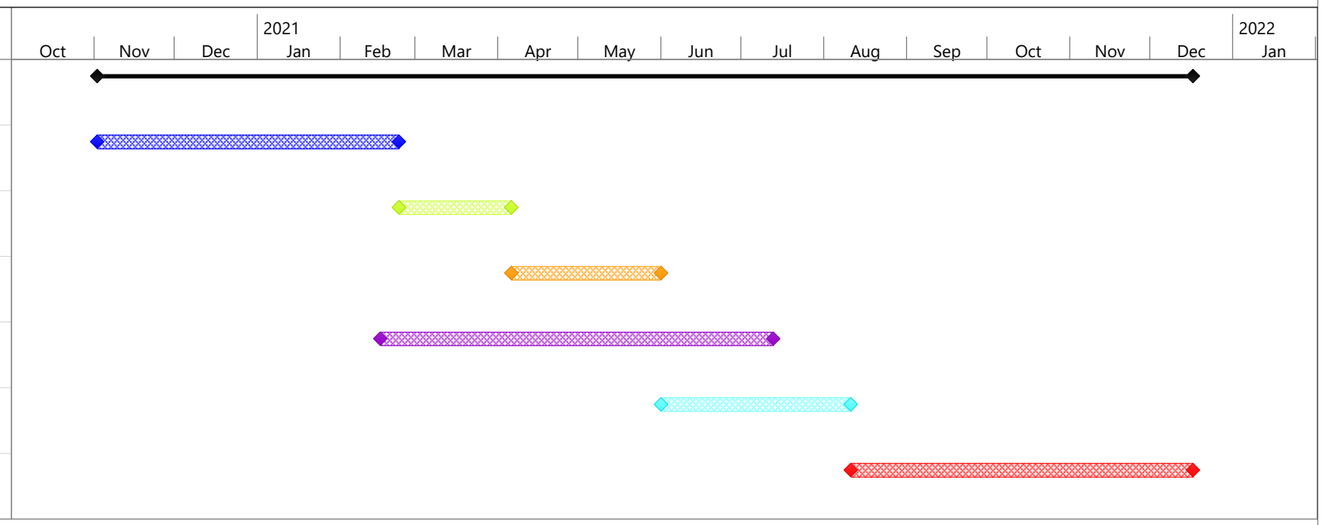


Project: 00074
Date: Tue 1/5/21

Milestone
Critical Task
Task
Project Duration
Planing and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisitions
Bidding and Contracts
Construction

HISTORIC DISTRICT SANITARY SEWER EXTENSION PHASE 6
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**PHASE 6**	**294 days**	**Mon 11/2/20**	**Thu 12/16/21**
2	**Planning and Conceptual Design**	**81 days**	**Mon 11/2/20**	**Mon 2/22/21**
9	**Final Design and Construction Documents**	**30 days**	**Tue 2/23/21**	**Mon 4/5/21**
11	**Permitting**	**40 days**	**Tue 4/6/21**	**Mon 5/31/21**
14	**Easements and Land Acquisition**	**105 days**	**Tue 2/16/21**	**Mon 7/12/21**
17	**Bidding and Contracts**	**51 days**	**Tue 6/1/21**	**Tue 8/10/21**
22	**Construction**	**92 days**	**Wed 8/11/21**	**Thu 12/16/21**

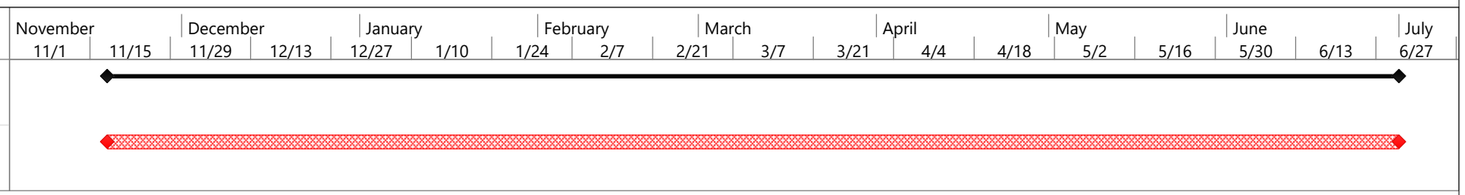


Project: 00075
Date: Tue 1/5/21

Milestone
Critical Task
Task
Project Duration
Planing and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisitions
Bidding and Contracts
Construction

BUCKWALTER MULTI-COUNTY COMMERCE PARK
LEC EXPANSION - PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**LEC Expansion**	**161 days**	**Wed 11/18/20**	**Wed 6/30/21**
2	**Construction**	**161 days**	**Wed 11/18/20**	**Wed 6/30/21**

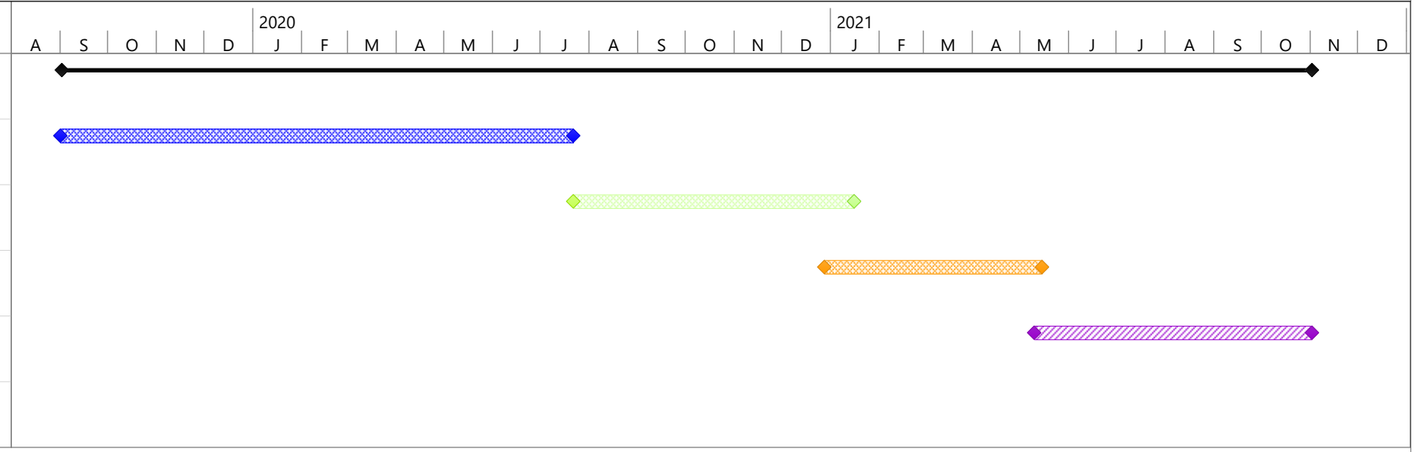


Project: 00077
Date: Fri 4/23/21

Milestone ◆ | Project Duration | Permitting | Construction
Critical Task ★ | Planning and Conceptual Design | Easements and Land Acquisition
Task | Final Design and Construction Documents | Bidding and Contracts

BRIDGE STREET STREETSCAPE
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**BRIDGE STREET STREETSCAPE**	**566 days**	**Mon 9/2/19**	**Mon 11/1/21**
2	**Planning and Conceptual Design**	**233 days**	**Mon 9/2/19**	**Wed 7/22/20**
17	**Final Design**	**208 days**	**Wed 7/22/20**	**Fri 5/7/21**
22	**Permitting**	**100 days**	**Mon 5/10/21**	**Fri 9/24/21**
27	**Easements and Land Acquisition**	**126 days**	**Mon 5/10/21**	**Mon 11/1/21**
37	**Construction - TBD**			

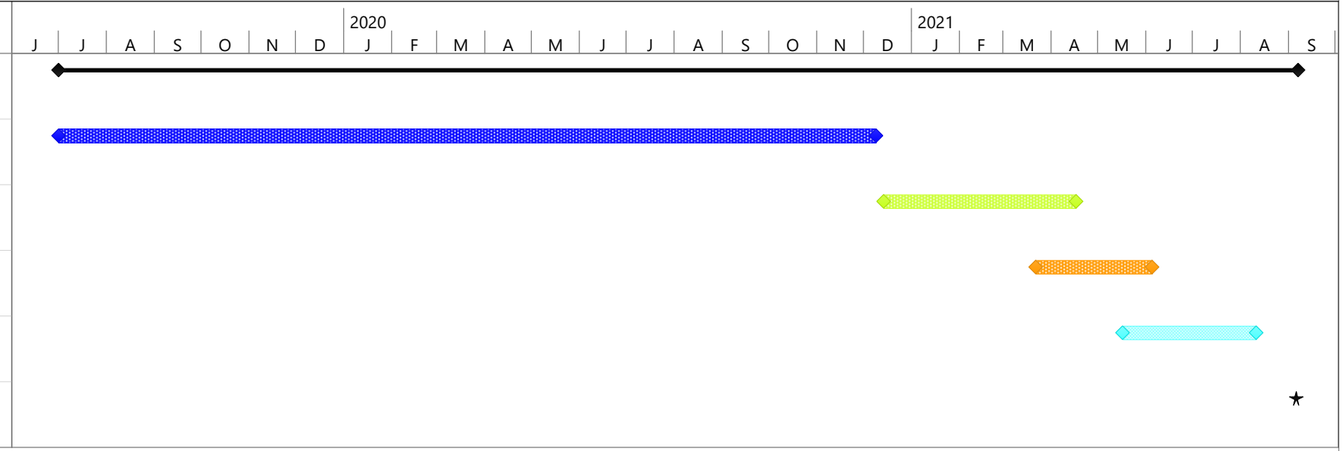


Project: 00082
Date: Fri 4/23/21

Milestone
Critical Task
Task
Project Duration
Planning and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisition
Bidding and Contracts
Construction

NEW RIVERSIDE PARK/BARN SITE
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**NEW RIVERSIDE PARK/BARN SITE**	**571 days**	**Mon 7/1/19**	**Mon 9/6/21**
2	**Planning and Conceptual Master Plan**	**377 days**	**Mon 7/1/19**	**Tue 12/8/20**
27	**Final Design (Phase 1)**	**90 days**	**Mon 12/14/20**	**Fri 4/16/21**
36	**Permitting (Phase 1)**	**55 days**	**Mon 3/22/21**	**Fri 6/4/21**
40	**Bidding (Phase 1)**	**62 days**	**Mon 5/17/21**	**Tue 8/10/21**
46	**Construction Start**	**1 day**	**Mon 9/6/21**	**Mon 9/6/21**

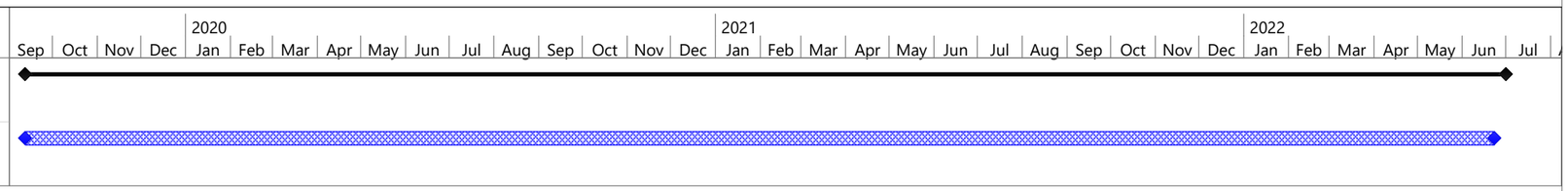


Project: 00085
Date: Tue 1/5/21

Milestone
Critical Task
Task
Project Duration
Planning and Conceptual Design
Final Design and Construction Documents
Permitting
Easements and Land Acquisition
Bidding and Contracts
Construction

GHOST ROADS
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**GHOST ROADS**	**731 days**	**Thu 9/12/19**	**Thu 6/30/22**
2	**Planning and Conceptual Design**	**731 days**	**Thu 9/12/19**	**Thu 6/30/22**

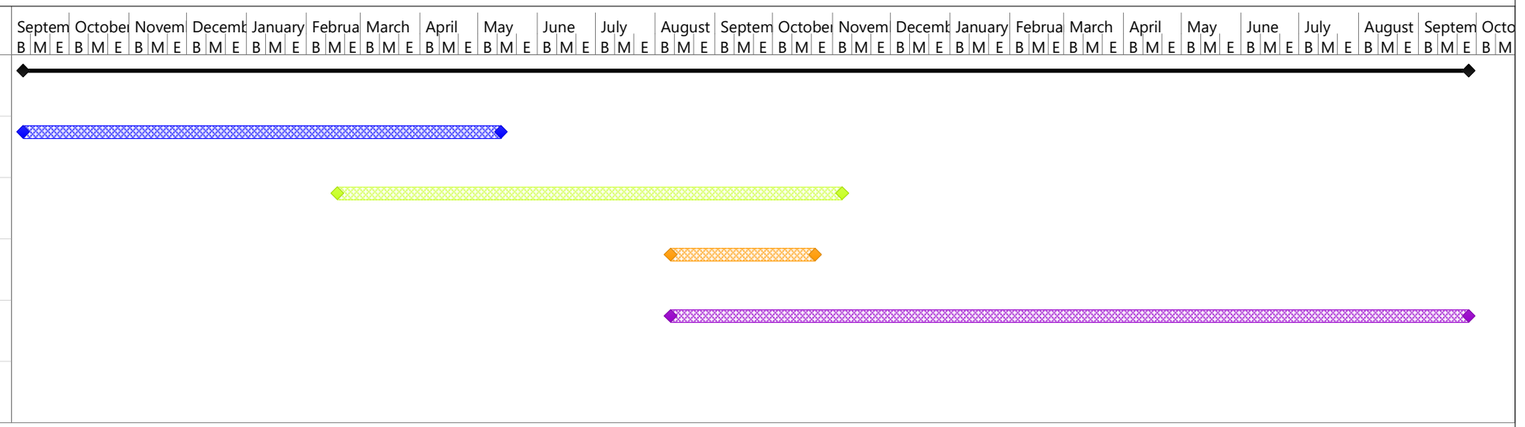


Project: 00093
Date: Tue 1/5/21

Milestone	◆	Project Duration		Permitting		Construction	
Critical Task	★	Planning and Conceptual Design		Easements and Land Acquisition			
Task		Final Design and Construction Documents		Bidding and Contracts			

BOUNDARY STREET STREETSCAPE
PROPOSED SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**BOUNDARY STREET STREETSCAPE**	**536 days**	**Mon 9/7/20**	**Mon 9/26/22**
2	**Planning and Conceptual Design**	**178 days**	**Mon 9/7/20**	**Wed 5/12/21**
13	**Final Planning and Construction Documents**	**188 days**	**Wed 2/17/21**	**Fri 11/5/21**
27	**Permitting Phase**	**55 days**	**Mon 8/9/21**	**Fri 10/22/21**
32	**Easements and Land Acquisition**	**296 days**	**Mon 8/9/21**	**Mon 9/26/22**
41	**Construction**			



Project: 00094
Date: Wed 1/27/21

Milestone
Critical Task
Task
Project Duration
Planning and Conceptual Design
Final Design and Construction Documents
Permitting
Bidding and Contract
Easements and Land Acquisitions
Construction

DON RYAN
CENTER FOR INNOVATION

Director's Report - DRCI
May 2021

Entrepreneur Program Update

- STARTUP companies in Program
    1. RightNowHelp
    2. BeachBiscuit
    3. LapApp
    4. Robox Systems
    5. PrismUV (American Air & Water)
    6. The Bullet
    7. BeGood Gardens

- GROWTH companies in Program
    1. Greenbug
    2. Old Town Bluffton Inn

- HEROES companies in Program
    1. Pourzilla
    2. Velontra
    3. OPFOB
    4. TalkOne Radio
    5. Legal Notification Services

- PRESTART Program starting in June

HEROES Program Update

- HEROES Program Launch on May 20th
- 90 Attendees
- Speakers:
    - Mayor Sulka- Proclamation of Bluffton HEROES Day
    - Major General Grimsley (Secretary of SC Department of Veterans Affairs)
    - Julie Kunkle (SC Department of Commerce for Innovation Programs)
    - Kevin Ryan- HEROES Program mentee
    - Matt Gulick- HEROES Program mentee

Program Pipeline KPIs

- 82 leads
- 30 Opportunities
- 14 closed customers

Membership KPIs

- 114 Members before Resiliency
- 761 Resiliency Plan
- **876 Total Members of DRCI**

Hardeeville Partnership

- Ongoing weekly review meetings
- Developing scholarship program
- May 13th – Completed Business Ambassador meeting at The HUB
- LapApp- Hardeeville customer in STARTUP Program

Economic Development

- Project Mercury continues to be on hold
- Meeting with Kim Epley (SVP of Mercury)

Marketing / Operations

- Hired replacement for Jessica, Marketing and Operations Manager.
    - Start date June 7th for Kristin Ling
- Boosted membership ads on Social Media to drive increased results
- Increased focus on GROWTH program marketing to drive higher participation

GROWTH MANAGEMENT UPDATE

June 8, 2021

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

   a. **Planning Commission:** May 26, 2021 meeting agenda attached. Next meeting scheduled for Wednesday, June 23, 2021.

   b. **Historic Preservation Commission:** May 5, 2021 cancellation notice attached. Next meeting scheduled for Wednesday, June 2, 2021.

   c. **Board of Zoning Appeals:** May 4, 2021 meeting agenda attached. Next meeting scheduled for Tuesday, June 1, 2021.

   d. **Development Review Committee:** May 5th, 12th, & 26th meeting agendas attached. The cancellation notice for May 19, 2021 is also attached. Next meeting scheduled for Wednesday, June 2, 2021.

   e. **Historic Preservation Review Committee:** May 10, 2021 meeting agenda attached. May 3rd,17th, & 24th cancellation notices attached. Next meeting scheduled for Tuesday, June 1, 2021.

   f. **Construction Board of Adjustment and Appeals:** Tuesday, May 25, 2021 cancellation notice attached. Next meeting scheduled for Tuesday, June 22, 2021.

   g. **Affordable Housing Committee: Community Development / Affordable Housing Committee Work Program:** May 6, 2021 meeting agenda attached. Next meeting scheduled for Thursday, June 3, 2021.

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

   Neighborhood Assistance Program. The total available budget for this FY21 Town Council funded program is $81,606.03. Town Staff is continuing to process applications for assistance. As of May 24, 2021, $93,233.97(includes households in progress) has been spent to assist Town of Bluffton residents through the Neighborhood Assistance Program. As of May 24, 2021, we have 3 residents currently having work done and work will start on 1 home in the upcoming days.

   ATTACHMENTS:

1. Planning Commission meeting agenda for Wednesday, May 26, 2021.
2. Historic Preservation Commission meeting agenda for Wednesday, May 5, 2021.
3. Board of Zoning Appeals meeting agenda for Tuesday, May 4, 2021.

4. Development Review Committee agendas for May 5th, 12th, & 26th are attached. The cancellation notice for May 19, 2021 is also attached.
5. Historic Preservation Review Committee meeting agenda for May 10, 2021 is attached. The cancellation notices for May 3rd, 17th, & 24th are also attached.
6. Construction Board of Adjustments and Appeals cancellation notice for Tuesday, May 25, 2021.
7. Affordable Housing Committee meeting agenda notice for Thursday, May 6, 2021.
8. Building Permits and Planning Applications:

    a. Building Permits Issued 2010-2021 (to May 24, 2021).
    b. Building Permits Issued Per Month 2010-2020 (to May 24, 2021).
    c. Value of Construction 2010-2020 (to May 24, 2021).
    d. New Single Family/Multi-Family Residential Building Permits Issued Per Month 2010-2020 (to May 24, 2021).
    e. New Single Family/Multi-Family Residential Building Permits Issued by Neighborhood 2010-2020 (to May 24, 2021).
    f. New Single Family/Multi-Family Certificates of Occupancy Issued by Neighborhood 2010-2020 (to May 24, 2021).
    g. New Commercial Construction/Additions Heated Square Footage 2010-2020 (to May 24, 2021).
    h. Planning and Community Development Applications Approved 2010-2020 (to May 24, 2021).

9. Planning Active Application Report

Planning Commission

Wednesday, May 26, 2021 at 6:00 PM

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

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF THE AGENDA

IV. ADOPTION OF MINUTES

1. April 28, 2021

V. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA*

VI. OLD BUSINESS

1. **Belfair Towne Village (Certificate of Appropriateness – Highway Corridor Overlay District):** A request by Wallace Milling of Witmer Jones Keefer, Ltd, on behalf of David Carpio of Brixmor for approval of a Certificate of Appropriateness – HCOD. The project consists of the removal of trees located along the frontage buffer with US HWY 278. The Property is zoned Belfair Planned Unit Development a located northeast of the intersection of US HWY 278 and Simmonsville Road. (COFA–01-21-14930) (Staff- Will Howard)

VII. NEW BUSINESS

1. **New Riverside Park (Street Naming Application):** A request by Constance S. Clarkson on behalf of the Town of Bluffton for approval of a street naming application to name the newly constructed private drive that will serve Fire Station #31 and the Town of Bluffton New Riverside Park. The property is zoned New Riverside Planned Unit Development and identified by tax map number R610 036 000 1319 0000 located southwest of the intersection of Okatie Highway and New Riverside Road. STR 05-21-00000) (Staff – Will Howard)
2. **Parkers Kitchen – 5 Oliver Court (Preliminary Development Plan):** A request by Drayton-Park Companies, LLC on behalf of the owner, Wyatt Pringle, for the approval of a Preliminary Development Plan. The project consists of the construction of a +/- 5,200 square foot

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convenience store and fuel station. The property is zoned Schultz Planned Unit Development and consists of approximately 1.88 acres identified by tax map number R610 031 000 0961 0000 located at 5 Oliver Court. (DP-02-21-015049) (Staff – Will Howard)

VIII. DISCUSSION

1. Comprehensive Plan Update

IX. ADJOURNMENT

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

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

**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. Public comment must not exceed three (3) minutes.*

PUBLIC NOTICE

THE HISTORIC PRESERVATION COMMISSION (HPC)

Meeting scheduled for

Wednesday, May 5, 2021 at 6:00 P.M.

has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Wednesday, June 2, 2021

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

PUBLIC NOTICE

The Board of Zoning Appeals (BZA)
Meeting scheduled for

Tuesday, May 4, 2021 at 6:00 p.m.

Has been CANCELED
due to lack of agenda items

The next meeting is scheduled for Tuesday, June 1, 2021

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

Development Review Committee Meeting

Wednesday, May 05, 2021 at 1:00 PM

Electronic Meeting

AGENDA

This meeting can be viewed on the Town of Bluffton's Facebook page

PUBLIC COMMENT

Public comments will be received via conference line provided by staff. All requests for public hearing or public comment will be accepted up to two (2) hours prior to the scheduled meeting start time.

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. **41 Calhoun Street (Resubmittal- Preliminary Development Plan):** A request by Randolph Stewart of behalf of owner, Windsong Investments, LLC for approval of a Preliminary Development Plan. The project consists of the restoration, remodel and addition to a contributing structure. The property is zoned Neighborhood General- HD and consists of approximately 0.32 acres identified by tax map number R610 039 00A 094A 0000 located within the Old Town Master Plan. (Staff- Will Howard) (DP-01-21-014926)
2. **Lakes at New Riverside Phase 3 (Preliminary Development Plan):** A request by Jack McSweeney of K. Hovnanian Homes, LLC on behalf of owner, Avery Cleland, of Pritchard Farms, LLC for approval of a Preliminary Development Plan. The project consists of the construction of 81 single family lots and associated infrastructure. The property is zoned New Riverside Planned Unit Development and consists of approximately 26.2 acres identified by tax map number R610 044 000 0140 0000 located at New Riverside Road & Mainland Lakes Drive. (Staff- Will Howard) (DP-03-21-05153)
3. **Lakes at New Riverside Phase 4 (Preliminary Development Plan):** A request by Jack McSweeney of K. Hovnanian Homes, LLC on behalf of owner, Avery Cleland, of Pritchard

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Farms, LLC for approval of a Preliminary Development Plan. The project consists of the construction of 76 single family homes with associated infrastructure. The property is zoned New Riverside Planned Unit Development and consists of approximately 17.8 acres identified by tax map number R610 044 000 0143 0000 located at New Riverside Road and Mainland Lakes Drive. (Staff- Will Howard) (DP-03-21-015154)

4. **Hampton Hall Expansion (Development Plan Amendment):** A request by Sam Connor on behalf of Hampton Hall Club, Inc. for the approval of a Development Plan Amendment. The project consists of the expansion of Hampton Hall's existing entrance. The property is zoned Hampton Hall Planned Unit Development and consists of approximately 0.2 acres identified by tax map number R614 038 000 0761 0000 located at 1 Hampton Hall Boulevard. (Staff- Will Howard) (DP-04-21-015183)

5. **Sora Wellness (Preliminary Development Plan):** A request by Grandview Care, INC. on behalf of owner, May River Forest, LLC for the approval of a Preliminary Development Plan. The project consists of the construction of a new Wellness Center, office buildings, and independent living units. The property is zoned Palmetto Bluff Planned Unit Development and consists of approximately 25 acres and can be identified by tax map number R614 045 000 0026 0000. (Staff- Will Howard) (DP-04-21-015180)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: Wednesday, May 12, 2021

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

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**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. Public comment must not exceed three (3) minutes.*

Development Review Committee Meeting

Wednesday, May 12, 2021 at 1:00 PM

Electronic Meeting

AGENDA

This meeting can be viewed on the Town of Bluffton's Facebook page

PUBLIC COMMENT

Public comments will be received via conference line provided by staff. All requests for public hearing or public comment will be accepted up to two (2) hours prior to the scheduled meeting start time.

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. **Shoreline Construction Office (Development Plan Amendment):** A request by Shoreline Commercial, LLC on behalf of owner, Austin N' Mark, LLC for approval of a Development Plan Amendment. The project consists of a building expansion, site improvements and landscaping. The property is zoned Bluffton Park Planned Unit Development and consists of approximately 1.2 acres identified by tax map number R610 031 000 1230 0000 located at 4336 Bluffton Parkway. (DPA-04-21-015207) (Staff- Will Howard)
2. **Linear Utility Project (Development Plan- Public Project):** A request by Dominion Energy South Carolina (DESC) for the approval of a Development Plan. The project consists of the installation of 2-inch zinc ribbons parallel to an existing natural gas pipe line for the purpose of providing cathodic protection for the underground gas line that is located within utility easements from the intersection of SC HWY 170 and Bluffton Parkway east to Red Cedar Street (DP-04-21-015232) (Staff-Will Howard)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: May 19, 2021

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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.*

PUBLIC NOTICE

The Development Review Committee (DRC)
Meeting scheduled for

Wednesday, May 19, 2021,
at 1:00 P.M.

Has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Wednesday, May 26, 2021

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

Development Review Committee Meeting

Wednesday, May 26, 2021 at 1:00 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 COMMENTS

IV. OLD BUSINESS

V. NEW BUSINESS

1. **200 New Riverside Road (Street Naming Application):** A request by Constance Clarkson on behalf of the Town of Bluffton for approval of a street naming application. The project consists of the three options for street naming; Red Barn Drive, Red Barn Run and Red Barn Way. The property is located west of New Riverside Road identified by tax map number R6100 036 000 1319 0000. (Staff- Will Howard) (STR-05-21-015356)
2. **Myrtle Ford Road (Subdivision Application):** A request by Palmetto Bluff, LLC on behalf of Walcam Land Group, LLC for approval of a Subdivision Plan. The project consists of the creation of a 200' wide right of way for Myrtle Ford Road. The property is zoned Palmetto Bluff Planned Unit Development identified by tax map number R614 045 000 0019 0000. (Staff- Jordan Holloway) (SUB-05-21-015296)

VI. DISCUSSION

VII. ADJOURNMENT

NEXT MEETING DATE: June 2, 2021

"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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Coordinator at 843.706.4500 or adacoordinator@townofbluffton.com as soon as possible but no later than 48 hours before the scheduled event.

**Please note that each member of the public may speak at one public comment session and a form must be filled out and given to the Town Clerk. Public comment must not exceed three (3) minutes.*

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Monday, May 3, 2021 at 4:00 P.M.

has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Monday, May 10, 2021

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

Historic Preservation Review Committee

Monday, May 10, 2021 at 4:00 PM

Electronic Meeting

AGENDA

This meeting can be viewed on the Town of Bluffton's Facebook page

PUBLIC COMMENT

Public comments will be received via conference line provided by staff. All requests for public hearing or public comment will be accepted up to two (2) hours prior to the scheduled meeting start time.

I. ROLL CALL

II. CALL TO ORDER

III. PUBLIC COMMENT

IV. OLD BUSINESS

V. NEW BUSINESS

1. **47 Stock Farm Road:** A request by Jessie Westmark, of Webb Construction, on behalf of the owners, Gilbert and Mary Reid Carter, for review of a Certificate of Appropriateness to allow the addition of approximately 484 heated square feet to the existing single-family residential structure located at 47 Stock Farm Road, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation- HD. (COFA-04-21-015202)(Staff – Katie Peterson)

VI. DISCUSSION

VII. 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.*

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Monday, May 17, 2021 at 4:00 P.M.

has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Monday, May 24, 2021

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

PUBLIC NOTICE

THE HISTORIC PRESERVATION REVIEW COMMITTEE (HPRC)

Meeting scheduled for

Monday, May 24, 2021 at 4:00 P.M.

has been CANCELED
due to lack of agenda items

The next meeting is scheduled for
Tuesday, June 1, 2021

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

PUBLIC NOTICE

The Construction Board of Adjustments and Appeals (CBAA)

Meeting scheduled for

Tuesday, May 25, 2021 at 6:00 P.M.

has been CANCELED.
due to lack of agenda items.

The next meeting is scheduled for.
Tuesday, June 22 , 2021

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

Affordable Housing Committee Meeting

Thursday, May 06, 2021 at 10:00 AM

Electronic Meeting

AGENDA

This meeting can be viewed on the Town of Bluffton's Facebook page

PUBLIC COMMENT

Public comments will be received via conference line provided by staff. All requests for public hearing or public comment will be accepted up to two (2) hours prior to the scheduled meeting start time.

I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF THE AGENDA

IV. ADOPTION OF MINUTES

1. April 1, 2021

V. PUBLIC COMMENTS

VI. OLD BUSINESS

VII. NEW BUSINESS

1. Neighborhood Assistance Program Budget Update

VIII. DISCUSSION

1. Municipality Affordable/Workforce Housing Updates
   - A. City of Hardeeville – Matthew Davis, AICP, Deputy City Manager
   - B. Town of Hilton Head Island – Jayme Lopko, AICP, Senior Planner
   - C. Beaufort County – Eric Greenway, AICP, Interim County Administrator

IX. ADJOURNMENT

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disability in its services, programs, or activities. The Town of Bluffton Council Chambers are ADA compatible. Any person requiring further accommodation should contact the Town of Bluffton ADA Coordinator at 843.706.4500 or adacoordinator@townofbluffton.com as soon as possible but no later than 48 hours before the scheduled event.

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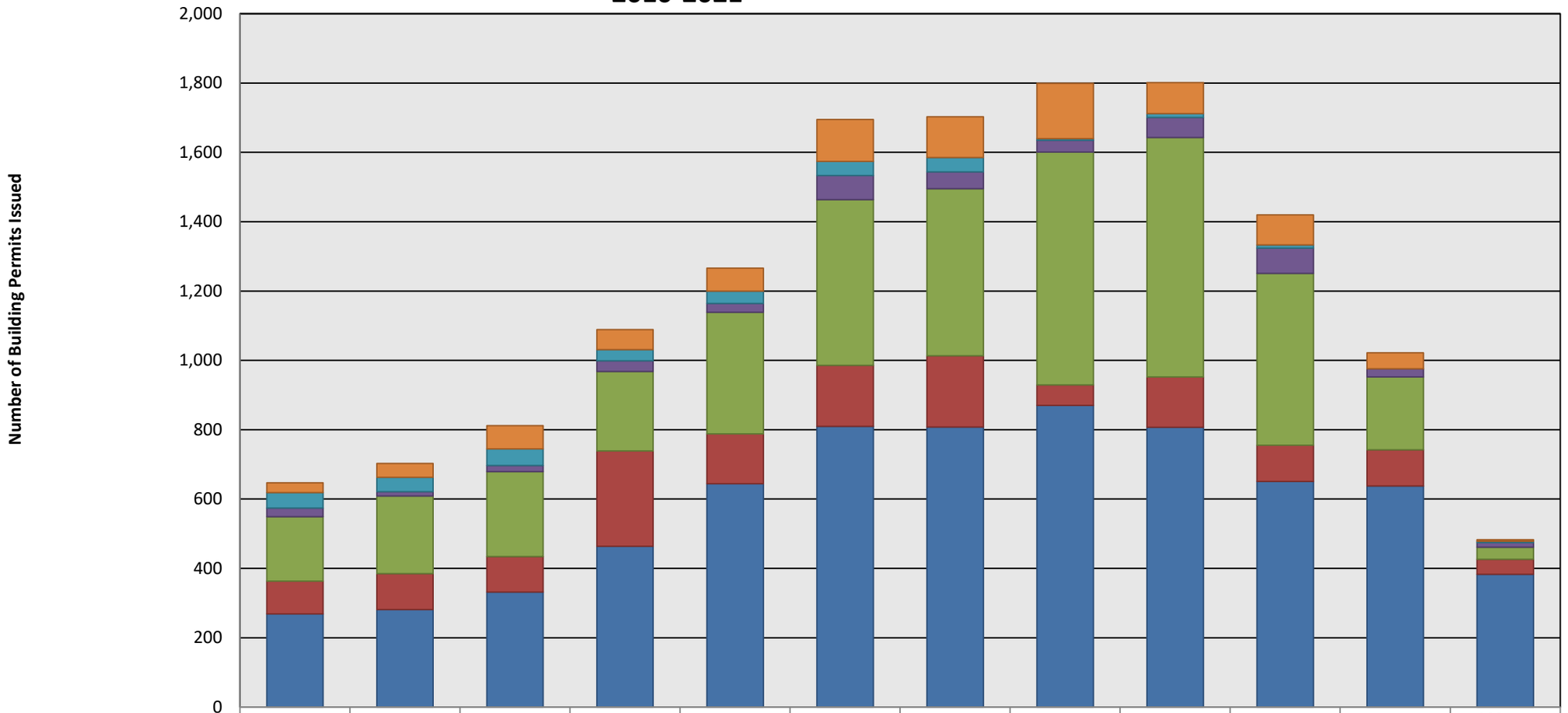
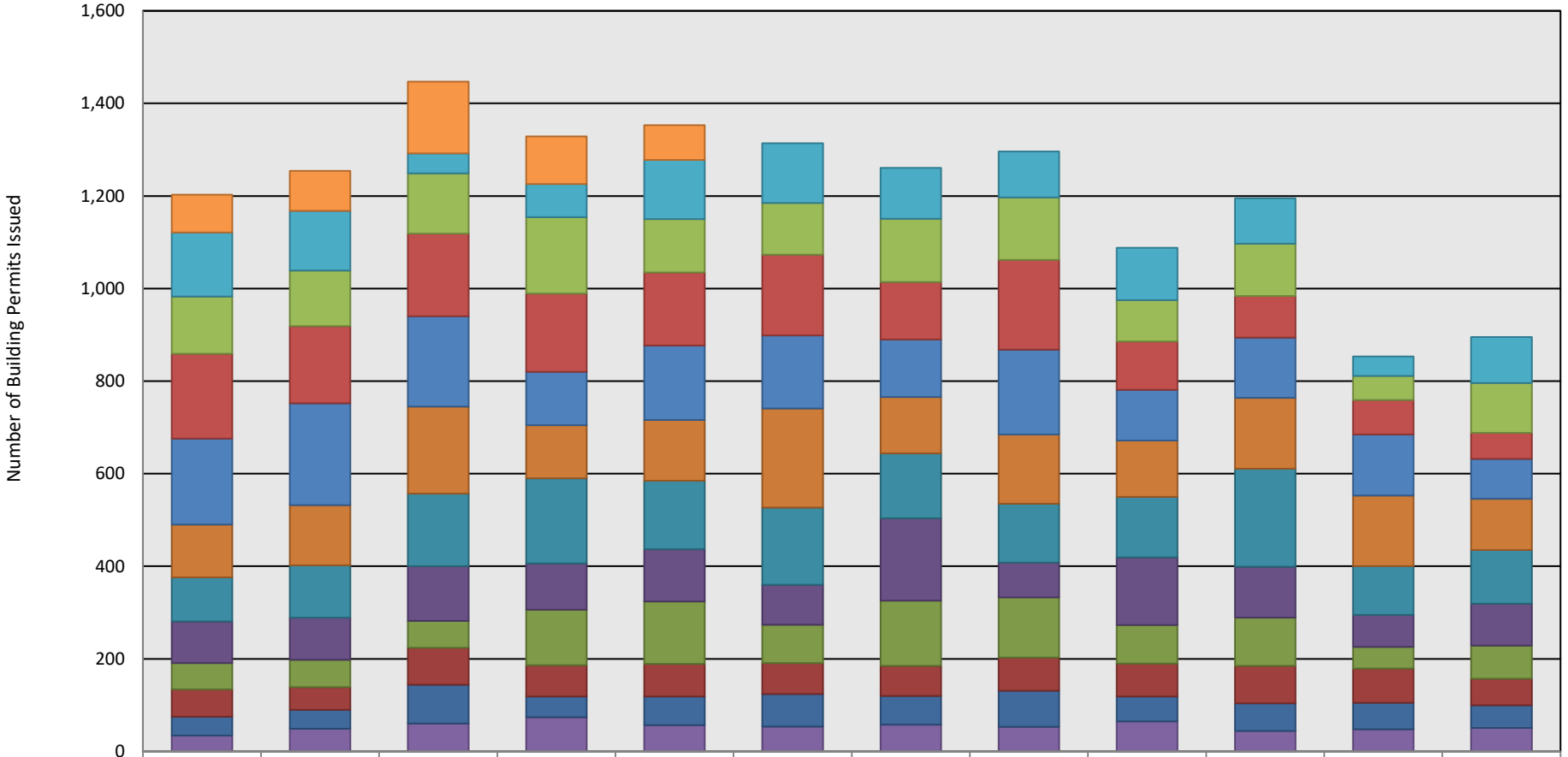
Town of Bluffton
Building Permits Issued
2010-2021



Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021 To Date
Other Commercial	28	40	67	58	66	121	118	159	89	87	46	5
Commercial Addition	45	42	48	32	36	41	41	5	11	9	0	4
New Commercial Construction/ Tenant Upfit	25	12	18	31	25	69	49	34	58	73	24	13
Other Residential	186	224	245	229	351	478	482	672	691	496	210	35
Residential Addition	94	104	102	275	144	176	205	59	145	104	104	43
New Single Family/ Multi-Family Residential	269	281	332	464	644	810	808	870	807	651	638	383

Notes: 1. "Other" Building Permits include permits for demolition, electrical, plumbing, gas, irrigation, HVAC replacement, pool/spa, roof repair, tent, construction trailer, fire sprinkler system, fire alarm system, and manufactured home replacement.
2. Building Permits Issued excludes those Building Permits which were voided or withdrawn.
3. The monthly average of building permits issued in 2018 (year to 12/01/2018) is 150 per month which is a 1.5% increase of building permits issued on a monthly basis from 2017.

Town of Bluffton
Building Permits Issued Per Month
2010-2021

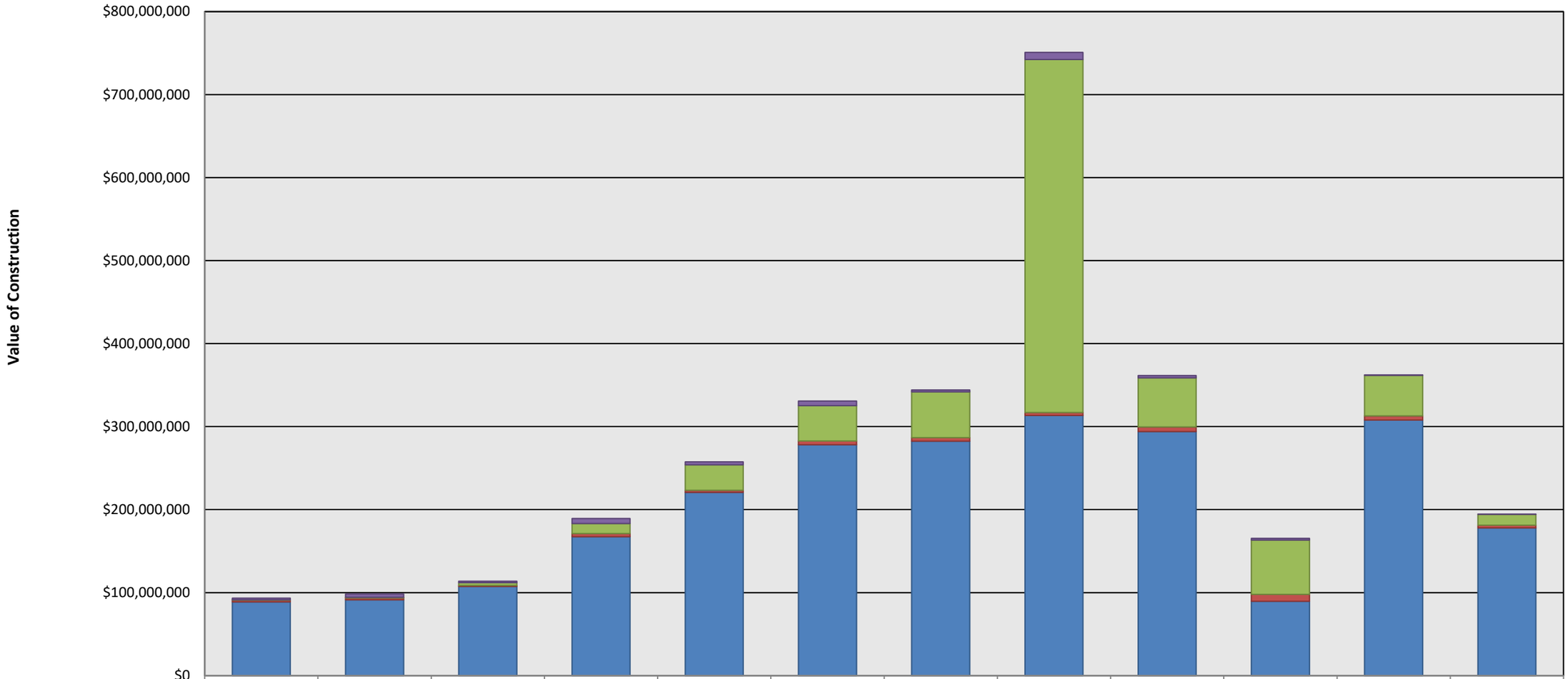


Month	January	February	March	April	May	June	July	August	September	October	November	December
2021	82	86	155	103	75							
2020	138	129	43	72	128	129	110	99	113	98	42	99
2019	124	120	130	165	115	112	137	135	89	113	52	108
2018	183	167	179	169	158	174	124	194	105	90	74	56
2017	186	220	195	115	161	158	124	183	109	130	132	86
2016	114	130	188	115	131	214	122	150	122	153	153	111
2015	95	113	157	184	148	167	140	127	131	212	105	116
2014	90	91	118	100	113	86	178	75	146	110	69	90
2013	57	59	58	120	135	83	141	130	83	104	47	72
2012	59	49	80	67	70	67	65	72	71	81	74	57
2011	41	41	84	45	62	70	62	78	54	60	57	49
2010	34	49	60	74	57	54	58	53	65	44	48	51

Notes: 1. "Other" Building Permits include permits for demolition, electrical, plumbing, gas, irrigation, HVAC replacement, pool/spa, roof repair, tent, construction trailer, fire sprinkler system, fire alarm system, and manufactured home replacement.
2. Building Permits Issued excludes those Building Permits which were voided or withdrawn.

Town of Bluffton
Value of Construction
2010-2021

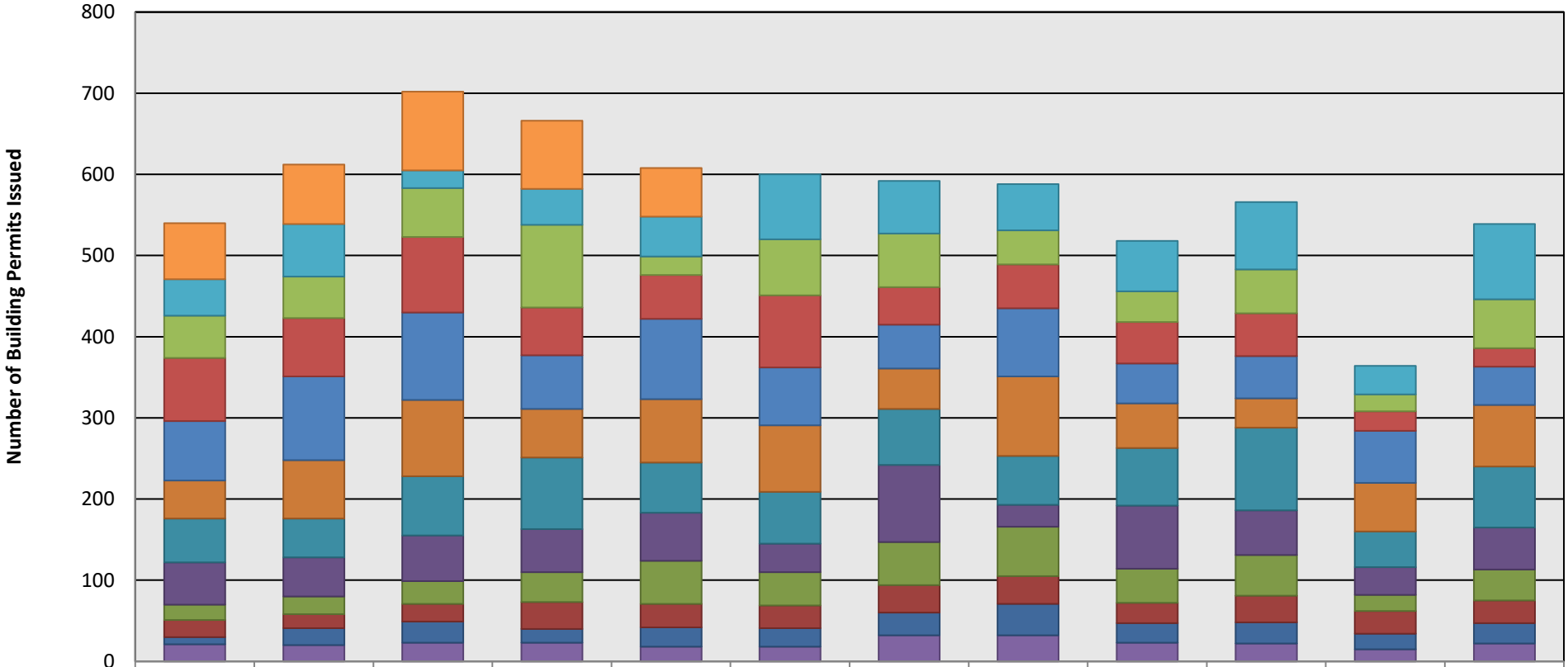
Attachment 3a



Year	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021 To Date
Commercial Additions	$1,900,201	$4,043,767	$1,829,112	$6,108,604	$3,581,161	$5,640,708	$2,395,534	$8,535,713	$2,736,915	$1,864,126	$446,060	$42,000
New Commercial/ Tenant Upfits	$456,337	$852,545	$3,265,626	$12,026,404	$30,496,645	$42,515,253	$54,982,666	$425,223,725	$59,076,385	$65,475,875	$48,961,453	$13,003,537
Residential Additions/ Renovations	$2,129,051	$2,279,051	$1,115,065	$3,729,782	$2,519,255	$4,652,929	$4,241,365	$3,563,611	$5,461,103	$8,346,412	$4,846,921	$3,312,042
New Single Family/ Multi-Family	$88,820,755	$91,316,936	$107,490,514	$167,435,317	$220,887,215	$278,078,709	$282,548,601	$313,502,148	$294,166,940	$89,627,180	$307,962,223	$177,881,088

Note: The Value of Construction is added to each respective property where the improvement was constructed. This increases the overall value, also refered to as market value, of the property used to which is used determine its assesed value which is subject to Town Millage. This increased value is realized in the following year's tax roll.

Town of Bluffton
New Single Family/ Multi-Family Residential Building Permits Issued Per Month
2010-2021

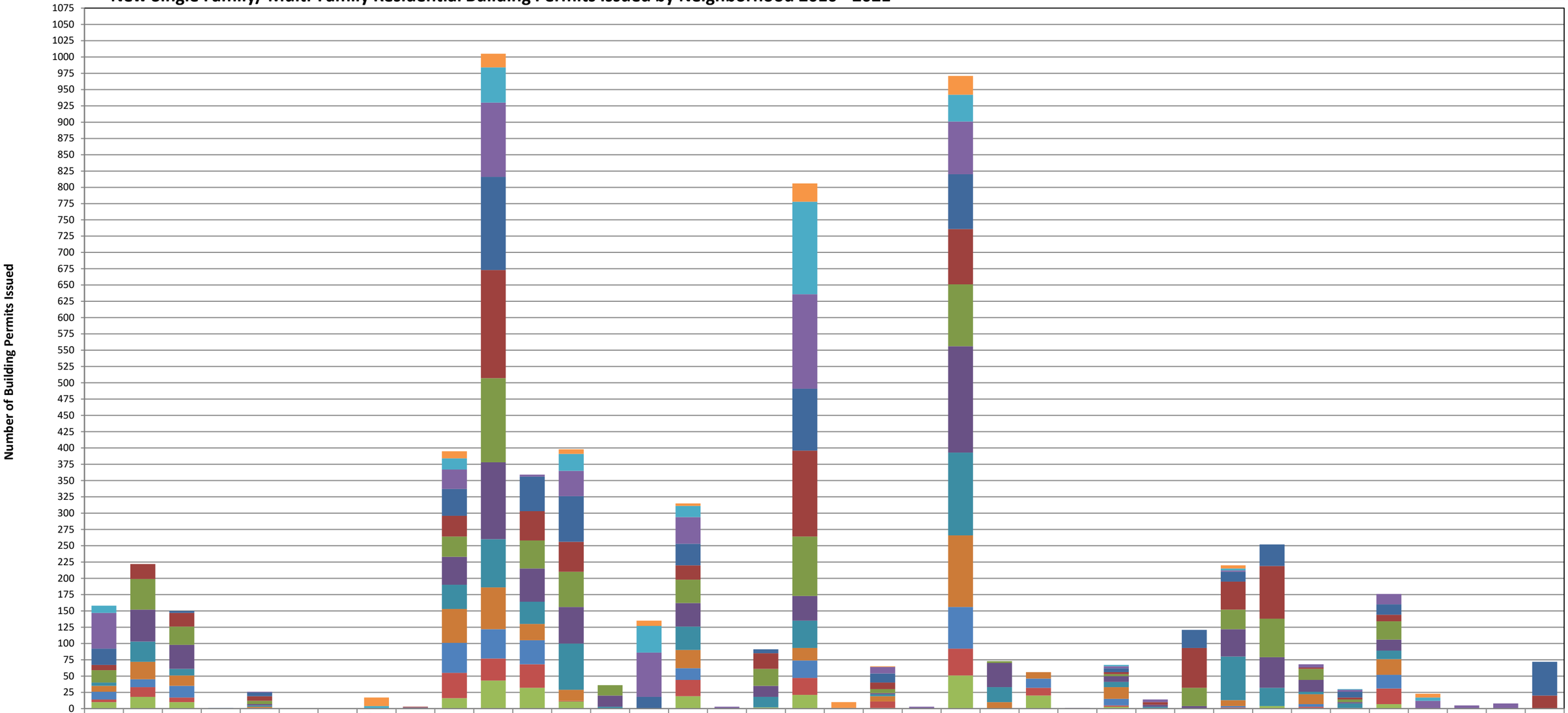


Month	January	February	March	April	May	June	July	August	September	October	November	December
2021	69	73	97	84	60							
2020	45	65	22	44	49	80	65	57	62	83	35	93
2019	52	51	60	102	23	69	66	42	38	54	21	60
2018	78	72	93	59	54	89	46	54	51	53	24	23
2017	73	103	108	66	99	71	54	84	49	52	64	47
2016	47	72	94	60	78	82	50	98	55	36	60	76
2015	54	48	73	88	62	64	69	60	71	102	44	75
2014	52	48	56	53	59	35	95	27	78	55	34	52
2013	19	22	28	37	53	41	53	61	42	50	20	38
2012	21	17	22	33	29	28	34	34	25	33	28	28
2011	9	21	26	17	24	23	28	39	24	26	19	25
2010	21	20	23	23	18	18	32	32	23	22	15	

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

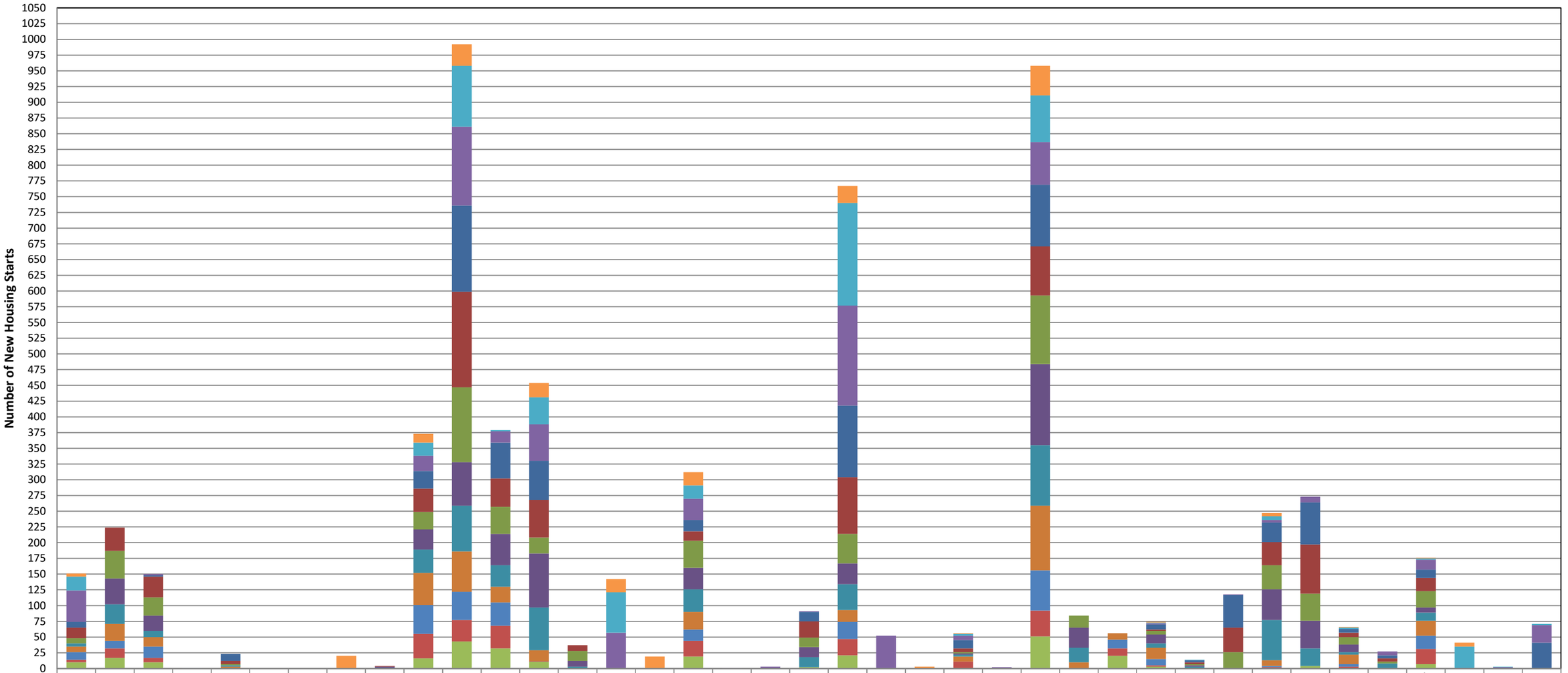
Town of Bluffton

New Single Family/ Multi-Family Residential Building Permits Issued by Neighborhood 2010 - 2021



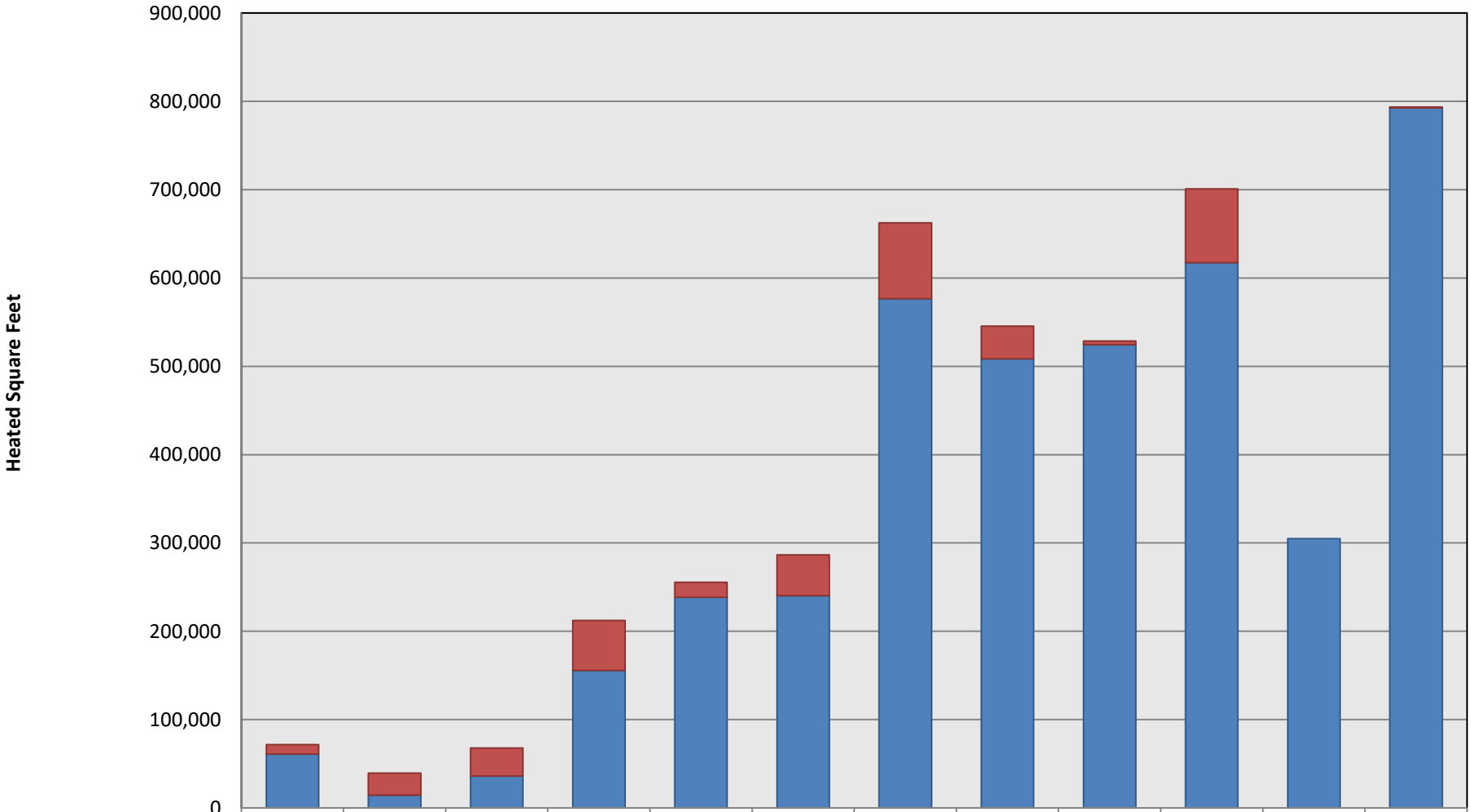
Neighborhood	Alston Park	Baynard Park	Bluffton Park	Brendan Woods	Buck Island/ Simmonsville	Buckwalter Place	Calhoun Street Promenade	Four Seasons at Carolina Oaks	Giddy Up	Hampton Hall	Hampton Lake	Haven at New Riverside	Heritage at New Riverside	Kirks Bluff	Landings at New Riverside	Lawton Station	Lot 26 Able St	Midpoint	Mill Creek at Cypress Ridge	New Riverside - Other	Old Town-Other	One Hampton Lake	Palmetto Bluff	Palmetto Pointe Townes	Parkside	Pine Ridge	Rose Dhu Creek Plantation	Schultz/ Goethe Road	Seagrass Station	Shell Hall	Southern Oaks	Stock Farm	Tabby Roads	The Village at Palmetto Pointe	The Walk	Ulmer Property	Village at Verdier Plantation	WellStone
2021 To Date								13		11	21		7		8	4			28	9	1		29							5					6			
2020	11	0	0	0	0	0	0	4	0	17	54	0	26	0	41	17	0	0	142	0	0	0	41	0	0	0	2	0	0	3	0	0	1	0	5	0	0	0
2019	55	0	0	0	1	0	0	0	0	30	114	3	39	0	68	41	3	0	145	0	10	3	81	0	0	1	3	4	0	2	0	5	3	16	12	5	8	0
2018	25	0	3	0	6	0	0	0	0	41	143	53	70	0	18	33	0	6	95	1	14	0	84	0	0	0	6	0	28	15	33	0	9	16	0	0	0	52
2017	8	23	21	0	7	0	0	0	1	32	166	45	46	0	0	22	0	24	132	0	10	0	85	0	0	0	3	4	61	43	81	2	3	10	0	0	0	20
2016	19	47	28	0	5	0	0	0	0	31	129	43	54	16	0	36	0	26	91	0	6	0	95	3	0	0	3	0	28	30	59	17	4	28	0	0	0	0
2015	0	49	37	0	2	0	0	0	1	43	118	51	56	17	0	36	0	17	38	0	2	0	163	37	0	0	9	3	4	42	47	18	2	17	0	0	0	0
2014	5	31	10	0	2	0	0	0	1	37	74	34	71	3	0	36	0	16	42	0	3	0	127	23	0	0	8	2	0	67	28	4	7	13	0	0	0	0
2013	9	27	16	0	2	0	0	0	0	52	64	25	17	0	0	28	0	0	19	0	8	0	110	10	10	0	18	0	0	9	0	15	1	24	0	0	0	0
2012	12	12	18	1	1	0	0	0	0	46	45	37	0	0	0	18	0	0	27	0	0	0	64	0	14	0	10	0	0	2	0	4	0	21	0	0	0	0
2011	4	15	7	0	0	0	0	0	0	39	34	36	1	0	0	25	0	0	26	0	10	0	41	0	12	0	2	1	0	2	0	2	0	24	0	0	0	0
2010	10	18	10	0	0	0	0	0	0	16	43	32	11	0	0	19	0	2	21	0	1	0	51	0	20	0	3	0	0	0	4	1	0	7	0	0	0	0

Town of Bluffton
New Single Family/ Multi-Family Certificates of Occupancy Issued by Neighborhood 2010 - 2021



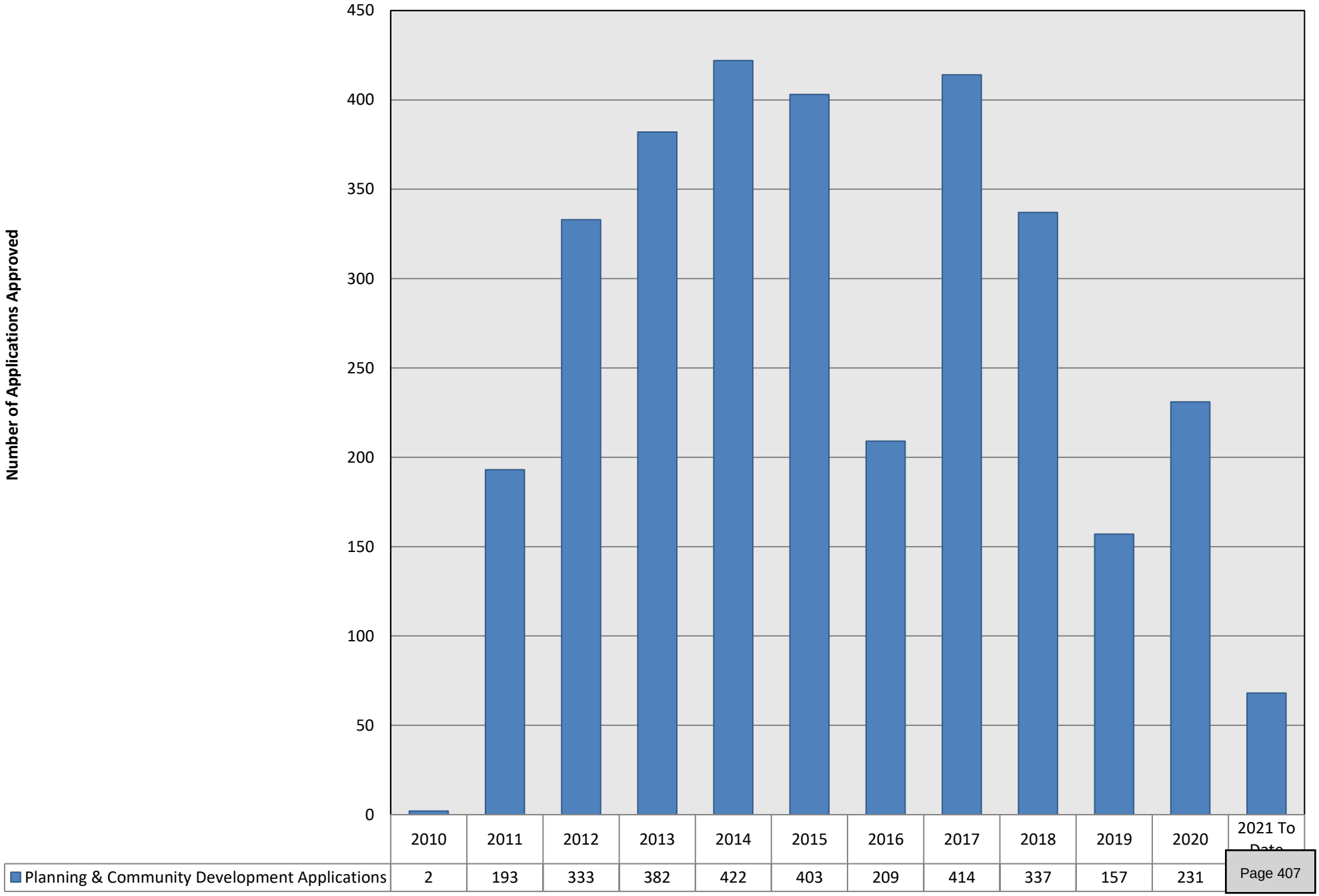
	Alston Park	Baynard Park	Bluffton Park	Brendan Woods	Buck Island/ Simmonsville	Buckwalter Place	Calhoun Street Promenade	Four Seasons at Carolina Oak	Giddy Up	Hampton Hall	Hampton Lake	Haven at New Riverside	Heritage at New Riverside	Kirks Bluff	Landings at New Riverside	Lakes at New Riverside	Lawton Station	Lee/Burnt Church Rd	Lot 26 Able St	Midpoint	Mill Creek at Cypress Ridge	Mystic Bluff Apartments	New River Forest	Old Town-Other	Palmetto Bluff Block	Palmetto Bluff	Palmetto Pointe Townes	Parkside	Rose Dhu Creek Plantation	Schultz/ Goethe Road	Seagrass Station	Shell Hall	Southern Oaks	Stock Farm	Tabby Roads	The Village at Palmetto Pointe	The Walk	Ulmer Property	Wellstone
2021 To Date	5							20		14	34		23		21	19	21				27		3	1		47			1			5		1		1	6		
2020	22	0	0	0	0	0	0		0	21	97	2	43	0	64		21	0	0	0	163	0		3	0	74	0	0	1	1	0	6	0	2	0	2	34	1	2
2019	50	0	2	0	0	0	0		0	24	125	18	58	0	57		34	1	3	1	159	52		7	2	68	0	0	2	0	1	4	9	0	6	16	1	2	28
2018	9	0	2	0	11	0	0		0	28	137	57	62	0	0		18	0	0	15	114	0		13	0	98	0	0	8	3	52	31	67	6	5	13	0	0	41
2017	17	37	33	0	5	0	0		1	37	152	45	60	9	0		15	0	0	26	90	0		6	0	78	0	0	2	3	39	37	78	7	5	21	0	0	0
2016	8	44	29	0	2	0	0		0	28	119	43	25	16	0		43	0	0	15	47	0		2	0	109	19	0	6	2	26	38	43	12	3	26	0	0	0
2015	0	41	24	0	0	0	0		2	32	69	50	86	9	0		34	0	0	16	33	0		2	0	129	32	0	14	2	0	49	44	12	0	8	0	0	0
2014	5	31	10	0	2	0	0		1	37	73	34	68	3	0		36	0	0	16	41	0		3	0	96	23	0	7	2	0	64	28	4	7	13	0	0	0
2013	9	27	15	0	2	0	0		0	51	64	25	17	0	0		28	0	0	0	19	0		8	0	103	10	10	18	0	0	9	0	15	1	24	0	0	0
2012	12	12	18	1	1	0	0		0	46	45	37	0	0	0		18	0	0	0	27	0		0	0	64	0	14	10	0	0	2	0	4	0	21	0	0	0
2011	4	15	7	0	0	0	0		0	39	34	36	1	0	0		25	0	0	0	26	0		10	0	41	0	12	2	1	0	2	0	2	0	24	0	0	0
2010	10	17	10	0	0	0	0		0	16	43	32	11	0	0		19	0	0	2	21	0		1	0	51	0	20	3	0	0	0	4	1	0	7	0	0	0

Town of Bluffton
New Commercial Construction and Additions Heated Square Footage
2010 - 2021



	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021 To Date
Commercial Additions	10,897	24,817	31,638	56,667	16,842	45,965	85,842	36,980	4,123	83,424	0	700
New Commercial	60,885	14,434	36,020	155,641	238,576	240,430	576,583	508,508	524,471	617,352	304,868	792,692

Town of Bluffton
Planning & Community Development Applications Approved
2010 - 2021



Growth Management Application Update Report

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

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

Active Cases

Annexation Petition

100%

ANNX-07-19-013330 07/10/2019 Annexation Petition Active Aubrie Giroux

Applicant: Walter J Nester III **Owner:** Bishop of Charleston

PLAN DESCRIPTION: Request for an Ordinance for the Annexation of the Saint Gregory the Great property consisting of approximately 61.093 Acres of land located at 323 Fording Island Road and identified as Beaufort County Tax Map Nos. R600 022 000 0125 0000 & R660 022 000 1120 0000, into the Town of Bluffton Corporate Limits.
STATUS: Town Council approved the "Intent to Annex", First Reading of the Annexation Ordinance at their August 12, 2019 meeting. The Applicant previously requested to place this application on hold so they can prepare updated materials to reflect the Town's desire for them to pursue incorporating the property into the Buckwalter Planned Unit Development Concept Plan Development Agreement as a new planning tract instead of General-Mixed use as requested. To bring the property into Buckwalter, amendments to the Planned Unit Development, Concept Plan, and Development Agreement are necessary which will require the submittal of additional applications and materials. Applicant submitted revised materials and the necessary additional applications on February 21, 2020. Staff is currently reviewing the materials and applications for clarity, content, and completeness. The application went before Planning Commission for workshop on July 22, 2020. Planning Commission will hold a Public Hearing and Recommendation to Town Council on October 28, 2020. Town Council will then hold a Public Hearing and Second and Ordinance Final Reading at their February 9, 2021 meeting.

PROJECT NAME: SAINT GREGORY THE GREAT CATHOLIC CHURCH

Total Annexation Petition Cases: 1

Certificate of Appropriateness

Highway Corridor Overlay District

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-08-20-014496 08/25/2020 Certificate of Appropriateness Active Katie Peterson

Applicant: AVTEX Commercial Properties, INC **Owner:** MFH LAND, LLC

PLAN DESCRIPTION: A request by Thomas and Hutton on behalf the owners, Town of Bluffton and MFH Land, LLC for approval of a Certificate of Appropriateness -HCOD. The project consists of the infrastructure, landscaping, and lighting for future development. The property is zoned New Riverside Planned Unit Development and consists of approximately 35.4 acres identified by tax map numbers R610 036 000 1258 0000 and R610 036 000 3214 0000, commonly known as Parcel 4B-2 and 4B-3 located at the southeast corner of the SC Highway 46 and SC Highway 170 intersection.
STATUS 9-24-2020: The application was reviewed at the September 23, 2020 Planning Commission meeting and approved with conditions. Staff is awaiting resubmitted documents addressing Planning Commission Conditions. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.

PROJECT NAME: NEW RIVERSIDE VILLAGE

COFA-10-20-014686 10/20/2020 35 PONDBERRY ST STREET Certificate of Appropriateness Active Katie Peterson

Applicant: Tarr Group, LLC **Owner:** HEPBLUFF LLC

PLAN DESCRIPTION: A request by WMG Development, LLC on behalf the owner, Hepbluff, LLC for approval of a Certificate of Appropriateness -HCOD. The project consists of a 4,200 SF professional dental office with the associated infrastructure, landscaping, and lighting. The property is zoned Jones Estate Planned Unit Development and consists of approximately 1.43 acres identified by tax map numbers R610 036 000 3210 0000, located at the northeast corner of the SC Highway 170 and Pondberry Street in the May River Crossing development.
STATUS 10-27-2020: The application is currently being reviewed by Staff for conformance with the [Unified Development Ordinance (UDO), or Development Agreement and Planned Unit Development documents], and any development plans associated with the parcel and was reviewed by the Planning Commission at the November 18, 2020 meeting and approved with conditions. Staff is awaiting resubmitted materials addressing the Planning Commission's conditions. Once submitted and satisfactorily reviewed a final Certificate of Appropriateness will be issued.

PROJECT NAME: TOWNE CENTRE AT NEW RIVERSIDE

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-03-18-011754 03/02/2018 Certificate of Appropriateness Active Katie Peterson

Applicant: Dan Keefer **Owner:** Michael Bradley Holdings, LLC

PLAN DESCRIPTION: A request by Dan Keefer, on behalf of the property owner, Michael Bradley Holdings, LLC., for a Certificate of Appropriateness – HCO for a 5.18 acre development consisting of a brewery/restaurant building of approximately 37,000 SF, an outdoor beer garden area and the associated parking, driveways, lighting and landscaping. The property is identified by tax map numbers R610-039-000-0021-0000, R610-039-000-0756-0000, R610-039-000-0757-0000 and is located adjacent to May River Road (SC Highway 46), Buck Island Road and Jennifer Court. It falls within the Town of Bluffton Highway Corridor Overlay District, and is zoned Neighborhood Core.
STATUS: The application was reviewed at the March 28th PC meeting and approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.
STATUS 3-19-2020: An email was sent to the Owner and Applicant as listed on the application notifying them of the impending expiration of the application.
STATUS 3-26-2020: Applicant response with plans to provide plans for resubmittal. Active.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

COFA-01-21-014930 01/21/2021 Certificate of Appropriateness Active Alan Seifert

Applicant: Witmer Jones Keefer Ltd. **Owner:** David Carpio

PLAN DESCRIPTION: A request by Wallace Milling of Witmer Jones Keefer, Ltd. on behalf the owner, David Carpio of Brixmor, for approval of a Certificate of Appropriateness -HCOD. The project consists of the modification of the existing landscape plan to remove trees. The property is zoned Belfair Planned Unit Development and consists of approximately 10 acres identified by tax map numbers R610 031 000 0194 0000, located within the Belfair Towne Village development.
STATUS 01-25-2021: The application is currently being reviewed by Staff for conformance with the [Unified Development Ordinance (UDO), or Development Agreement and Planned Unit Development documents], and any development plans associated with the parcel and is scheduled for review by the Planning Commission at the January 27th meeting.
STATUS 01/28/2021: THe application was tabled by the Planning Commission with a request to provide additional information, specifically an Arborists Report and a mitigation plan.

STATUS 05/19/2021: The applicant has provided the additional information requested by the Planning COmmission and it will be presented to the Planning Commission at the May 26, 2021 meeting.

PROJECT NAME: BELFAIR TOWNE VILLAGE

Historic District

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-04-21-015202 04/13/2021 47 STOCK FARM ROAD Certificate of Appropriateness Active Katie Peterson

Applicant: Webb Construction Inc **Owner:** Gilbert Carter

PLAN DESCRIPTION: A request by Jessie Westmark, of Webb Construction, on behalf of the owners, Gilbert and Mary Reid Carter, for review of a Certificate of Appropriateness to allow the addition of approximately 484 heated square feet to the existing single-family residential structure located at 47 Stock Farm Road, in the Old Town Bluffton Historic District and zoned Neighborhood Conservation- HD.
STATUS [5/11/2021]: The application was reviewed at the May 10, 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: STOCK FARM

COFA-01-21-014892 01/11/2021 6 MARIANNA WAY WAY Certificate of Appropriateness Active Katie Peterson

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

COFA-07-20-014386 07/13/2020 75 BRIDGE ST Certificate of Appropriateness Active Katie Peterson

Applicant: James Guscio **Owner:** James Guscio

PLAN DESCRIPTION: A request by James Guscio, for review of a Certificate of Appropriateness to allow the construction of a new 2.5-story single-family building of approximately 2,310 SF located at 75 Bridge Street in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.
STATUS 9-24-2020: The application was reviewed at the August 3, 2020 HPRC meeting and comments were provided to the Applicant. A final application has been submitted and is being reviewed for conformance with the UDO and is scheduled for review by the full HPC at the October 7, 2020 meeting.
STATUS 10-8-2020: The Application was approved with conditions at the Oct. 7, 2020 HPC meeting Staff is awaiting resubmitted documents addressing conditions. Once recieved, they will be reviewed and if satisfactory, staff will stamp the plans and issue the final Certificate of Appropriateness.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-07-19-013313 07/02/2019 215 GOETHE RD Certificate of Appropriateness Active Katie Peterson

Applicant: The Bluffton Breeze, LLC **Owner:** Leonex Construction Group Inc.

PLAN DESCRIPTION: A request by Randolph Stewart, on behalf of Leonex Construction Group, for review of a Certificate of Appropriateness to allow the construction of a 3-story mixed use building of approximately 2,900 SF and a Carriage House of approximately 1,060 SF located at 215 Goethe Road within the May River Road development plan in the Old Town Bluffton Historic District, and zoned Neighborhood Core-HD.
STATUS: The Application was heard at the July 15th meeting of the HPRC. A Final Application has been submitted and was approved with conditions at the November 6th meeting of the HPC. Staff is awaiting resubmittal materials addressing HPC Conditions.
STATUS 11-27-19: Preliminary Approval Letter discussed with Applicant. Awaiting resubmitted materials.

PROJECT NAME: Schultz/Goethe

COFA-12-20-014811 12/04/2020 114 PRITCHARD ST STREET Certificate of Appropriateness Active Katie Peterson

Applicant: Manuel Studio, LLC **Owner:** P. Ellen Malphrus

PLAN DESCRIPTION: A request by Ansley Manuel, on behalf of the owner, Patricia Ellen Malphrus, for review of a Certificate of Appropriateness to allow an addition of approximately 2,971 SF to the existing single-family structure of approximately 1,095 SF located at 114 Pritchard Street in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.
STATUS: The Application was heard at the January 4, 2021 HPRC meeting where comments were provided to the Applicant. A Final Application was submitted and has been placed on the February 3rd Historic Preservation Commission meeting agenda.

PROJECT NAME: OLD TOWN

COFA-10-20-014694 10/21/2020 20 MERIWETHER CT COURT Certificate of Appropriateness Active Katie Peterson

Applicant: Webb Construction Inc **Owner:** Ernie Suozzi

PLAN DESCRIPTION: A request by Brian Webb, on behalf of owner, Ernie Suozzi, for review of a Certificate of Appropriateness Application to allow the construction of a new 1 ½ story single family residence of approximately 1,955 SF and a Carriage House of approximately 352 SF to be located at 20 Meriweather Court, in the Landon Oaks development, in the Old Town Bluffton Historic District and zoned Neighborhood General – HD.
STATUS [11-4-2020]: The application is currently being reviewed by Staff for conformance with the Unified Development Ordinance (UDO), Traditional Construction Patterns, and any development plans associated with the parcel and was reviewed by the HPRC at the November 16, 2020 meeting where comments were provided to the Applicant. A final application was submitted and heard at the January 6, 2021 HPC meeting and approved with conditions. Staff is awaiting the submittal of revised materials addressing the HPC conditions. Once received, and satisfactorily reviewed, Staff will issue the Final Certificate of Appropriateness.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-11-19-013711 11/21/2019 7 BLUE CRAB ST Certificate of Appropriateness Active Katie Peterson

Applicant: Ernest Suozzi **Owner:** Ernest Suozzi

PLAN DESCRIPTION: A request by Ernest Suozzi, for review of a Certificate of Appropriateness to allow the construction of a 2-story single family residential structure of approximately 1920 SF and a Carriage House of approximately 986 SF located on the property at 7 Blue Crab Street in the Tabby Roads development in the Old Town Bluffton Historic District, and zoned Neighborhood General-HD.
STATUS 3-24-2020:The application was heard at the December 9th meeting of the HPRC and comments provided to the Applicant. A final application was sapproved with conditions at the February 5, 2020 HPC meeting. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.

PROJECT NAME: TABBY ROADS PHASE 1

COFA-04-21-015184 04/06/2021 16 ROBERTSON ST STREET Certificate of Appropriateness Active Katie Peterson

Applicant: Ashley Beard **Owner:** Ashley Beard

PLAN DESCRIPTION: A request by Ashley Rachel Beard for review of a Certificate of Appropriateness to allow the construction of a new two-story single family residence of approximately 1,947 SF and a Carriage House of approximately 624 SF located at 16 Robertson Street, in the Old Town Bluffton Historic District and zoned Neighborhood General- HD.
STATUS [4-6-2021]: 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 26th meeting.

PROJECT NAME: OLD TOWN

COFA-02-21-014972 02/09/2021 7 PEARL ST STREET Certificate of Appropriateness Active Katie Peterson

Applicant: Sawyer/ Preston Graham- Glover **Owner:** William Glover

PLAN DESCRIPTION: A request Sawyer Graham and Preston Glover, on behalf of the owner, William Glover, for review of a Certificate of Appropriateness to allow the construction of a new two-story single-family residence of approximately 2,500 SF and a Carriage House of approximately 880 SF located at 7 Pearl Street, identified as Lot 20 in the Tabby Roads Development, in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.

STATUS 4-8-2021: The Application was heard at the March 8th HPRC Meeting where comments were provided to the Applicant. It was heard at the April 7, 2021 HPC meeting where it was approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-06-20-014321 06/18/2020 29 LAWTON ST Certificate of Appropriateness Active Katie Peterson

Applicant: Keith Koobs **Owner:** Keith & Mary Koobs

PLAN DESCRIPTION: A request by Keith and Mary Koobs, for review of a Certificate of Appropriateness to allow the construction of a new 1-story single-family structure of approximately 1,415 SF located at 29 Lawton Street and zoned Neighborhood General – HD.

STATUS 9-24-2020: The application was reviewed at the June 29, 2020 HPRC meeting and the August 5, 2020 HPC meeting and approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.

AMENDMENT{11-17-2020}: New build of house - addition of 2 doors on front elevation of house (front porch).

PROJECT NAME: OLD TOWN

COFA-03-21-015160 03/31/2021 5 MARIANNA WAY WAY Certificate of Appropriateness Active Katie Peterson

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.

PROJECT NAME: OLD TOWN

COFA-11-18-012562 11/14/2018 1268 MAY RIVER RD Certificate of Appropriateness Active Erin Schumacher

Applicant: Kevin Farruggo **Owner:** McClure Real Estate LLC

PLAN DESCRIPTION: A request by Grady L Woods Architects on behalf of McClure Real Estate, LLC, for review of a Certificate of Appropriateness to allow the renovation of the existing contributing structure (known as the Nathanial Brown House) into a commercial office space of approximately 1,325 SF. The renovation includes: the removal of the gabled east wing of approximately 210 SF; installation of new windows, doors, and roof materials; and an interior upfit of the structure located at 1268 May River Road in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.
STATUS: The application was reviewed at the November 19th HPRC meeting and the January 9th HPC meeting and approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.
STATUS 3-30-20: An email was sent to the applicant and owner as listed on the application notifying them of the impending expiration of the application.
STATUS 4-27-20: The applicant has responded that they are working on submittal information. Active.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-01-20-013886 01/21/2020 36 TABBY SHELL RD Certificate of Appropriateness Active Katie Peterson

Applicant: James Guscio **Owner:** Riverside Retreats, Inc

PLAN DESCRIPTION: A request by James Guscio, on behalf of Riverside Retreats, for review of a Certificate of Appropriateness to allow the construction of a new 2-story single-family building of approximately 2,243 SF located at 36 Tabby Shell Road in the Tabby Roads development in the Old Town Bluffton Historic District, and zoned Neighborhood General-HD.
STATUS 3-30-20: The application was reviewed and was heard at the February 3, 2020 HPRC meeting where comments were provided to the Applicant. A Final Application was submitted and was approved with conditions at the March 4, 2020 meeting of the HPC. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.

PROJECT NAME: TABBY ROADS PHASE 1

COFA-12-18-012652 12/12/2018 6 HEAD OF THE TIDE Certificate of Appropriateness Active Erin Schumacher

Applicant: Manuel Studio, LLC **Owner:** Deidre Jurgensen

PLAN DESCRIPTION: A request by Ansley Manuel, on behalf of Deidre Jurgensen, for review of a Certificate of Appropriateness to allow the construction of a new Carriage House of approximately 1,424 SF located at 6 Head of the Tide in the Old Town Bluffton Historic District, and zoned Neighborhood Conservation-HD.
STATUS: The application was reviewed at the January 2nd HPRC meeting and the May 1st HPC meeting and approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.
STATUS 3-30-20: A permit has been pulled for 5 Head of Tide to remove the Carriage House from this site, as one of the conditions on this permit. Once the work associated with that permit has been complete, this COFA will be able to be approved. RNEW-10-19-2005

PROJECT NAME: OLD TOWN

COFA-02-21-015048 02/25/2021 45 VERDIER COVE RD ROAD Certificate of Appropriateness Active Katie Peterson

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

Growth Management Application Update Report

Town of Bluffton
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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Appropriateness

COFA-07-18-012236 07/25/2018 81 CALHOUN ST Certificate of Appropriateness Active Katie Peterson

Applicant: Pearce Scott Architects, Inc. **Owner:** 81 Calhoun Street LLC

PLAN DESCRIPTION: A request by Pearce Scott Architects on behalf of Chris Shoemaker, for review of a Certificate of Appropriateness to allow the construction of a mixed-use accessory Carriage House of approximately 1,200 SF located at 55 Bridge Street in the Old Town Bluffton Historic District and zoned Neighborhood Conservation-HD.
STATUS: The application was reviewed at the July 30th HPRC meeting and comments were provided to the Applicant. A final applications as approved with conditions at the November 9th meeting. Staff is awaiting resubmittal documents addressing HPC Conditions.

PROJECT NAME: OLD TOWN

COFA-06-19-013223 06/05/2019 127 BRIDGE ST Certificate of Appropriateness Active Katie Peterson

Applicant: R. Stewart Design, LLC **Owner:** Spartina449

PLAN DESCRIPTION: A request by Randolph Stewart of R. Stewart Design, LLC., on behalf of Kay Stanley, for review of a Certificate of Appropriateness to allow for the renovation and construction of a new addition to the existing structure in the Old Town Bluffton Historic District located at 127 Bridge Street in the Old Town Bluffton Historic District, and zoned Riverfront Edge-HD.
The application was heard at the June 24th HPRC Meeting where comments were provided to the Applicant.
STATUS 3-24-2020: The Applicant submitted additional information and requested to be placed on the August 7th HPC Agenda as discussion only for their conceptual application. The Application was heard and comments provided. A final application was submitted and approved with conditions by the HPC at their October 2nd meeting. Staff is awaiting the submittal of revised materials addressing the HPC conditions. Awaiting window detail as final item for approval.
STATUS 9-24-2020: A window detail was submitted for review by the HPRC. It has been placed on the September 28, 2020 HPRC Agenda.

PROJECT NAME: OLD TOWN

COFA-12-20-014812 12/07/2020 38 LAWRENCE ST STREET Certificate of Appropriateness Active Katie Peterson

Applicant: Manuel Studio, LLC **Owner:** James Mitchell & Laurie Brown

PLAN DESCRIPTION: A request by Ansley Manuel, on behalf of James Mitchell and Laurie Brown for review of a Certificate of Appropriateness to an addition of approximately 1,034 SF to the existing single-family structure of approximately 1,545 SF located at 38 Lawrence Street in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.
STATUS 3-4-2021: The Application was heard at the January 4, 2021 HPRC meeting where comments were provided to the applicant. A Final Application was submitted and heard at the March 3, 2021 meeting of the Historic Preservation Commission where it was approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

Active Cases

Certificate of Appropriateness

COFA-09-20-014595 09/15/2020 23 PRITCHARD ST STREET Certificate of Appropriateness Active Katie Peterson

Applicant: InCircle Architecture **Owner:** Trudy Eaton

PLAN DESCRIPTION: A request by Christopher Epps, on behalf of owner Trudy J Eaton Trust, for review of a Certificate of Appropriateness to allow the addition of a 578 SF second story to the existing 1-story Carriage House of approximately 514 SF located at 23 Pritchard Street in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.
STATUS 9-15-2020: The application is currently being reviewed by Staff for conformance with the Unified Development Ordinance (UDO), Traditional Construction Patterns, and any development plans associated with the parcel and is scheduled for review by the HPRC at the October 12, 2020 meeting.
STATUS [11-04-2020]: The application was reviewed at the 10-12-2020HPRC meeting and comments were provided to the Applicant. A final application was submitted and reviewed for conformance with the UDO. It was heard by the HPC at the 12-2-2020 meeting where it was approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.

PROJECT NAME: OLD TOWN

COFA-07-20-014375 07/07/2020 56 PRITCHARD ST Certificate of Appropriateness Active Katie Peterson

Applicant: Vicky Cowen **Owner:** Vicky Cowen

PLAN DESCRIPTION: A request by Vicky Cowen, for review of a Certificate of Appropriateness to allow the construction of a new 1.5-story single-family building of approximately 2,728 SF and a Carriage House of approximately 575 SF located at 56 Pritchard Street in the Old Town Bluffton Historic District and zoned Neighborhood General-HD.
STATUS 4-14-2021: The application was reviewed at the August 3, 2020 HPRC meeting and comments were provided to the Applicant. A final application has been submitted and is being reviewed for conformance with the UDO and is scheduled for review by the full HPC at the June 2, 2021 meeting.

PROJECT NAME: OLD TOWN

Historic District - Demolition

COFA-05-21-015377 05/21/2021 Certificate of Appropriateness Active Erin Schumacher

Applicant: The Kessler Enterprise **Owner:** Dorothy Singleton

PLAN DESCRIPTION: Requesting demolition of dilapidated structure on 209 Bluffton Rd.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Certificate of Appropriateness

COFA-11-18-012563	11/14/2018	1268 MAY RIVER RD	Certificate of Appropriateness	Active	Erin Schumacher

Applicant: Kevin Farruggo **Owner:** McClure Real Estate LLC

PLAN DESCRIPTION: A request by Grady L Woods Architects on behalf of McClure Real Estate, LLC, for review of a Certificate of Appropriateness - Demolition to allow the demolition of a 1-story cmu block building with an attached wooden structure with a shed roof of approximately 800 SF and a small wood shed of approximately 80 SF located at 1268 May River Road in the Old Town Bluffton Historic District, and zoned Neighborhood General-HD.
STATUS: The application was reviewed at the November 19th HPRC meeting, the December 3rd DRC meeting, and the January 9th HPC meeting and approved with conditions. Staff is awaiting updated materials. Once submitted, they will be reviewed to ensure that they meet the conditions of the approval and the Certificate of Appropriateness granted.
STATUS 4-27-20: The Applicant is preparing revised plans for resubmittal. Active.

PROJECT NAME: OLD TOWN

Total Certificate of Appropriateness Cases: 26

Certificate of Construction Compliance

Certificate of Construction Compliance

Growth Management Application Update Report

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

Active Cases

Certificate of Construction Compliance

CCC-03-16-009543	03/03/2016		Certificate of Construction Compliance	Active	William Baugher

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

PLAN DESCRIPTION: The Applicant is requesting a Temporary Certificate of Construction Compliance for eighteen single family lots, private amenity center and all related infrastructure for Palmetto Bluff Block K4

1. Site Work
•Grading: Incomplete • Vegetation: Incomplete
•Sidewalks: Partially Complete
2. Paving
• Standard: Complete
• Pervious: N/A
3. Parking & Signage
• Number of Spaces: Complete
• Wheel Stops: N/A
• Handicap Access: Complete
• Traffic and Street Signs: Complete
4. Storm Water Drainage
• Ditches and Swales: Incomplete
• Curb, Grate and Yard Inlets: Complete
• Temporary BMP's: Complete
• Lagoon Construction: Complete
• Infiltration System: Incomplete
5. DHEC final Certification for Water: Partial Approval Amenity site and lot 5467 only
6. DHEC final Certification for Sewer: Partial Approval Amenity site and lot 5467 only
7. Maintenance Bond has been received: Yes

Additional Comments: Performance Bond DS-06-15-issued for outstanding improvements.

PROJECT NAME: PALMETTO BLUFF BLOCK K4

Growth Management Application Update Report

Town of Bluffton
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Office of Planning and Community Development
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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Construction Compliance

CCC-07-20-014411 07/21/2020 Certificate of Construction Compliance Active William Howard

Applicant: THOMAS & HUTTON ENGINEERING CO. **Owner:** Grand Oak Hampton Lake, LLC

PLAN DESCRIPTION: The Applicant proposes the approval of a Development Plan for a 300 unit multi-family development located within the Hamtpon Lake PUD and identified as One Hampton Lake. This approval is based on Site Development Plans for One Hampton Lake prepared by Thomas and Hutton engineering and last revised April 14, 2016
Status: Approved with Conditions on 5/5/2016
Development Permit is contingent on the resolving the shared expense formula and installation of the signalization of the Bluffton Parkway intersection. The applicant, in coordination with Town and County Staff, must contribute their fair share portion towards the installation of the planned traffic signal located at Bluffton Parkway. This contribution must be determined and paid to the County prior to the issuance of the 13th building certificate of occupancy. (Buckwalter Development Agreement 4th Amendment)

STATUS UPDATE: A Development Plan Amendment was submitted and reviewed by the Development Review Committee March 7, 2017. Revisions required. Awaiting re-submittal.
STATUS 3/16/2017: Re-submittal received and comments provided March 21, 2017. Revisions required.
Status 05/22/17: Response to comments and updated plans sent via e-mail.(Attached) APPROVED.
STATUS UPDATE 07/21/2017: The Applicant is requesting approval of a Development Plan Amendment to divide the approved Development Plan into phases to aid in the project closeout process.
STATUS 08/07/2017 : The Development Plan Amendment is APPROVED.
STATUS 09/20/2017: The Applicant is requesting approval of a Development Plan Amendment to allow for additional phasing of construction. The Amendment will be reviewed as a Minor Amendment.
STATUS 09/28/2017: Development Plan Amendment APPROVED.
STATUS 03/26/2018: An Amendment to the Final Development Plan for the addition of 2 kayak docks and 2 new mail kiosks submitted for review. Will be reviewed as a MINOR AMENDMENT.
STATUS 04/25/2018: DP MINOR AMENDMENT APPROVED
STATUS 02/22/2019: An amendment to construct 4 additional buildings and parking will be reviewed at the Feb. 26 meeting of the DRC.
STATUS 05/06/2019: The Amendment to construct 4 additional buildings has been approved, per the re-submittal of site plans last revised 04/23/2019:

PROJECT NAME: ONE HAMPTON LAKE

CCC-05-16-009683 05/25/2016 Certificate of Construction Compliance Active William Baugher

Applicant: PBLH, LLC **Owner:** PBLH, LLC

PLAN DESCRIPTION: Temp C of C 303-Moreland DP-06-15-9252

PROJECT NAME: PALMETTO BLUFF-MORELAND

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
Office of Planning and Community Development
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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Certificate of Construction Compliance

CCC-12-18-012634	12/10/2018	297 RED CEDAR ST	Certificate of Construction Compliance	Active	William Howard

Applicant: South Carolina Investment Group LLC **Owner:** South Carolina Investment Group LLC

PLAN DESCRIPTION: The Applicant anticipates the project meets all the necessary requirements for the Medical office complex at 103/111 Persimmon Street, Tax Map Numbers;
R610 031 000 1369 0000
R610 031 000 1379 0000 &
R610 031 000 1380 0000.

PROJECT NAME: SCHULTZ/GOETHE RD

CCC-08-16-009996	08/05/2016		Certificate of Construction Compliance	Active	William Baugher

Applicant: Heuser Enterprises, Incorporated **Owner:** Robert Heuser

PLAN DESCRIPTION: The Applicant requests approval of a Final Development Plan for the development of the southwest tract at Buckwalter Place to include the construction of an Ace Hardware retail building and garden center consisting of approximately 12,000 square feet with associated infrastructure to support future development.

PROJECT NAME: BUCKWALTER PLACE

Total Certificate of Construction Compliance Cases: 5

Comprehensive Plan Amendment

Comprehensive Plan Amendment

Growth Management Application Update Report

Town of Bluffton
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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Comprehensive Plan Amendment

COMP-07-19-013329 07/10/2019 Comprehensive Plan Amendment Active Aubrie Giroux

Applicant: Walter J Nester III **Owner:** Bishop of Charleston

PLAN DESCRIPTION: Request for an Ordinance to amend the Town of Bluffton Comprehensive Plan to extend the boundary shown on Map 8.1, Future Annexation Area to include the Saint Gregory the Great property consisting of approximately 61.093 Acres of land located at 323 Fording Island Road and identified as Beaufort County Tax Map No. R600 022 000 0125 0000 & R660 022 000 1120 0000, as well as change the subject properties future land use designation from Civic/Institutional to Medium Intensity Commercial.
STATUS: Town Council approved the "Intent to Annex", First Reading of the Annexation Ordinance at their August 12, 2019 meeting. The Applicant previously requested to place this application on hold so they can prepare updated materials to reflect the Town's desire for them to pursue incorporating the property into the Buckwalter Planned Unit Development Concept Plan Development Agreement as a new planning tract instead of General-Mixed use as requested. To bring the property into Buckwalter, amendments to the Planned Unit Development, Concept Plan, and Development Agreement are necessary which will require the submittal of additional applications and materials. Applicant submitted revised materials and the necessary additional applications on February 21, 2020. Additional revisions including a reduction of the requested number of residential development rights from 449 to 150 were submitted following Planning Commission's Workshop on the proposed Annexation and Zoning Map Amendment held on July 22, 2020. Planning Commission will hold a Public Hearing and Recommendation to Town Council on October 28, 2020. Town Council is scheduled to hold Ordinance First Readings at their January 6, 2021 meeting. Town Council is then scheduled to hold Public Hearings and Ordinance Second and Final Readings at their February 9, 2021 meeting.

PROJECT NAME: SAINT GREGORY THE GREAT CATHOLIC CHURCH

COMP-12-20-014814 12/07/2020 Comprehensive Plan Amendment Active Aubrie Giroux

Applicant: Ward Edwards, Inc. **Owner:** PKP Group LLC

PLAN DESCRIPTION: Rezoning to allow multi family use with six (6) units per acre.

PROJECT NAME: OLD CAROLINA

COMP-12-20-014851 12/21/2020 Comprehensive Plan Amendment Active Kevin Icard

Applicant: J. K. Tiller & Associates, Inc. **Owner:** Year Round Pool Co

PLAN DESCRIPTION: Amendment to the Old Carolina PUD to include BPG Planning area and associated densities and uses. This Comprehensive Plan Amendment is associated with a Zoning Map Amendment (ZONE-12-20-14853) and Master Plan Amendment (MPA-12-20-14852).
Status: 5/18/2021: Applicant resubmitted their plans, however, a PUD Text Amendment application is now required. Staff has requested the application and updated narrative, the application is on hold.

PROJECT NAME: OLD CAROLINA

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Total Comprehensive Plan Amendment Cases: 3

Concept Plan Amendment

Concept Plan Amendment

CPA-02-20-014047 02/26/2020 Concept Plan Amendment Active Aubrie Giroux

Applicant: McNair Law Firm, P.A. **Owner:** Bishop of Charleston

PLAN DESCRIPTION: 1A request for an Ordinance to approve an amendment to the Buckwalter Planned Unit Development Concept Plan to incorporate approximately 61.093 Acres of land located at 323 Fording Island Road, Beaufort County Tax Map Nos. R600 022 000 0125 0000 and R600 022 000 1120 0000 subject to a new Saint Gregory the Great Land Use Tract. STATUS: Town Council approved the "Intent to Annex", First Reading of the Annexation Ordinance at their August 12, 2019 meeting. The Applicant previously requested to place this application on hold so they can prepare updated materials to reflect the Town's desire for them to pursue incorporating the property into the Buckwalter Planned Unit Development Concept Plan Development Agreement as a new planning tract instead of General-Mixed use as requested. To bring the property into Buckwalter, amendments to the Planned Unit Development, Concept Plan, and Development Agreement are necessary which will require the submittal of additional applications and materials. Applicant submitted revised materials and the necessary additional applications on February 21, 2020. Additional revisions including a reduction of the requested number of residential development rights from 449 to 150 were submitted following Planning Commission's Workshop on the proposed Annexation and Zoning Map Amendment held on July 22, 2020. Planning Commission will hold a Public Hearing and Recommendation to Town Council on October 28, 2020. Town Council is scheduled to hold Ordinance First Readings at their January 6, 2021 meeting. Town Council is then scheduled to hold Public Hearings and Ordinance Second and Final Readings at their February 9, 2021 meeting.

PROJECT NAME: SAINT GREGORY THE GREAT CATHOLIC CHURCH

CPA-03-21-015140 03/24/2021 62 OLD PALMETTO BLUFF RD ROAD Concept Plan Amendment Active Aubrie Giroux

Applicant: PBLH, INC. **Owner:** PBLH, INC.

PLAN DESCRIPTION: Revision denoting allowed water access at Palmetto Bluff.

PROJECT NAME: Palmetto Bluff

Total Concept Plan Amendment Cases: 2

Dev Agreement Amendment

Growth Management Application Update Report

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

Active Cases

Dev Agreement Amendment

PUD

DAA-03-21-015139 03/24/2021 62 OLD PALMETTO BLUFF RD ROAD Dev Agreement Amendment Active Aubrie Giroux

Applicant: PBLH, INC. **Owner:** PBLH, INC.

PLAN DESCRIPTION: Revisions to allow uses at New River water access at Palmetto Bluff

PROJECT NAME: Palmetto Bluff

DAA-02-20-014041 02/25/2020 Dev Agreement Amendment Active Aubrie Giroux

Applicant: McNair Law Firm, P.A. **Owner:** Bishop of Charleston

PLAN DESCRIPTION: Request for an Ordinance to amend the Buckwalter Development Agreement to incorporate the Saint Gregory the Great property consisting of approximately 61.093 Acres of land located at 323 Fording Island Road and identified as Beaufort County Tax Map Nos. R600 022 000 0125 0000 & R660 022 000 1120 0000 and identify necessary terms and conditions such as designation of the property as the Saint Gregory the Great Land Use Tract, allowed land uses for the Land Use Tract, any increase in the overall total allowed development rights for Buckwalter allocated to the property, obligations, special provisions, etc. as necessary.
STATUS: Town Council approved the “Intent to Annex”, First Reading of the Annexation Ordinance at their August 12, 2019 meeting. The Applicant previously requested to place this application on hold so they can prepare updated materials to reflect the Town’s desire for them to pursue incorporating the property into the Buckwalter Planned Unit Development Concept Plan Development Agreement as a new planning tract instead of General-Mixed use as requested. To bring the property into Buckwalter, amendments to the Planned Unit Development, Concept Plan, and Development Agreement are necessary which will require the submittal of additional applications and materials. Applicant submitted revised materials and the necessary additional applications on February 21, 2020. Additional revisions including a reduction of the requested number of residential development rights from 449 to 150 were submitted following Planning Commission's Workshop on the proposed Annexation and Zoning Map Amendment held on July 22, 2020. Planning Commission will hold a Public Hearing and Recommendation to Town Council on October 28, 2020. Town Council is scheduled to hold Ordinance First Readings at their January 6, 2021 meeting. Town Council is then scheduled to hold Public Hearings and Ordinance Second and Final Readings at their February 9, 2021 meeting.

PROJECT NAME: SAINT GREGORY THE GREAT CATHOLIC CHURCH

Total Dev Agreement Amendment Cases: 2

Development Plan

Development Plan

Growth Management Application Update Report

Town of Bluffton
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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-03-21-015114 03/16/2021 151 NEW RIVERSIDE RD ROAD Development Plan Active William Howard

Applicant: Madison Capital Group LLC **Owner:** MFH LAND, LLC

PLAN DESCRIPTION: A request by Madison Capital Group, LLC on behalf of MFH LAND, LLC for approval of a Development Plan. The project consists of the construction of multi family development with amenity center and associated parking and infrastructure. The property is zoned New Riverside PUD and consists of approximately 7.5 acres within the New Riverside Village Master Plan.
Staff comments on the Preliminary Plan were reviewed at the April 14 meeting of the DRC. Awaiting a re-submittal to address comments.

PROJECT NAME: NEW RIVERSIDE VILLAGE

DP-03-19-012966 03/27/2019 Development Plan Active William Howard

Applicant: New South Living, LLC **Owner:**

PLAN DESCRIPTION: The Applicant is proposing to construct a two lane, 200 foot extension of Able Street from its terminus with Red Cedar Street to provide access to the adjacent parcel.
STATUS: Comments on the Preliminary Development Plan were reviewed at the April 9, 2019 meeting of the DRC. Awaiting Final Development Plan.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.
STATUS 04/23/2020: The Applicant has confirmed they intend to proceed with Development Plan Approval and will be re-submitting applications accordingly.

PROJECT NAME:

DP-10-18-012476 10/15/2018 1268 MAY RIVER RD Development Plan Active William Howard

Applicant: Kevin Farruggo **Owner:** McClure Real Estate LLC

PLAN DESCRIPTION: The Applicant is proposing to subdivide and use parcel and develop as mixed use at 1268 May River Road, Tax Map Number R610 039 00A 0147 0000.
STATUS 10/31/2018: Comments on the Preliminary Development Plan were provided at the Oct. 30 meeting of the DRC. Awaiting re-submittal and a response to comments before placing the Preliminary Plan on the agenda for review by the Planning Commission.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.
STATUS 04/23/2020: The Applicant has confirmed they intend to proceed with Development Plan Approval and will be re-submitting applications accordingly.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

Town of Bluffton
Department of Growth Management
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Case Number	Application Date	Property Address	Plan Type	Plan Status	Plan Mgr

Active Cases

Development Plan

DP-01-21-014870 01/04/2021 2 PARKSIDE DR DRIVE Development Plan Active William Howard

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 Commissionvoted 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.

PROJECT NAME: Buckwalter

DP-01-21-014875 01/05/2021 Development Plan Active William Howard

Applicant: Thomas & Hutton **Owner:** LSSD NEW RIVERSIDE LLC

PLAN DESCRIPTION: A request by Thomas & Hutton behalf of LSSD New Riverside, LLC for approval of a preliminary development plan. The project consists of 129 single family residential lots with associated infrastructure. The property is zoned New Riverside Planned Unit Development and consists of approximately 44 acres identified by tax map number R610 035 000 1362 0000 located within the Heritage at New Riverside Master Plan.
STATUS 5/21/2021: Staff comments were reviewed at the February 10 meeting of the DRC. Awaiting submittal of the Final Development Plan.

PROJECT NAME: HERITAGE AT NEW RIVERSIDE PHASE 8 & 9

Growth Management Application Update Report

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

Active Cases

Development Plan

DP-01-21-014882 01/06/2021 24 INNOVATION DR DRIVE Development Plan Active William Howard

Applicant: Ward Edwards Engineering **Owner:** Lighthouse Lagoon Miniature Golf

PLAN DESCRIPTION: Miniature golf facility in Buckwalter Place.

PROJECT NAME: BUCKWALTER PLACE

DP-09-20-014617 09/29/2020 Development Plan Active William Howard

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

PLAN DESCRIPTION: A request by Michael Hughes with Thomas & Hutton on behalf of May River Forest, LLC for approval of a Preliminary Development Plan. The project consists of the construction of 117 single-family lots and associated infrastructure. The property is zoned Palmetto Bluff Planned Unit Development and consists of approximately 94 acres identified by tax map number R614 057 000 0001 0000 located off of Old Moreland Road within the Palmetto Bluff Master Plan Phase 2.
Staff comments were reviewed at the Nov. 4, 2020 meeting of the DRC. Awaiting submittal of the Final Plan.

PROJECT NAME: PALMETTO BLUFF PHASE 2

DP-03-21-015153 03/30/2021 Development Plan Active William Howard

Applicant: Thomas and Hutton **Owner:** Jack McSweeney

PLAN DESCRIPTION: K. Hovnanian Homes proposes to develop Phase 3 of the Lakes at New Riverside, consisting of 81 single family homes and related infrastructure.

PROJECT NAME:

Growth Management Application Update Report

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

Active Cases

Development Plan

DP-11-18-012564 | 11/14/2018 | 1217 MAY RIVER RD | Development Plan | Active | William Howard

Applicant: Dan Keefer **Owner:** May River Development LLC

PLAN DESCRIPTION: The Applicant is proposing to develop 5 existing parcels into a mixed use development consisting of 5 single family residences and 5 commercial buildings to include the site infrastructure, internal street-scape, drives, parking, walks, utilities, drainage, and stormwater BMPs .
STATUS 11/27/2018:
STATUS 12/18/2018: Comments on the Preliminary Development Plan were reviewed at the Dec. 4 meeting of the DRC. Awaiting Final Development Plan.
STATUS 05/14/2019: Comments on the Final Development Plan were reviewed at the May 14 meeting of the DRC. Awaiting re-submittal.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.
STATUS 04/23/2020: The Applicant has confirmed they intend to proceed with Development Plan Approval and will be re-submitting applications accordingly.

PROJECT NAME: OLD TOWN

DP-11-16-010264 | 11/10/2016 | Development Plan | Active | William Howard

Applicant: Coleman Company Inc. **Owner:** WWH PALMETTO PT DEVELOPERS

PLAN DESCRIPTION: The applicant is requesting approval for a Preliminary Development Plan to construct 19 single family homes and associated infrastructure on 5.99 acres.
STATUS: Plan is scheduled for 11/29 DRC Meeting.
STATUS: The Preliminary Development Plan was heard at the December 6, 2016 DRC Meeting. A Final Development Plan was submitted, reviewed, and heard at the March 14th DRC meeting and comments provided to the Applicant.
STATUS: Awaiting resubmittal materials addressing staff comments.
STATUS: 04/03/17: APPROVED
STATUS: 7/19/17: Plan was reactivated for Certificate of Construction Compliance approval.

PROJECT NAME: VILLAGES AT PALMETTO POINTE PHASE 4B

DP-03-21-015154 | 03/30/2021 | Development Plan | Active | William Howard

Applicant: Thomas and Hutton **Owner:** Jack McSweeney

PLAN DESCRIPTION: K. Hovnanian Homes proposes to develop Phase 4 of the Lakes at New Riverside, consisting of 76 single family homes and related infrastructure.

PROJECT NAME:

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-04-17-010873 04/27/2017 1195 MAY RIVER RD Development Plan Active William Howard

Applicant: Manuel Studio, LLC **Owner:** Trever Wells

PLAN DESCRIPTION: The Applicant is requesting approval of a new commercial building with 4 units.
STATUS 5/18/17: Comments were reviewed at the May 16 meeting of the DRC. Awaiting submittal of Final Development Plan.
STATUS 05/10/2019: Comments on the Final Development Plan were reviewed at the May 7 meeting of the DRC. Awaiting re-submittal.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

DP-10-20-014720 10/30/2020 6 ARLEY WAY WAY Development Plan Active William Howard

Applicant: Eric Hoover **Owner:** Ceagull Investments, LLC

PLAN DESCRIPTION: 12,000 SF commercial building and associated infrastructure in Westbury Park: Lot 20B

PROJECT NAME: WESTBURY PARK COMMERCIAL

DP-01-21-014886 01/08/2021 Development Plan Active William Howard

Applicant: Parcel 7A llc **Owner:** Parcel 7A llc

PLAN DESCRIPTION: Grading permit only - limited clearing, grubbing, leveling & re-stabilizing on site.

PROJECT NAME: Buckwalter

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-05-19-013149 05/09/2019 335 BUCKWALTER PKWY Development Plan Active William Howard

Applicant: Ryan Lyle PE **Owner:** St. Andrew by the Sea

PLAN DESCRIPTION: The Applicant is proposing to construct a 12,250 square foot building, an athletic field and the associated parking, sidewalks, BMPs, utilities and all other infrastructure for Phase 1 of this development located at 335 Buckwalter Parkway, Tax Map Number R610 030 000 0712 0000 & R610 030 000 0513 0000.
STATUS 05/28/2019: Comments on the Preliminary Plan were reviewed at the May 28 meeting of the DRC. A re-submittal of the Preliminary Plan is required for review and approval.
STATUS 10/23/2019: The Preliminary Development Plan was resubmitted and will be placed on the November 6, 2019 DRC agenda.
STATUS 11/19/2019: Comments were reviewed at the Nov. 6 DRC meeting. Awaiting re-submittal to address comments for presentation to the Planning Commission.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.
STATUS 04/23/2020: The Applicant has confirmed they intend to proceed with Development Plan Approval and will be re-submitting applications accordingly.

PROJECT NAME: Buckwalter

DP-10-20-014676 10/19/2020 441 PALMETTO BLUFF ROAD Development Plan Active William Howard

Applicant: Grandview Care, Inc. **Owner:** MAY RIVER FOREST

PLAN DESCRIPTION: Construction of a new Wellness Center, office buildings, and independent living units.
Sora Wellness

PROJECT NAME: PALMETTO BLUFF PHASE 1

DP-10-17-011380 10/05/2017 Development Plan Active William Howard

Applicant: Andrews Engineering Co. **Owner:** Micheal Bradley Holdings LLC

PLAN DESCRIPTION: The Applicant is requesting approval to construct a 37,000 SF building to house a brewery, retail sales area, a restaurant and bar space and associated infrastructure. Located on Jennifer Court near the intersection of Highway 46 and Buck Island Road.
STATUS 10/18/2017: The Preliminary Development Plan is under review and scheduled for the Oct. 24 meeting of the DRC.
STATUS 11/14/2017: Comments on the Preliminary Development Plan were reviewed at the Oct 24 meeting of the DRC. Awaiting submittal of the Final Development Plan.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.
STATUS 04/23/2020: The Applicant has confirmed they intend to proceed with Development Plan Approval and will be re-submitting applications accordingly.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-08-20-014525 08/31/2020 Development Plan Active William Howard

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

PLAN DESCRIPTION: A request by 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 +/- 4.2 miles of Old Anson Road within Palmetto Bluff Master plan. The property is zoned Palmetto Bluff PUD and consists of approximately 71.7 acres identified by tax map numbers R614 057 000 0001 0000 located within the Cypress Ridge Master Plan.

Status 09/26/2020: Comments on the Preliminary Plan were reviewed at the Sept. 25 meeting of the DRC. Awaiting Final Development Plan.

PROJECT NAME:

DP-01-21-014926 01/20/2021 41 CALHOUN ST STREET Development Plan Active William Howard

Applicant: R. Stewart Design, LLC **Owner:** Windsong Investments, LLC

PLAN DESCRIPTION: A request by Randolph Stewart on behalf of Windsong Investments, LLC for approval of a development plan. The project consists of a renovation/re-model of the existing contributing structure to create a "walk-up restaurant" a "carry-out restaurant" retail space with a covered patio/courtyard and associated parking. The property is zoned Neighborhood center-HD and consists of approximately .32 acres identified by tax map numbers R61 039 00A 094A 0000 located 41 Calhoun Street.

STATUS 04/22/2021: The Preliminary Development Plan is currently under review. Comments on the Preliminary Plan will be provided at the May 5, 2021 meeting of the DRC.

PROJECT NAME: OLD TOWN

DP-05-21-015258 05/02/2021 Development Plan Active William Howard

Applicant: Thomas & Hutton **Owner:** Jack McSweeney

PLAN DESCRIPTION: Preliminary Development Plans of Four Seasons at Carolina Oaks - Phase 3-5. These phases consist of 157 single family homes on approximately 61.8 acres.

PROJECT NAME: Four Seasons at Carolina Oaks

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-03-21-015115 03/16/2021 Development Plan Active William Howard

Applicant: Thomas & Hutton **Owner:** Jack McSweeney

PLAN DESCRIPTION: On behalf of K. Hovnanian Homes, this phase is approximately 19.5 acres located at the intersection of Sc 170 and SC 46. It will consist of 55 single family lots and associated infrastructure. The site is located within the Jones Estate PUD.

PROJECT NAME: Four Seasons at Carolina Oaks

DP-09-20-014563 09/08/2020 35 PONDBERRY ST STREET Development Plan Active William Howard

Applicant: Tarr Group, LLC **Owner:** HEPBLUFF LLC

PLAN DESCRIPTION: 4,200 SF professional dental office with parking and landscaping improvements.

PROJECT NAME: TOWNE CENTRE AT NEW RIVERSIDE

DP-02-21-015049 02/25/2021 5 OLIVER CT COURT Development Plan Active William Howard

Applicant: Drayton-Park Companies, LLC **Owner:** 90 Bridge Street LLC

PLAN DESCRIPTION: A request by Drayton-Parker Companies, LLC on behalf of Wyatt Pringle for approval of a Development Plan. The project consists of the construction of a 5198 SF convenience store and fuel center with associated parking and infrastructure. The property is zoned Schultz PUD and consists of approximately 1.88 acres identified by tax map number R610 031 000 0961 0000 located at 5 Oliver Court.

STATUS 04/22/2021: Staff comments on the Preliminary Plan were reviewed at the April 7, 2021 meeting of the DRC. Staff is awaiting a re-submittal to address comments provided.

PROJECT NAME: BLUFFTON PARK PHASE C-1

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-10-20-014645 10/06/2020 Development Plan Active William Howard

Applicant: Mike Klein **Owner:** Reed Group Consulting, LLC

PLAN DESCRIPTION: A request by SC Bodner Company on behalf of the Reed Group for approval of a Development Plan. The project consists of the construction of a 28o unit multifamily development with amenity center and associated parking and infrastructure. 5198 SF convenience store and fuel center with associated parking and infrastructure. The property is zoned Buckwalter PUD and consists of approximately 45 acres identified by tax map number R610 029 000 0789 0000 located at within Parcel 10B of the Buckwalter PUD, northeast of the intersection of Hampton Parkway and Bluffton Parkway.
STATUS 11/06/2021: Comments on the Preliminary Plan were reviewed at the Nov. 4, 2020 meeting of the DRC. Staff is requiring a re-design of the site layout to address concerns with parking and traffic circulation. As designed the plan is inconsistent with the Parcel 10A/10B Master Plan.
STATUS 12/30/2020: Comments on a re-submittal of the Preliminary Plan were reviewed at the 12/30.2021 meeting of the DRC. Revisions to address parking and site layout are required.
STATUS 01/21/2021: The Applicant has submitted a variance request to allow a reduction in required parking. The UDO Administrator has denied the Parking Variance request.
STATUS 02/15/2021: The applicant has provided a re-submittal of the Preliminary Plan to address comments provided at the Jan. 21 meeting of the DRC. The revised Preliminary Plan is approved by the DRC and will be presented to the Planning Commission for approval at the March 24 meeting.
STATUS 03/25/2021: The Preliminary Plan was approved by the Planning Commission with the following conditions:
1. At the time of Final Development Plan, provide sufficient landscaping to buffer and screen the backs of garages visible from the main access road.
2. At the time of Final Development Plan, provide as much separation as possible between the sidewalk and the primary access road near the wetland crossing north of the Bluffton Parkway access.
Awaiting submittal of the Final Development Plan.

PROJECT NAME:

Preliminary Development Plan

DP-08-20-014463 08/11/2020 115 PERSIMMON ST Development Plan Active William Howard

Applicant: Sam Connor **Owner:** May River Commercial Properties LLC

PLAN DESCRIPTION: Commercial office and warehouse space to serve as Contractors office.

STATUS UPDATE: The Preliminary Plan was approved by the Planning Commission.

STATUS UPDATE: The Applicant has proposed a change of use to include a laundromat that will require major modifications to the approved preliminary plan to accomodate the additional required parking to support the change of use. AS such a new development plan application has been submitted - See Energov plan 2-21-14965.

PROJECT NAME: SHULTZ TRACT

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-10-19-013630 10/24/2019 Development Plan Active William Howard

Applicant: JK Tiller Associates Inc **Owner:** Speyside

PLAN DESCRIPTION: The applicant is requesting Preliminary Development Plan approval for a mixed-use development (Washington Square) consisting of office space, 36 residential apartments, 52,000 square feet of retail, 7,000 square feet of restaurant, and 80-unit boutique hotel, an assisted living home, and greenspace.
STATUS: The Preliminary Plan will be reviewed at the November 27 DRC meeting.
STATUS 12/12/2019: Awaiting re-submittal to address comments provided on Preliminary Development Plan.
STATUS 02/20/2020: Re-submittal materials have satisfied staff comments. The Preliminary Plan is scheduled for Planning Commission review Feb. 26, 2020.
STATUS 03/02/2020: Planning Commission approved the Preliminary Development Plan. Awaiting Final Plan.

PROJECT NAME: WASHINGTON SQUARE

DP-08-19-013460 08/19/2019 Development Plan Active William Howard

Applicant: O'Reilly Auto Parts **Owner:** O'Reilly Auto Parts

PLAN DESCRIPTION: The applicant is requesting approval of a development plan for the construction of a new commercial building and infrastructure for the purpose of the retail sale of automotive parts and related accessories.
The Preliminary Plan will be reviewed at the September 18 meeting of the DRC.
STATUS: 9/20/2019 Awaiting for resubmittal of plans prior to bringing it to the Planning Commission for approval.
STATUS UPDATE 03/31/2020: E-mailed the applicant to notify that their application has been inactive for more than 120 days and if the Town does not receive notification within 10 days that that they intend to pursue approval, the application will expire.
STATUS UPDATE 09/11/2020: A Preliminary Plan has been re-submiited for review. Comments will be reviewed at the Sept. 16 meeting of the DRC.
STATUS UPDATE 04/21/2021: The Preliminary Development Plan was reviewed at the March 28 meeting of the Planning Commission and was approved as submitted. Staff is waiting on the submittal of the Final Development Plan.

PROJECT NAME: SHULTZ TRACT

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-01-20-013861 01/13/2020 Development Plan Active William Howard

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

PLAN DESCRIPTION: The Applicant is prosing to construct 79 single family lots with associated infrastructure as Phase 2 of Four Seasons at Carolina Oaks.

STATUS 01/22/2020: The plan review has placed on "Hold" and the applicant has been contacted for additional information related to land clearing. The plan review will be re-activated when the additional information and plan changes have been submitted.

STATUS UPDATE 1/26/2021: The applicant has re-submitted revised plans for Phase 2 for review. The application is currently under review and scheduled for a review of comments at the March 3 meeting of the DRC.

STATUS 03/042021: Comments on the Preliminary Development Plan were reviewed at the March 3 DRC meeting. The Preliminary Plan is approved. Awaiting submittal of the Final Development Plan.

PROJECT NAME: Four Seasons at Carolina Oaks

Public Project

DP-12-19-013803 12/20/2019 Development Plan Active William Howard

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

PLAN DESCRIPTION: The town is seeking permits to add pathways along Goethe Rd and Shults Rd in Bluffton, SC. The proposed project will disturb approximately 3.9 acres and occur within the Goethe Rd right of way (from Hwy 46 to Hilderbrand Rd) and Shults Rd right of way (from Eighth Avenue to Hilderbrand Road). Improvements to the roadside swales and drainage infrastructure are also proposed as well as the replacement of some driveways, as necessary to accommodate the proposed walkways.
STATUS 01/23/2020: The Public Project was reviewed at the Jan. 15 meeting of the DRC revisions are required. Awaiting re-submittal.

PROJECT NAME:

Growth Management Application Update Report

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

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

Active Cases

Development Plan

DP-06-20-014293 06/08/2020 Development Plan Active William Howard

Applicant: Cranston Engineering Group **Owner:** Town of Bluffton

PLAN DESCRIPTION: New 5' concrete sidewalk in the Simmonsville Rd r/w, minor grading, stormwater infrastructure.
A request by Cranston Engineering on behalf of The Town of Bluffton, for the approval of a Public Project/Development Plan. The project consists of the construction of a 5 foot wide concrete sidewalk in the Simmonsville Road right of way from Buck Island Road to Sugaree Drive. The property is zoned Residential General and should be reviewed based on the requirements set forth in the Town of Bluffton Unified Development Ordinance and Stormwater Design Manual.
STATUS 04/21/2021: Staff comments were reviewed at the July 7, 2020 meeting of the DRC. Staff is waiting on re-submittal materials to address comments provided.

PROJECT NAME:

DP-02-19-012875 02/26/2019 52 WHARF ST Development Plan Active William Howard

Applicant: Cranston Engineering Group **Owner:** Town of Bluffton

PLAN DESCRIPTION: New sanitary sewer gravity main in unserved area of Bridge Street.
STATUS 03/21/2019: The Application for Public Project has been entered and is awaiting review and approval of the Stormwater Management Plan. The project will receive review by the DRC upon Stormwater approval.
STATUS 06/20/2019: Comments were provided at the June 18 meeting of the DRC. Awaiting re-submittal for Final Approval.

PROJECT NAME: OLD TOWN

Total Development Plan Cases: 31

Development Plan Amendment

NA

Growth Management Application Update Report

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

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

Active Cases

Development Plan Amendment

DPA-04-21-015207	04/15/2021	4366 BLUFFTON PKWY PARKWAY	Development Plan Amendment	Active	William Howard

Applicant: Shoreline Commercial **Owner:** Austin N' Mark LLC

PLAN DESCRIPTION: Shoreline Construction Office (Development Plan Amendment): A request by Shoreline Commercial, LLC on behalf of owner, Austin N' Mark, LLC for approval of a Development Plan Amendment. The project consists of a building expansion, site improvements and landscaping. The property is zoned Bluffton Park Planned Unit Development and consists of approximately 1.2 acres identified by tax map number R610 031 000 1230 0000 located at 4336 Bluffton Parkway.

PROJECT NAME: BLUFFTON PARK PHASE C-2

DPA-04-21-015212	04/16/2021	124 PERSIMMON ST STREET	Development Plan Amendment	Active	William Howard

Applicant: Dyess Heating and Air **Owner:** Dyess Heating and Air

PLAN DESCRIPTION: Replace a storm water BMP with a different one

PROJECT NAME: BLUFFTON PARK PHASE D-1/D-3

DPA-04-21-015183	04/06/2021	1 HAMPTON HALL BLVD BOULEVARD	Development Plan Amendment	Active	William Howard

Applicant: Sam Connor **Owner:** Hampton Hall Club, Inc.

PLAN DESCRIPTION: A request by Sam Connor on behalf of Hampton Hall Club, Inc. for the approval of a Development Plan Amendment. The project consists of expanding the Hampton Hall entrance. The property is identified by tax map number R614 038 000 0761 0000 and consists of approximately .2 acres located at 1 Hampton Hall Boulevard. The property is zoned Buckwalter PUD and should be reviewed based on the requirements set forth in the Buckwalter PUD Concept Plan and Development Agreement, Hampton Hall Master Plan and Town of Bluffton Stormwater Design Manual.

STATUS 04/21/2021: The application is currently under review. Staff comments will be provided and reviewed at the May 5, 2021 meeting of the DRC.

PROJECT NAME: HAMPTON HALL PHASE I-A

Growth Management Application Update Report

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

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

Active Cases

Development Plan Amendment

DPA-06-20-014304	06/12/2020	15 CAPTAINS CV	Development Plan Amendment	Active	William Howard

Applicant: Old Town Dispensary **Owner:** Old Town Dispensary

PLAN DESCRIPTION: A request by Sam Connor on behalf of the Carson Cottages Horizontal Property Regime for the approval of a Development Plan Amendment. The project consists of the construction of additional parking and dumpster enclosure and the installation landscaping and lighting. The property is identified by tax map number R610 039 00A 0124 and consists of approximately .2 acres located at 15 Captains Cove. The property is zoned Neighborhood Venter_HD and should be reviewed based on the requirements set forth in the Town of Bluffton Unified Development Ordinance and Stormwater Design Manual.
STATUS 04/21/2021: The application was reviewed at the March 22 meeting of the DRC. Staff is awaiting re-submittal materials to address comments provided.

PROJECT NAME: OLD TOWN

Total Development Plan Amendment Cases: 4

Development Surety

Development Surety

DS-05-16-009670	05/19/2016	345 BUCK ISLAND RD	Development Surety	Active	William Baugher

Applicant: Carolina Engineering Consultants, Inc. **Owner:** Gray Holdings LLC

PLAN DESCRIPTION: Surety is to allow for CO. Site is fully complete with the exception of razor wire and front signage.

PROJECT NAME: GRAYCO

DS-04-17-010825	04/17/2017		Development Surety	Active	William Baugher

Applicant: Thomas and Hutton **Owner:** HL Development

PLAN DESCRIPTION: Extinguishment request denied, revisions required prior to approval - 10/27/17
The Applicant is requesting a Development Surety extinguishment for the 91 residential lots and infrastructure
The applicant is requesting approval for a performance surety for the 91 residential lots and associated infrastructure for Hampton Lake Phase 5.

PROJECT NAME: HAMPTON LAKE PHASE 5

Growth Management Application Update Report

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

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

Active Cases

Development Surety

DS-11-16-010244 11/03/2016 Development Surety Active William Baugher

Applicant: Del Webb Communities Inc **Owner:** Del Webb Communities Inc

PLAN DESCRIPTION: The applicant is requesting approval of a performance development surety for 16 single family residential lots within Block 3B1 of The Haven at New Riverside.
The applicant is requesting a bond reduction 2017-5-2 TS

PROJECT NAME: HAVEN AT NEW RIVERSIDE BLOCK 3B1

DS-10-15-009364 10/01/2015 Development Surety Active William Baugher

Applicant: Travis Burke **Owner:** Palmetto Pointe Development

PLAN DESCRIPTION: The Applicant is requesting approval on a Final Development Plan for the Villages at Palmetto Pointe Phase III to install infrastructure and utilities for 54 single family lots.

Status: The application was reviewed at the April 1, 2014 DRC meeting. The Applicant is addressing the comments provided and will resubmit when complete.

PROJECT NAME: VILLAGES AT PALMETTO POINTE PHASE 5

DS-03-17-010737 03/27/2017 Development Surety Active William Baugher

Applicant: Thomas & Hutton **Owner:** Pulte Group

PLAN DESCRIPTION: The Applicant is requesting approval for a performance surety for 40 single family residential lots within Block 3A of The Haven at New Riverside.
7-19-17 The Applicant is requesting a reduction of the development surety for Block 3A of The Haven at New Riverside.

PROJECT NAME: HAVEN AT NEW RIVERSIDE PHASE 3A

DS-12-15-009429 12/08/2015 0 OAKTIE HWY Development Surety Active William Baugher

Applicant: Thomas & Hutton **Owner:** D R Horton Inc

PLAN DESCRIPTION: Cypress Ridge Phase 7A, consists of 61 single family detached residential lots and infrastructure.
20170127 The Applicant is requesting to extinguish the bond on file for Cypress Ridge Phase 7A, consisting of 61 single family detached residential lots and infrastructure.
20170307 The Applicant is requesting to reduce the bond on file for Cypress Ridge Phase 7A, consisting of 61 single family detached residential lots and infrastructure.

PROJECT NAME: CYPRESS RIDGE PHASE 7A

Growth Management Application Update Report

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

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

Active Cases

Development Surety

DS-02-20-013989 02/12/2020 Development Surety Active William Baugher

Applicant: Thomas & Hutton **Owner:** HL Development

PLAN DESCRIPTION: A request by Thomas & Hutton for an approval of a development surety in the amount of $197,120.97 (125% of the remaining site development costs.) Hampton Lake Phase 9

PROJECT NAME: HAMPTON LAKE PHASE 9

DS-03-17-010663 03/08/2017 Development Surety Active William Baugher

Applicant: Thomas & Hutton **Owner:** Pulte Home Corporation

PLAN DESCRIPTION: The Applicant is requesting approval of a performance bond for 31 single family residential lots within Block 3B2 of The Haven at New Riverside
The Applicant is requesting a bond reduction 2017-5-2 TS

PROJECT NAME: HAVEN AT NEW RIVERSIDE PHASE 3B2

DS-10-17-011393 10/12/2017 Development Surety Active William Baugher

Applicant: Thomas & Hutton **Owner:** D R Horton Inc

PLAN DESCRIPTION: The Applicant is requesting a development surety which consist of Cypress Ridge Phase 8 62 single family detach residential lots and infrastructure.

PROJECT NAME: CYPRESS RIDGE PHASE 8

DS-08-19-013430 08/13/2019 Development Surety Active William Baugher

Applicant: Thomas & Hutton **Owner:** D R HORTON INC

PLAN DESCRIPTION: The Applicant is proposing to construct 49 single family residential lots with infrastructure within Cypress Ridge Phase 13, Tax Map R614 028 000 0916 0000.

PROJECT NAME: CYPRESS RIDGE - PHASE 13

Growth Management Application Update Report

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

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

Active Cases

Development Surety

DS-04-17-010799 04/10/2017 Development Surety Active William Baugher

Applicant: Del Webb Communities Inc **Owner:** Del Webb Communities Inc

PLAN DESCRIPTION: The Applicant is requesting to reduce the surety in place for 52 single-family residential lots within the Block 4A portion of The Haven at New Riverside. EnerGov Bond #0009

PROJECT NAME: HAVEN AT NEW RIVERSIDE BLOCK 4A

Total Development Surety Cases: 11

Exempt Plat

NA

EP-08-19-013416 08/08/2019 31 HILDERBRAND Exempt Plat Active Katie Peterson

Applicant: Jack Davis **Owner:** Jack Davis

PLAN DESCRIPTION: lot combination

PROJECT NAME: Schultz/Goethe

EP-12-16-010400 12/21/2016 Exempt Plat Active Katie Peterson

Applicant: HL DEVELOPMENT **Owner:** Northern Sandhill Property

PLAN DESCRIPTION: The applicant is requesting approval of an exempt plat at the south of the intersection of River Ridge Dr and Bluffton Pkwy.

PROJECT NAME: HAMPTON LAKE

Growth Management Application Update Report

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

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

Active Cases

Exempt Plat

EP-12-16-010350 12/05/2016 550 OLD PALMETTO BLUFF RD Exempt Plat Active Katie Peterson

Applicant: Thomas and Hutton **Owner:** MAY RIVER FOREST

PLAN DESCRIPTION: The applicant is requesting approval of exempt plat for a new boundary survey for the Golf Maintenance area.

PROJECT NAME: PALMETTO BLUFF PHASE 1

EP-05-17-010884 05/02/2017 1321 MAY RIVER RD Exempt Plat Active Katie Peterson

Applicant: Larry Leary **Owner:** Landmark 2 Developers LLC

PLAN DESCRIPTION: THE APPLICANT IS REQUESTING AN EXEMPT PLAT FOR AN ADA WALKWAY TO SIDE DOOR 29' LONG

PROJECT NAME: CALHOUN STREET PROMENADE

EP-12-16-010378 12/14/2016 Exempt Plat Active Katie Peterson

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

PLAN DESCRIPTION: THE APPLICANT IS REQUESTING AN EXEMPT PLAT TO DIVIDING THE EXISTING 610 ACRE PARCEL COMMONLY KNOWN AS NEW RIVERSIDE PARCEL 9 INTO THREE PARCELS

PROJECT NAME: PALMETTO BLUFF

EP-05-19-013207 05/31/2019 Exempt Plat Active Katie Peterson

Applicant: Walter J Nester III **Owner:** Pocotaligo Inernational, LLC

PLAN DESCRIPTION: The Applicant is proposing a POA line adjustment.

PROJECT NAME: SCHULTZ/GOETHE RD

Growth Management Application Update Report

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

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

Active Cases

Exempt Plat

EP-09-19-013533 09/17/2019 2 LAWTON BLVD Exempt Plat Active Katie Peterson

Applicant: 814 Development LLC **Owner:** EIG14T RCCC 229 SC-Bluffton LLC

PLAN DESCRIPTION: The purpose of this Exemption Plat it to modify the lot line of two parcels of land located at and adjacent to 2 Lawton Boulevard near the intersection of Lawton Boulevard and Okatie Highway (South Carolina Highway 170). The first parcel being a 2.086 Acre parcel of land called "Future Development Outparcel 1", on a Plat titled "Lawton Station Phase 1 Being a portion of the Sandhill Tract 1B", prepared for Craftbuilt Homes L.L.C., by Thomas & Hutton Engineering Co., Savannah, GA, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 113, Page 6, on May 20, 2006, and also Plat Book 118, Page 108. Said parcel being TMS R610 028 000 2655 0000. This parcel of land also had a previous right-of-way take along the road frontage of Okatie Highway (South Carolina Highway 170) since the date of recording of Plat Book 118, Page 108. The second parcel of land being a 9.349 Acre parcel of land called Lot 8A-1, on a Plat titled "Parcel 8A, A Portion of Parcel 8, LLC Property, prepared for Parcel 8, LLC, by Thomas & Hutton Engineering Co., Savannah, GA, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 127, Page 105, on January 21, 2008. Said parcel being TMS R610 028 000 0920 0000.
The resulting parcel of land from this Exemption Plat of property is titled "Outparcel 1", and is a 2.040 Acre parcel, with said parcel consisting of being 1.312 Acres of the parcel of land (TMS R610 028 000 2655 0000) and also 0.728 Acres of the parcel of land (TMS R610 028 000 0920 0000). The remaining portion of TMS R610 028 000 2655 0000 property located southeast of Outparcel 1, consisting of and being 0.573 Acres now being a part of (TMS R610 028 000 0920 0000). The shape, configuration and area of the two parcels mentioned above are shown more clearly on the attached Exemption Plat being submitted.

PROJECT NAME:

EP-12-18-012653 12/12/2018 Exempt Plat Active Katie Peterson

Applicant: Thomas & Hutton **Owner:** MAY RIVER FOREST

PLAN DESCRIPTION: The Applicant is proposing to increase the size of Lot 5467. The enclosed recombination plat combines Lot 5467 and 0.155 acres of land from parcel R614 046 000 0062 0000 into a larger Lot which will be known as Lot 5467. Both portions of land are owned by May River Forest, LLC.

PROJECT NAME: PALMETTO BLUFF

EP-10-18-012502 10/25/2018 65 SHULTS RD Exempt Plat Active Katie Peterson

Applicant: Bello Foundations, Inc. **Owner:** Bello Foundations, Inc.

PLAN DESCRIPTION: The Applicant is proposing to move an unspecified line 10" feet in order to create more space on Lot 33 for the construction of a new house. The property is located at 65 & 67 Shults Road, Tax Map Numbers R610 039 000 0076 0000 and R610 039 000 0077 0000.

PROJECT NAME: SHULTZ TRACT

Growth Management Application Update Report

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

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

Active Cases

Exempt Plat

EP-06-18-012088 06/08/2018 Exempt Plat Active Katie Peterson

Applicant: Coastal Surveying Company, Inc. **Owner:** Village Park Homes

PLAN DESCRIPTION: The Applicant is proposing a recombination of lots 207 and 208, moving the property lines.

PROJECT NAME: Buckwalter

EP-10-16-010198 10/19/2016 8 STATE OF MIND ST Exempt Plat Active Katie Peterson

Applicant: Pearce Scott Architects, Inc. **Owner:** Ken and Debra Timen

PLAN DESCRIPTION: The applicant is requesting approval to construct a new 3 story commercial main street building for Lettrs. This includes revisions to stairwell to include a sidewalk and extension of property line to change acreage from 0.33 to 0.57.
STATUS: Awaiting upated information per email from KI dated 11/18/2016

PROJECT NAME: CALHOUN STREET PROMENADE

EP-11-17-011467 11/13/2017 44 JASON ST Exempt Plat Active Katie Peterson

Applicant: Vaux Marscher Berglind, P.A. **Owner:** Vaux Marscher Berglind, P.A.

PLAN DESCRIPTION: The Applicant is requesting

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

EP-12-16-010413 12/30/2016 2 OSCAR & DAISY LN Exempt Plat Active Katie Peterson

Applicant: Tommie Perry **Owner:** Tommie Perry

PLAN DESCRIPTION: Plat to correct property lines.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Growth Management Application Update Report

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

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

Active Cases

Exempt Plat

EP-02-19-012865 02/21/2019 Exempt Plat Active Katie Peterson

Applicant: Pulte Home Company **Owner:** Pulte Group

PLAN DESCRIPTION: A request by Pulte Home Company for an exempt plat entitled Boundary Survey of the Commons Areas at The Haven at New Riverside.

PROJECT NAME: HAVEN AT NEW RIVERSIDE

EP-02-21-014997 02/16/2021 Exempt Plat Active Katie Peterson

Applicant: Thomas & Hutton **Owner:** James & Sharon Mattei

PLAN DESCRIPTION: Reference Plat Correction & Eagles nest revision

PROJECT NAME: PALMETTO BLUFF PHASE 1

EP-12-20-014805 12/01/2020 11 SHERIDAN PARK CIR CIRCLE Exempt Plat Active Katie Peterson

Applicant: Surveying Consultants, Inc. **Owner:** Giles Stevens

PLAN DESCRIPTION: Survey of an existing lot to show the asbuilt conditions and building numbers.

PROJECT NAME: SHERIDAN PARK COMMERCIAL

EP-04-21-015217 04/20/2021 3 FLAT CREEK DR DRIVE Exempt Plat Active William Howard

Applicant: Thomas & Hutton **Owner:** HL Development LLC

PLAN DESCRIPTION: HL Development LLC proposes the subdivision of the Lake within the existing Hampton Lake residential development and the Buckwalter PUD. The Hampton lake IMP was originally approved by the Town of Bluffton on February 2005. The revised Hampton Lake dated September 20, 2017 was amended and approved by the Town of Bluffton. on December 12, 2017. The project is located north oF SC Highway 46, south of the Bluffton Parkway, each of SC Highway 170, and west of Old Miller Road. The tax parcel pin number is R614 029 000 2050 0000. The Lake is located within the limits of various phases of the Hampton Lake Project. These phases include Phase 9, Phase 8A, Phase 8B , Phase 7, Phase 4, Phase 3 and Phase 2. All these phases included some or all the following: a storm water pond, water, sewer and associated infrastructure for the development.

PROJECT NAME:

Growth Management Application Update Report

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

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

Active Cases

Total Exempt Plat Cases: 17

Master Plan

NA

MP-03-21-015151 03/29/2021 110 OLD PALMETTO BLUFF RD ROAD Master Plan Active William Howard

Applicant: Thomas & Hutton **Owner:** Pritchard Farm, LLC

PLAN DESCRIPTION: A request by Thomas & Hutton on behalf of Pritchard Farms LLC, for the approval of a Initial Master Plan. The project consists of 10 single family lots with and associated roads, utilities and stormwater infrastructure. The property is identified by tax map numbers R610 044 000 0141 0000 and R610 044 000 0136 0000 and consists of approximately 51 acres located at 110 Old Palmetto Bluff Road. The property is zoned New Riverside PUD and should be reviewed based on the requirements set forth in the New Riverside PUD concept plan and Development Agreement.
STATUS 04/21/2021: The application is currently being reviewed by Staff for conformance with the Development Agreement and Planned Unit Development documents. Staff comments will be reviewed at the April 28, 2021 meeting of the DRC.

PROJECT NAME:

MP-02-20-014050 02/27/2020 Master Plan Active William Howard

Applicant: McNair Law Firm, P.A. **Owner:** Bishop of Charleston

PLAN DESCRIPTION: Request for approval of a Master Plan for the Saint Gregory the Great property consisting of approximately 62.80 Acres of land located at 323 Fording Island Road and identified as Beaufort County Tax Map Nos. R600 022 000 0125 0000 & R660 022 000 1120 0000 for a mix of civic, institutional, residential, and commercial uses.
STATUS: Town Council approved the “Intent to Annex”, First Reading of the Annexation Ordinance at their August 12, 2019 meeting. The Applicant previously requested to place this application on hold so they can prepare updated materials to reflect the Town’s desire for them to pursue incorporating the property into the Buckwalter Planned Unit Development Concept Plan Development Agreement as a new planning tract instead of General-Mixed use as requested. To bring the property into Buckwalter, amendments to the Planned Unit Development, Concept Plan, and Development Agreement are necessary which will require the submittal of additional applications and materials. Applicant submitted revised materials and the necessary additional applications on February 21, 2020. Staff is currently reviewing the materials and applications for clarity, content, and completeness. Once Staff’s notes and comments are addressed, the request will be placed on the next available regularly scheduled Planning Commission agenda as a workshop item.
STATUS 5-18-2021: Planning Commission recommended approval at their April 28, 2021 meeting. Town Council will hear the request at their July 13, 2021 meeting with the other amendments listed above.

PROJECT NAME: SAINT GREGORY THE GREAT CATHOLIC CHURCH

Growth Management Application Update Report

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

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

Active Cases

Total Master Plan Cases: 2

Master Plan Amendment

Major

MPA-12-20-014852 12/21/2020 Master Plan Amendment Active Kevin Icard

Applicant: J. K. Tiller & Associates, Inc. **Owner:** Year Round Pool Co

PLAN DESCRIPTION: Amendment to the Old Carolina PUD to include BPG Planning area and associated densities and uses. This Master Plan Amendment is associated with a Zoning Map Amendment (ZONE-12-20-14853) and Comprehensive Plan Amendment (COMP-12-20-14851).
Status: 5/18/2021: Applicant resubmitted their plans, however, a PUD Text Amendment application is now required. Staff has requested the application and updated narrative, the application is on hold.

PROJECT NAME: OLD CAROLINA

MPA-12-20-014813 12/07/2020 Master Plan Amendment Active William Howard

Applicant: Ward Edwards, Inc. **Owner:** PKP Group LLC

PLAN DESCRIPTION: Rezoning to Planned Unit Development, Old Carolina PUD to authorize multi family use with six (6) units per acre.

PROJECT NAME: OLD CAROLINA

Total Master Plan Amendment Cases: 2

Subdivision Plan

General

Growth Management Application Update Report

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

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

Active Cases

Subdivision Plan

SUB-04-21-015233 04/26/2021 122 BECKENRIDGE CIR CIRCLE Subdivision Plan Active William Howard

Applicant: Michael Hughes **Owner:** D R Horton Inc

PLAN DESCRIPTION: 44 town home lots with infrastructure.

PROJECT NAME: CYPRESS RIDGE PHASE 19

SUB-03-21-015116 03/16/2021 Subdivision Plan Active William Howard

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

PLAN DESCRIPTION: Palmetto Bluff is continuing development with Block J2. The project is located within the Palmetto Bluff PUD, off Old Moreland Road between blocks J1 and K4. The total project area is +/- 16.5 acres. The project scope shall consist of general clearing, installation of utilities, storm drainage infrastructure, grading and paving to serve the proposed 43 lots.

PROJECT NAME: PALMETTO BLUFF PHASE 2

SUB-03-21-015118 03/19/2021 Subdivision Plan Active Kevin Icard

Applicant: Town of Bluffton **Owner:** Security Bank of Kansas City

PLAN DESCRIPTION: Subdivision into 2 parcels to allow for the donation of the 0.43 acre Parcel 652A to the Town of Bluffton.
STATUS 5-18-2021: Application was heard at the March 22, 2021 DRC meeting and was approved for stamping and recording.

PROJECT NAME: VILLAGE AT VERDIER PLANTATION

SUB-05-21-015298 05/07/2021 Subdivision Plan Active Jordan Holloway

Applicant: Jack McSweeney **Owner:** Thomas and Hutton

PLAN DESCRIPTION: K. Hovnanian Homes proposes the subdivision approval for The Lakes at New Riverside Phase 1F. K. Hovnanian Homes proposes to construct 18 single-family residential units within The Lakes at New Riverside Phase 1F. Phase 1F is located on the north side of New Riverside Road and east of May River Highschool.

PROJECT NAME:

Growth Management Application Update Report

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

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

Active Cases

Subdivision Plan

SUB-03-21-015079	03/04/2021	32 HILDERBRAND	Subdivision Plan	Active	William Howard

Applicant: Alexander Graham **Owner:** Alexander Graham

PLAN DESCRIPTION: Divide a .50 acre parcel in two equal .25 acre parcels.

PROJECT NAME: OLD TOWN

SUB-11-20-014778	11/23/2020	28 DUBOIS LN LANE	Subdivision Plan	Active	Alan Seifert

Applicant: Carol Healy **Owner:** Carol Healy

PLAN DESCRIPTION: 28 Dubois Lane (Subdivision): A request by C & C Preservation on behalf of Carol Healy and Cathy Cockman, owners, for review of a Subdivision Plan for the division of .49 acres into 2 single-family lots along with an associated access easement. The property is identified by tax map number R610 039 00A 0256 0000. The property is zoned Neighborhood General-Hd and therefore, should be reviewed based on the requirements set forth in the Town of Bluffton Unified Development Ordinance and Stormwater Design Manual.
STATUS [01/06/2021]: The application was reviewed by Staff for conformance with the Town of Bluffton Unified Development Ordinance and reviewed by the DRC at the December 30th meeting. Town Staff are currently awaiting a re-submittal to address comments from DRC.

PROJECT NAME: OLD TOWN

SUB-05-21-015297	05/07/2021	151 NEW RIVERSIDE RD ROAD	Subdivision Plan	Active	Jordan Holloway

Applicant: Thomas and Hutton **Owner:** MFH LAND, LLC

PLAN DESCRIPTION: MFH Land LLC, and AVTEX Commercial Properties, Inc. are proposing the subdivision of the 34 ± acre parcel to establish private rights-of-way to serve 12 development parcels within the New Riverside planned development area.

PROJECT NAME:

Growth Management Application Update Report

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

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

Active Cases

Subdivision Plan

SUB-04-17-010766 04/03/2017 Subdivision Plan Active Katie Peterson

Applicant: Armando Servin **Owner:** Armando Servin

PLAN DESCRIPTION: A request by Armando Servin Rosales, for the approval of a Subdivision Plan. The proposed subdivision will divide the existing parcel into two parcels. The property is located on Buck Island Road within the Residential General Zoning District. The property is identified by tax map number R640 031 000 016A 0000. The application was heard at the April 25, 2017 DRC meeting and comments were provided to the applicant.
STATUS: Awaiting Applicant submittal of sewer connection confirmation.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

SUB-03-21-015133 03/23/2021 122 BECKENRIDGE CIR CIRCLE Subdivision Plan Active William Howard

Applicant: Michael Hughes **Owner:** D R Horton Inc

PLAN DESCRIPTION: 62 single family residential lots with infrastructure.

PROJECT NAME: CYPRESS RIDGE PHASE 18

SUB-08-19-013391 08/01/2019 21 LITTLE POSSUM LN Subdivision Plan Active Katie Peterson

Applicant: Progressive Tax Services **Owner:** Progressive Tax Services

PLAN DESCRIPTION: A request by James Barnwell for approval of a Subdivision Plan. The project consists of subdividing one lot into seven lots. The property is zoned Residential General and consists of approximately 1.5 acres identified by tax map numbers R610 039 000 210B 0000 and R610 039 000 210A 0000 located at 21 and 33 Little Possum Lane.
STATUS: The application was reviewed at the August 21st meeting of the DRC where comments were provided to the Applicant. Staff is awaiting revised materials addressing comments.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

Growth Management Application Update Report

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

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

Active Cases

Subdivision Plan

SUB-11-20-014745 11/09/2020 Subdivision Plan Active Alan Seifert

Applicant: John Paul Moore **Owner:** K Hovananian

PLAN DESCRIPTION: The Lakes at New Riverside - Phase 1D (Subdivision): A request by Mike Hughes of Thomas & Hutton on behalf of K. Hovnanian, Jeff Wiggins, owner, for review of a Subdivision Plan for the division of 12.180 acres into 32 single-family lots along with associated right of way and common areas. The property is identified by tax map number R610 044 000 0140 0000 and is located within the New Riverside Parcel 9 Master Plan. The property is zoned New Riverside PUD and therefore, should be reviewed based on the requirements set forth in the DSO 90/3 and its modifications and Town of Bluffton Stormwater Design Manual.
STATUS [12/4/2020]: The application is currently being reviewed by Staff for conformance with the New Riverside Development Agreement and Planned Unit Development documents and is scheduled for review by the DRC at the December 9th meeting.
STATUS [1-25-2021]: Awaiting submittal and approval of the required surety bond. Once approved, the application may be stamped and recorded.

PROJECT NAME: NEW RIVERSIDE -PARCEL 9

SUB-02-17-010618 02/24/2017 22 PHOENIX RD Subdivision Plan Active Katie Peterson

Applicant: Leona Woodard **Owner:** Terry Johnson

PLAN DESCRIPTION: The applicant is requesting approval to create a second lot from tax map number R610 031 000 0102 0000. The application was on the March 14th DRC meeting agenda, but no applicant was present. The item was tabled to the March 21st DRC meeting. The application was heard at the March 21st DRC meeting and comments provided to the Applicant.
STATUS: Awaiting applicant resubmittal addressing watershed and BJWSA comments.

PROJECT NAME: BUCK ISLAND/SIMMONSVILLE

SUB-08-20-014458 08/10/2020 Subdivision Plan Active Alan Seifert

Applicant: Carrie's Fun World **Owner:** Carrie's Fun World

PLAN DESCRIPTION: 158 Simmonsville Road (Subdivision): A request by Carolyn Brown, applicant, on behalf of the Heirs of Frazier, owner, for review of a Subdivision Plan for the division of 9.21 acres into 11 single-family lots. The property is identified by tax map number R610 031 000 0019 0000 & R610 031 000 0168 0000. The property is zoned Residential General and, therefore, should be reviewed based on the requirements set forth in the Town of Bluffton Unified Development Ordinance and Town of Bluffton Stormwater Design Manual.
STATUS [09/04/2020]: The application was reviewed by Staff for conformance with the UDO documents and was reviewed by the DRC at the September 9th meeting.
STATUS [09/24/2020]: Staff is currently awaiting a resubmittal of the plat to address comments received during the DRC meeting.

PROJECT NAME:

Growth Management Application Update Report

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

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

Active Cases

Subdivision Plan

SUB-11-18-012584 11/19/2018 Subdivision Plan Active Katie Peterson

Applicant: Thomas & Hutton **Owner:** HL Development

PLAN DESCRIPTION: A request by Thomas and Hutton, on behalf of HL Development, LLC, for approval of a Subdivision Plan. The project consists of 4 commercial parcels and associated infrastructure to be located on approximately 15 acres. The property is zoned Planned Unit Development, located within the Buckwalter PUD and is identified by tax map number R614 029 000 2050 0000, located west of the existing Hampton Lake community and east of Lawton Station.
STATUS: The application was reviewed by Staff and was placed on the December 12th DRC Agenda for review where comments were provided to the applicant. Awaiting updated materials addressing staff comment.

PROJECT NAME: Buckwalter

SUB-05-21-015296 05/07/2021 50 REPHRAIM CEMETERY RD ROAD Subdivision Plan Active Jordan Holloway

Applicant: Palmetto Bluff LLC **Owner:** Chip Campbell

PLAN DESCRIPTION: Subdivision to create a 200' wide right of way for Myrtle Ford Road
Staff review is in process and the application is scheduled for the May 26th DRC meeting.

PROJECT NAME:

Historic District

SUB-08-19-013427 08/12/2019 6 SHELL RAKE ST Subdivision Plan Active Katie Peterson

Applicant: Sunshine Living Properties, LLC **Owner:**

PLAN DESCRIPTION: This application is to divide Lot 31 Shell Rake into two lots, Lot 31 A and Lot 31 B Barnacle Cut Lane and create two future building sites.

Both lots meet UDO lot and road standards and complies with Article 3 of the UDO. The 911 address will also be changed to the addresses shown above.
Once the subdivision has been approved the applicant will provide surveyor sealed copies to be recorded.
The Application was heard by the DRC at their September 11th meeting where comments were provided to the applicant.
STATUS: Staff is awaiting the submittal of a Development Plan amendment and revised plans.

PROJECT NAME: OLD TOWN

Growth Management Application Update Report

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

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

Active Cases

Total Subdivision Plan Cases: 16

Zoning Action

Special Exception

ZONE-05-20-014229	05/13/2020	70 10 PENNINGTON DR	Zoning Action	Active	Kevin Icard

Applicant: Nelson Pinto **Owner:** Mathesoya Mgt Corp

PLAN DESCRIPTION: Veterinary clinic specialized in opthalmology (Outpatient only no over night care)

PROJECT NAME:

UDO Text Amendment

ZONE-03-21-015090	03/09/2021	71 TOWNE DR DRIVE	Zoning Action	Active	Kevin Icard

Applicant: NLM Services, LLC **Owner:** BRI Mariner Belfair II, LLC

PLAN DESCRIPTION: Upscale entertainment of indoor electric go kart facility/ food use zero impaction visibility and noise.
STATUS 5-18-2021: Request was approved by Town Council at a second reading on May 12, 2021. Ordinance was recorded with the Register of Deeds in Book 4012 Page 362-366.

PROJECT NAME: BELFAIR TOWNE VILLAGE

Growth Management Application Update Report

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

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

Active Cases

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-03-20-014108 03/11/2020 Zoning Action Active William Howard

Applicant: Sarah Kepple **Owner:** Jim & Sandra Merli

PLAN DESCRIPTION: Review of the Buckwalter PUD interpretation; was it written to protect adjacent Beaufort Co. property or do adjacent wetlands and rural residential setback requirements provide enough buffer for our property use?
STATUS 4/21/2020 Due to COVID-19, this project is being held until such time that staff can hold an in-person Public Hearing.

PROJECT NAME:

Zoning Map Amendment

Growth Management Application Update Report

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

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

Active Cases

Zoning Action

ZONE-12-20-014855 12/21/2020 Zoning Action Active Kevin Icard

Applicant: Ward Edwards, Inc. **Owner:** PKP Group LLC

PLAN DESCRIPTION: Rezoning to PUD, Old Carolina PUD to authorize multi family use with six (6) units per acre.

PROJECT NAME: OLD CAROLINA

ZONE-12-20-014853 12/21/2020 Zoning Action Active Kevin Icard

Applicant: J. K. Tiller & Associates, Inc. **Owner:** Year Round Pool Co

PLAN DESCRIPTION: Amendment to the Old Carolina PUD to include BPC Planning area and associated densities and uses. This Zoning Map Plan Amendment is associated with a Master Plan Amendment (MPA-12-20-14852) and Comprehensive Plan Amendment (COMP-12-20-14851).
Status: 5/18/2021: Applicant resubmitted their plans, however, a PUD Text Amendment application is now required. Staff has requested the application and updated narrative, the application is on hold.

PROJECT NAME: OLD CAROLINA

ZONE-07-19-013331 07/10/2019 Zoning Action Active Aubrie Giroux

Applicant: Walter J Nester III **Owner:** Bishop of Charleston

PLAN DESCRIPTION: 1)A request for an Ordinance to approve an amendment to the Buckwalter Planned Unit Development Text to incorporate provisions for a New Land Use Tract to be Known as the Saint Gregory the Great Tract; and 2) A request for an Ordinance approving Zoning Map Amendment for approximately 61.093 acres located at 323 Fording Island Road and identified by Beaufort County Tax Map Nos. R600 022 000 0125 0000 and R600 022 000 1120 0000 to rezone the subject property to Buckwalter Planned Unit Development (PUD) subject to a new Saint Gregory the Great Land Use Tract
STATUS: Town Council approved the “Intent to Annex”, First Reading of the Annexation Ordinance at their August 12, 2019 meeting. The Applicant previously requested to place this application on hold so they can prepare updated materials to reflect the Town’s desire for them to pursue incorporating the property into the Buckwalter Planned Unit Development Concept Plan Development Agreement as a new planning tract instead of General-Mixed use as requested. To bring the property into Buckwalter, amendments to the Planned Unit Development, Concept Plan, and Development Agreement are necessary which will require the submittal of additional applications and materials. Applicant submitted revised materials and the necessary additional applications on February 21, 2020. Additional revisions including a reduction of the requested number of residential development rights from 449 to 150 were submitted following Planning Commission's Workshop on the proposed Annexation and Zoning Map Amendment held on July 22, 2020. Planning Commission will hold a Public Hearing and Recommendation to Town Council on October 28, 2020. Town Council is scheduled to hold Ordinance First Readings at their January 6, 2021 meeting. Town Council is then scheduled to hold Public Hearings and Ordinance Second and Final Readings at their February 9, 2021 meeting.
STATUS 5-18-2021: Update - Town Council will hold a Public Hearing on July 13, 2021 for the Ordinance second and final reading.

PROJECT NAME: SAINT GREGORY THE GREAT CATHOLIC CHURCH

Growth Management Application Update Report

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

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

Active Cases

Zoning Action

Zoning Variance

ZONE-05-21-015268	05/03/2021		Zoning Action	Active	William Howard

Applicant: Beaufort County Parks & Leisures Services **Owner:** Town of Bluffton

PLAN DESCRIPTION: Replace damaged sign with an updated sign - Buckwalter Regional Park

PROJECT NAME:

Total Zoning Action Cases: 8

Total Active Cases: 130

Total Plan Cases: 130

INTEROFFICE MEMORANDUM

TO: MEMBERS OF TOWN COUNCIL

FROM: SCOTT M. MARSHALL, INTERIM TOWN MANAGER

SUBJECT: INTERIM TOWN MANAGER MONTHLY REPORT – MAY 2021

DATE: MAY 18, 2021

CC: KIM CHAPMAN, TOWN CLERK

Town Operations / Community Meetings

May 3: Attended Ribbon Cutting for SunSet Slush Hilton Head at Berkeley Place

May 6:

- Senior Staff Meeting
- Met with Bryan McIlwee and Pat Rooney for Monthly CIP review
- Telecon with Rob Bush regarding Sora Wellness Project

May 14: Met with Tommy Sunday to review IT PowerPoint presentation for new Town Manager

May 18: Met with Lee Levesque, Emergency Manager

Town Council / Attorney Related Meetings

May 5:

- Met with Mayor Sulka, David O'Donoghue and Dallas Wood to discuss various Palmetto Bluff concerns
- Met with Terry Finger, Kristy Scott, Chief Price and Christine Smith regarding personnel issue

May 10: Attended monthly Mayors/Managers Coffee Hour with Mayor Sulka in Hilton Head

May 11: Attended Town Council Meeting

May 12: Met with Fred Hamilton, Bryan McIlwee and Heather Colin re: water retention issue at 10 Kittie Lane

May 17: Met with Mayor Sulka, Dan Wood, Terry Finger and Chief Price regarding PD concerns

May 18: Attended FY22 Budget Workshop

TOWN COUNCIL

STAFF REPORT
FINANCE Department

MEETING DATE:	6/8/2021
PROJECT:	Consideration of an Intergovernmental Agreement Renewal between the Town of the Public Defender's Office
PROJECT MANAGER:	Chris Forster, MPA, CPFO, CGFM, Interim Town Manager

RECOMMENDATION: Staff recommends renewal of the Fourteenth Circuit Public Defender agreement.

BACKGROUND/DISCUSSION: The Town had a prior, multi-jurisdictional agreement with the Fourteenth Circuit Public Defender's Office which was effective from 12/17/2019 until 7/1/2021 in which the Town of Bluffton, the City of Beaufort, and the Town of Port Royal would each provide $42,656.66 toward indigent defense services. In addition, the towns of Bluffton and Port Royal would provide for office supplies and postage for the administrator/investigator and the attorney while the City of Beaufort would supply office space and an automobile.

SUMMARY: The new contract is still being negotiated, so the issue before Town Council tonight is a preliminary, conceptual approval of the renewal terms of the agreement to provide for indigent defense. The Fourteenth Circuit Public Defender's Office has requested an increase of $3,103.34 in the annual services contribution for a total of $45,760 plus an additional $1,343 for general office supplies and postage.

NEXT STEPS: As a consent agenda item, authorize the Town Manager to sign the final agreement with the Fourteenth Circuit Public Defender's Office so long as it adheres to the details above.

ATTACHMENTS: Current agreement with the Fourteenth Circuit Public Defender's Office for reference.

TOWN COUNCIL

STAFF REPORT

Engineering Department

MEETING DATE:	June 8, 2021
PROJECT:	Consideration of Contractual Agreements Related to As-Needed, On-Call Surveying Services
PROJECT MANAGER:	Bryan McIlwee, Director of Engineering

REQUEST:

Staff requests that Town Council authorize the Town Manager to award a Master Services Agreement (MSA) for As Needed Surveying Services to three surveying consultants including Atlas Surveying, Inc, Surveying Consultants, Inc and ESP Associates, Inc. The selection of three firms rather than one provides the Town with a broader selection of surveying capabilities, allows staff the flexibility to negotiate fees, and will save time in procuring and contracting engineering services for multiple Capital Improvement Projects.

While Town Council will continue to approve any individual contracts over $100,000.00, Staff is requesting that Town Council authorize the Town Manager to allow for the expenditures from this MSA's be permitted to exceed the combined aggregate threshold of $100,000.00 for multiple projects during the life of the Agreements, which may be extended up to a total of four years.

BACKGROUND/DISCUSSION:

Surveying consulting services are required to facilitate design, permitting and the implementation of almost every project within the Capital Improvement Program (CIP). Each year the Staff typically contracts with multiple surveying firms in which the aggregate amount for these combined services could exceed $100,000.00 in fees for multiple projects. The previous Surveying Master Services Agreement (MSA) expired in December 2020 and Staff is requesting that a new MSA be executed to facilitate surveying needs to implement the proposed 5-year CIP.

The CIP is evaluated each year during the Annual Strategic Planning and Budget approval process. Implementation of these Agreements would be consistent with the following Strategic Focus Areas and Guiding Principles adopted with the FY 21-22 Strategic Plan and Budget:

- Infrastructure: 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: Support initiatives and evaluate community policies, programs, gathering places, and events that promote healthy and quality lifestyles for our diverse citizenry.
- May River and Surrounding Rivers and Watersheds: Support initiatives to improve water quality of the May, Okatie, Colleton and New Rivers and their watersheds

CURRENT STATUS:

The Town of Bluffton posted a solicitation on April 12, 2020 and received a total of seven responses to a Request for Qualifications (RFQu) for As Needed Professional Surveying Services. All responses were reviewed and evaluated by a four-member Evaluation Committee to determine the highest ranked firms meeting the evaluation criteria outlined in the RFQu *(Attachment 1).*

NEXT STEPS:

Upon Town Council approval, the Town Manger will execute MSA Contracts *(Attachment 2 – Contracts)* with the surveying companies listed above and begin individual Work Authorizations for surveying services related to Town Council approved CIP projects.

ATTACHMENTS:

1. Attachment 1 - Evaluation committee scoring sheet
2. Attachment 2 - Contracts
3. Attachment 3 - Recommended Motion

TOWN OF BLUFFTON
RFQu # 2021-32
AS-NEEDED PROFESSIONAL SURVEY SERVICES
INDIVIDUAL SCORING / EVALUATION FORM

Selection Criteria	Score Range	From the Solicitation	Atlas Surveying	Dennis Corporation	Encompass Services	ESP	IPW	Surveying Consultants	Weston & Sampson
Firm's Overall Profile	**0-35**	•Provide a narrative describing the all the offices of the firm, the office which will primarily service work from the Town, and the number of staffers who would work on Town assignments. •Describe the range of services offered by the firm. •Provide qualifications of project members, operating personnel and management who would be assigned and have direct responsibility for fulfilling the terms of the contract, particularly with similar scope and complexity.	126	5	110	120	110	126	115
Firm's Relevant Experience	**0-45**	•Describe five (5) projects completed in the last three (3) years that show a variety of survey tasks performed for similar governmental entities. If there were any unique challenges, be sure to highlight how the firm overcame them.	165	0	150	150	150	165	150
References	**0-20**	Provide five (5) references of clients for whom the firm has completed work in the last three (3) years. Include the reference's name, title, employer, phone number and email address, and thumbnail description of the scope of work. If the references are for one of the projects listed in the bullets above, so state; there is no need to describe the project again.	80	0	80	80	80	80	80
Pricing	**not scored**	•Provide a table of job titles and hourly rates. This will become an exhibit to any resulting contract. •Pricing will not be a scored criterion but prices will be evaluated for reasonableness.	0	0	0	0	0	0	0
Total Score	**100 (highest possible)**		371	5	340	350	340	371	345

TOWN OF BLUFFTON
MASTER SERVICE AGREEMENT
Contract Number 2021-32

COUNTY OF BEAUFORT STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the _____ of _____, 2021 between Atlas Surveying, Inc. (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires to enter into a non-exclusive agreement for on call surveying services; and

WHEREAS, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Schedule: The agreement shall be for a term of one (1) year with the option to renew for four (4) additional one (1) year periods.

2. Services/Deliverables: The Contractor shall perform as needed/on-call services per the attached scope of work in Attachment 1.

3. Fees: The total cost of these services shall be in accordance with the hourly rates established in Attachment 2. Hourly rates shall remain firm for the first twelve (12) months of the agreement. Any price redetermination shall occur 90 days prior to the end of each term and mutually agreed upon by both parties.

4. Work under the Master Services Agreement shall be managed by Task Order. The Town shall provide a stand-alone scope of work for a unique project and Contractor shall provide a written quote, including estimated level of effort in hours, labor rates by job title which shall reflect those attached to this Agreement, estimated material cost, and project completion in number of days. If the quote is accepted, the Town shall provide a Work Authorization Form and/or a purchase order. No work shall commence without such authorization from the Town. Actual work shall not exceed Contractor's estimate without prior authorization from the Town.

5. Invoicing: The Contractor shall send invoices via email simultaneously to invoice@townofbluffton.com and to their Town project manager. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2021-32 and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.

6. General Terms and Conditions:

    a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in Attachment 3 for the entire length of this Agreement. The contactor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.

    b. Work will commence upon execution of an approved Work Authorization Form or purchase order and will expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.

c. Contractor shall be licensed to perform the work including, but not limited to, a curren Bluffton Business License and any required State of South Carolina license.

d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.

e. In the event the Contractor is required to hire Subcontractors, those Subcontractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Subcontractors and to immediately notify the Town of any changes. Use of non-licensed Subcontractors is grounds for termination.

f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.

g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.

h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties, except in the case of task orders which shall be processed with purchase orders and will not require any amendment or modification to this Agreement. The Contractor may not assign this contract without the prior written approval of the Town.

j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

k. In the event the Town must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.

l. In the case of services provided under this Agreement, Contractor shall perform the work consistent with the professional skill and care ordinarily provided by members of its profession practicing under similar circumstances. In the case of goods provided under this Agreement, Contractor shall provide a one (1) year warranty to be measured from the date of final acceptance by the Town.

m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

n. The order of precedence shall be as follows: this Agreement, terms and conditions of the purchaser order, terms and conditions of the solicitation (if any), Contractor provided terms.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

ATLAS SURVEYING, INC.	TOWN OF BLUFFTON
Date: _____	Date: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Position: _____	Position: _____
Witnesses: _____	Witnesses: _____

Attachments:
1. Scope of Work
2. Fee Schedule
3. Insurance

ATTACHMENT 1

SCOPE OF WORK

The Town desires successful firms to provide as-needed surveying services for engineering and design purposes. All work must be certified by a Professional Land Surveyor registered in the State of South Carolina. Work may include but is not limited to:

- Existing tree surveys
- Tree and topographic surveys
- Boundary surveys
- Bathymetric survey (freshwater pond, canal, salt water)
- Utility surveys
- Soft-dig, subsurface exploration and data collection
- Construction stakeouts
- Construction as-builts
- Stormwater, pathway, and roadway inventory
- GPS surveying
- Setting benchmarks and control
- Preparing easement and right of way plats and staking
- Parcel/deed research
- Easement exhibits
- AutoCAD work

Survey data and all related documentation shall be delivered in both hard copy (signed, sealed and dated) and digital as requested. Digital formats shall be prepared with software compatible with AutoCAD 2010 writable files.

ATTACHMENT 2

FEE SCHEDULE

ATLAS SURVEYING, INC.

Town of Bluffton May 6th, 2021

RE: Surveying Services for RFQ# 2021-32

Hourly Rates are as follows:

1)	2-man Field Crew	$125/hr
2)	CAD Technician	$95/hr
3)	Field Supervisor	$85/hr
4)	Professional Land Surveyor	$135/hr
5)	Administrative	$55/hr

Rates are based upon standard residential lot sizes up to 0.5 Ac. Rates may change depending extreme site conditions such as building complexity, remote site location, etc.

Sincerely,

William H. Gray, Jr., PLS
President
Atlas Surveying, Inc.

ATTACHMENT 3

INSURANCE COVERAGES

Workers Compensation – Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of $1,000,000 per claim, $2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability **(for Professional Services only)** – Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers' Compensation and Employers' Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

> ***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

TOWN OF BLUFFTON
MASTER SERVICE AGREEMENT
Contract Number 2021-54

COUNTY OF BEAUFORT STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the _____ of _____, 2021 between ESP Associates, Inc. (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires to enter into a non-exclusive agreement for on call surveying services; and

WHEREAS, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Schedule: The agreement shall be for a term of one (1) year with the option to renew for four (4) additional one (1) year periods.

2. Services/Deliverables: The Contractor shall perform as needed/on-call services per the attached scope of work in Attachment 1.

3. Fees: The total cost of these services shall be in accordance with the hourly rates established in Attachment 2. Hourly rates shall remain firm for the first twelve (12) months of the agreement. Any price redetermination shall occur 90 days prior to the end of each term and mutually agreed upon by both parties.

4. Work under the Master Services Agreement shall be managed by Task Order. The Town shall provide a stand-alone scope of work for a unique project and Contractor shall provide a written quote, including estimated level of effort in hours, labor rates by job title which shall reflect those attached to this Agreement, estimated material cost, and project completion in number of days. If the quote is accepted, the Town shall provide a Work Authorization Form and/or a purchase order. No work shall commence without such authorization from the Town. Actual work shall not exceed Contractor's estimate without prior authorization from the Town.

5. Invoicing: The Contractor shall send invoices via email simultaneously to invoice@townofbluffton.com and to their Town project manager. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2021-54 and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.

6. General Terms and Conditions:

    a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in Attachment 3 for the entire length of this Agreement. The contactor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.

    b. Work will commence upon execution of an approved Work Authorization Form or purchase order and will expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.

c. Contractor shall be licensed to perform the work including, but not limited to, a current Bluffton Business License and any required State of South Carolina license.

d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.

e. In the event the Contractor is required to hire Subcontractors, those Subcontractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Subcontractors and to immediately notify the Town of any changes. Use of non-licensed Subcontractors is grounds for termination.

f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.

g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.

h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties, except in the case of task orders which shall be processed with purchase orders and will not require any amendment or modification to this Agreement. The Contractor may not assign this contract without the prior written approval of the Town.

j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

k. In the event the Town must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.

l. In the case of services provided under this Agreement, Contractor shall perform the work consistent with the professional skill and care ordinarily provided by members of its profession practicing under similar circumstances. In the case of goods provided under this Agreement, Contractor shall provide a one (1) year warranty to be measured from the date of final acceptance by the Town.

m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

n. The order of precedence shall be as follows: this Agreement, terms and conditions of the purchaser order, terms and conditions of the solicitation (if any), Contractor provided terms.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

ESP ASSOCIATES, INC.	TOWN OF BLUFFTON
Date: _____	Date: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Position: _____	Position: _____
Witnesses: _____	Witnesses: _____

Attachments:
1. Scope of Work
2. Fee Schedule
3. Insurance

ATTACHMENT 1

SCOPE OF WORK

The Town desires successful firms to provide as-needed surveying services for engineering and design purposes. All work must be certified by a Professional Land Surveyor registered in the State of South Carolina. Work may include but is not limited to:

- Existing tree surveys
- Tree and topographic surveys
- Boundary surveys
- Bathymetric survey (freshwater pond, canal, salt water)
- Utility surveys
- Soft-dig, subsurface exploration and data collection
- Construction stakeouts
- Construction as-builts
- Stormwater, pathway, and roadway inventory
- GPS surveying
- Setting benchmarks and control
- Preparing easement and right of way plats and staking
- Parcel/deed research
- Easement exhibits
- AutoCAD work

Survey data and all related documentation shall be delivered in both hard copy (signed, sealed and dated) and digital as requested. Digital formats shall be prepared with software compatible with AutoCAD 2010 writable files.

ATTACHMENT 2

FEE SCHEDULE

PRICING TABLE

SURVEYING

Survey Crew	$145
Survey Crew - 1 Man	$105
Survey Crew - 2 Man	$145
Survey Crew - 3 Man	$185
Survey Crew - 4 Man	$235
Hydrographic Survey Crew (Small Vessel)	$230
Hydrographic Survey Crew (Large Vessel)	$265
Hydrographic Survey Vessel Captain	$175
Hydrographic Survey Tech I	$105
Hydrographic Survey Tech II	$110
Hydrographic Survey Tech III	$125
Hydrographic Survey Tech IV	$140
GPS Crew – RTK 1 Man	$120
GPS Crew – RTK 2 Man	$145
GPS Technician I	$85
GPS Technician II	$100
GPS Technician III	$115
GPS Technician IV	$130
Field Manager	$110
Survey Technician I	$85
Survey Technician II	$95
Survey Technician III	$110
Survey Technician IV	$125
Senior Survey Technician	$150
Survey Project Manager I	$100
Survey Project Manager II	$115
Survey Project Manager III	$130
Survey Project Manager IV	$155
Project Surveyor I	$120
Project Surveyor II	$140
Project Surveyor III	$155
Senior Project Surveyor I	$155
Senior Project Surveyor II	$180
Managing Surveyor I	$165
Managing Surveyor II	$180
Managing Surveyor III	$190
Senior Managing Surveyor I	$190
Senior Managing Surveyor II	$220
Senior Managing Surveyor III	$230
Surveying Director I	$275
Surveying Director II	$280

REMOTE SENSING

Certified Photogrammetrist	$190
Certified Mapping Scientist - Lidar	$165
Remote Sensing Project Manager I	$125
Remote Sensing Project Manager II	$135
Lidar Technican I	$60
Lidar Technican II	$70
Lidar Technician III	$80
Lidar Technician IV	$90
Photogrammetric Technician I	$70
Photogrammetric Technician II	$80
Photogrammetric Technician III	$95
Photogrammetric Technician IV	$105
Orthophoto Technician I	$70
Orthophoto Technician II	$85
Orthophoto Technician III	$95
Orthophoto Technician IV	$115

Pricing Table, Continued

SUE

GPR-Designating 1 Man	$115
GPR-Designating 2 Man	$155
SUE Crew – Vacuum Excavation 2 Man	$265
SUE Crew – Designating 1 Man	$115
SUE Crew – Designating 2 Man	$155
SUE Survey Crew	$155
SUE Analyst I	$90
SUE Analyst II	$100
SUE Analyst III	$115
SUE Project Manager I	$115
SUE Project Manager II	$125
SUE Project Manager III	$145
SUE Project Manager IV	$165
SUE Project Surveyor I	$155
SUE Project Surveyor II	$175
SUE Project Surveyor III	$195

HIGH DEFINITION SCANNING

Static Scan Crew	$225
Mobile Scan Crew	$245
SCAN Technician I	$105
SCAN Technician II	$120
SCAN Technician III	$140
SCAN Technician IV	$160
Senior Scan Technician	$170
Scan Project Manager I	$165
Scan Project Manager II	$180
Scan Project Manager III	$195
Senior Scan Project Manager I	$210
Senior Scan Project Manager II	$225
Mobile LiDAR Truck Fee	$4,650

UAS

UAS Pilot - LiDAR	$225
UAS Pilot - Photos/Video (Non-Ortho)	$180
UAS Visual Observer - 1 Man	$80
UAS Visual Observer - 2 Man	$140
UAS Visual Observer - 3 Man	$200
UAS Tech I	$100
UAS Tech II	$115
UAS Tech III	$130
UAS Senior Project Manager I	$205
UAS Senior Project Manager II	$230

ATTACHMENT 3

INSURANCE COVERAGES

Workers Compensation – Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of $1,000,000 per claim, $2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability **(for Professional Services only)** – Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers' Compensation and Employers' Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

> ***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

TOWN OF BLUFFTON
MASTER SERVICE AGREEMENT
Contract Number 2021-53

COUNTY OF BEAUFORT **STATE OF SOUTH CAROLINA**

THIS AGREEMENT is made the _____ of _____, 2021 between Surveying Consultants (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires to enter into a non-exclusive agreement for on call surveying services; and

WHEREAS, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Schedule: The agreement shall be for a term of one (1) year with the option to renew for four (4) additional one (1) year periods.

2. Services/Deliverables: The Contractor shall perform as needed/on-call services per the attached scope of work in Attachment 1.

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4. Work under the Master Services Agreement shall be managed by Task Order. The Town shall provide a stand-alone scope of work for a unique project and Contractor shall provide a written quote, including estimated level of effort in hours, labor rates by job title which shall reflect those attached to this Agreement, estimated material cost, and project completion in number of days. If the quote is accepted, the Town shall provide a Work Authorization Form and/or a purchase order. No work shall commence without such authorization from the Town. Actual work shall not exceed Contractor's estimate without prior authorization from the Town.

5. Invoicing: The Contractor shall send invoices via email simultaneously to invoice@townofbluffton.com and to their Town project manager. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2021-53 and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.

6. General Terms and Conditions:

    a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in Attachment 3 for the entire length of this Agreement. The contactor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.

    b. Work will commence upon execution of an approved Work Authorization Form or purchase order and will expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.

c. Contractor shall be licensed to perform the work including, but not limited to, a current Bluffton Business License and any required State of South Carolina license.

d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.

e. In the event the Contractor is required to hire Subcontractors, those Subcontractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Subcontractors and to immediately notify the Town of any changes. Use of non-licensed Subcontractors is grounds for termination.

f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.

g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.

h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties, except in the case of task orders which shall be processed with purchase orders and will not require any amendment or modification to this Agreement. The Contractor may not assign this contract without the prior written approval of the Town.

j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

k. In the event the Town must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.

l. In the case of services provided under this Agreement, Contractor shall perform the work consistent with the professional skill and care ordinarily provided by members of its profession practicing under similar circumstances. In the case of goods provided under this Agreement, Contractor shall provide a one (1) year warranty to be measured from the date of final acceptance by the Town.

m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

n. The order of precedence shall be as follows: this Agreement, terms and conditions of the purchaser order, terms and conditions of the solicitation (if any), Contractor provided terms.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

SURVEYING CONSULTANTS	TOWN OF BLUFFTON
Date: _____	Date: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Position: _____	Position: _____
Witnesses: _____	Witnesses: _____

Attachments:
1. Scope of Work
2. Fee Schedule
3. Insurance

ATTACHMENT 1

SCOPE OF WORK

The Town desires successful firms to provide as-needed surveying services for engineering and design purposes. All work must be certified by a Professional Land Surveyor registered in the State of South Carolina. Work may include but is not limited to:

- Existing tree surveys
- Tree and topographic surveys
- Boundary surveys
- Bathymetric survey (freshwater pond, canal, salt water)
- Utility surveys
- Soft-dig, subsurface exploration and data collection
- Construction stakeouts
- Construction as-builts
- Stormwater, pathway, and roadway inventory
- GPS surveying
- Setting benchmarks and control
- Preparing easement and right of way plats and staking
- Parcel/deed research
- Easement exhibits
- AutoCAD work

Survey data and all related documentation shall be delivered in both hard copy (signed, sealed and dated) and digital as requested. Digital formats shall be prepared with software compatible with AutoCAD 2010 writable files.

ATTACHMENT 2

FEE SCHEDULE

SURVEYING CONSULTANTS
PO Box 2395, Bluffton, SC 29910 Delivery: 17 Sherington Drive, Suite C, Bluffton, SC 29910
Phone: (843) 815-3304, Fax (843) 815-3305, website: www.surveyingconsultants.com
GA Phone: (912) 826-2775 email: sc@surveyingconsultants.com

Detail Professional Surveying Fees

(Detailed list)

Effective May 11, 2021

Administrations /Office support	**Hourly Rate**
Administrative Support -	$55.00
Research/Sr. Estimating Manager -	$125.00
Professional Surveyor	**Hourly Rate**
Sr. Professional Land Surveyor -	$195.00
JR. Professional Land Surveyor -	$145.00
Project Management	**Hourly Rate**
Sr. Field Survey Manager/ Project Manager/CAD -	$145.00
Sr. Technical Survey Manager/ Project Manager/CAD -	$135.00
Sr. Project Manager/CAD -	$125.00
Jr. Project Manager/ CAD -	$100.00
Field Survey Support	**Hourly Rate**
1-Person w/Conventional Equipment -	$105.00
2-Person w/Conventional Equipment-	$160.00
1-Person w/ GPS or Robotic Equipment-	$160.00
2-Person w/GPS or Robotic Equipment -	$185.00
2- Person Bathymetric Crew w/Jon boat & Equipment-	$250.00
Miscellaneous Expenses:	**Per Item**
File retrieval fee	$45 min. for non-current jobs
Copy fee (adjustments for multiple copies)	$5/copy (Black & White) up to (24”x36”)
	$25/copy (Color up to 24”x 36”)
Standard or express shipping	Cost + 20 %
Hired consultant on clients behalf	Cost + 20 %

ATTACHMENT 3

INSURANCE COVERAGES

Workers Compensation – Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of $1,000,000 per claim, $2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability **(for Professional Services only)** – Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers' Compensation and Employers' Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

> ***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

RECOMMENDED MOTION LANGUAGE

"I move to authorize the Town Manager to enter into a Master Service Agreement with Atlas Surveying Inc, ESP Associates, Inc and Surveying Consultants for As Needed On-call Surveying Services. As the contracts may be amended up to a four-year term, Town Council understands the combined aggregate amount from these MSAs may exceed $100,000.00 during the life of the Agreements."

TOWN COUNCIL

STAFF REPORT

Engineering Department

MEETING DATE:	June 8, 2021
PROJECT:	Consideration of Master Service Agreements for As Needed, On-call Stormwater Consulting Services
PROJECT MANAGER:	Bryan McIlwee, Director of Engineering

REQUEST:

Staff requests that Town Council authorize the Town Manager to award a Master Service Agreement (MSA) for As Needed, On-call Stormwater Consulting Services to four (4) stormwater consultants including Center for Watershed Protection, Inc., J. Bragg Consulting Inc., McCormick Taylor, Inc., and Woolpert, Inc. The selection of four firms rather than one provides the Town with a broader selection of stormwater and engineering capabilities, allows staff the flexibility to negotiate fees, and will save time in procuring and contracting stormwater engineering services for stormwater plan review and multiple Capital Improvement Projects.

While Town Council will continue to approve any individual contracts over $100,000.00, Staff is requesting that Town Council authorize the Town Manager to allow for the expenditures from these MSA's be permitted to exceed the combined aggregate threshold of $100,000.00 for multiple projects during the life of the Agreements, which may be extended up to a total of four years.

BACKGROUND/DISCUSSION:

Stormwater engineering consulting services will facilitate a multi-disciplinary consultant team to perform tasks identified in the "May River Watershed Action Plan Update & Modeling Report" (Action Plan) and other programmatic activities required by the Town's National Pollutant Discharge Elimination System (NPDES) permit and Municipal Separate Storm Sewer System (MS4) program. Professional disciplines will perform work that will include, but not be limited to, surveying, hydrology, civil engineering, environmental engineering, geotechnical engineering, ecological assessments, and policy/regulation review and revisions.

Each year Staff typically contracts with multiple civil and/or structural engineering firms in which the aggregate amount for these combined services may exceed $100,000.00 in fees for multiple projects over the course of the contract life.

CURRENT STATUS:

The Town of Bluffton posted a solicitation on April 15, 2021 and received a total of nine (9) responses to a Request for Qualifications (RFQu) for As Needed, On-call Stormwater Consulting Services. All responses were reviewed and evaluated by a three-member Evaluation Committee to determine the highest ranked firms meeting the evaluation criteria outlined in the RFQu *(Attachment 1).*

NEXT STEPS:

Upon Town Council approval, the Town Manger will execute MSA Contracts *(Attachment 2 - Contracts)* with the engineering firms listed above and begin individual Work Authorizations for stormwater services related to Action Plan implementation and NPDES MS4 requirements.

ATTACHMENTS:

1. Attachment 1 - Evaluation Committee Scoring Sheet
2. Attachment 2 - Contracts
3. Attachment 3 - Recommended Motion

Atta

Evaluation Committee Scoring Sheet

TOWN OF BLUFFTON
RFQu # 2021-48
AS-NEEDED STORMWATER CONSULTING SERVICES
INDIVIDUAL SCORING / EVALUATION FORM

Selection Criteria	Score Range	From the Solicitation	Alliance Consulting Engineers, Inc.	Center for Watershed Protection, Inc.	Cranston Engineering Group, P.C.	Goodwyn Mills Cawood	J. Bragg Consulting	Johnson Mirmiran & Thompson, Inc.	McCormick Taylor	Thomas & Hutton	Woolpert, Inc.
Firm's Overall Profile	**0-15**	•Identify all of the offices of the firm as well as the primary office which would support the Town. •Describe the size of the firm and the primary office with specific emphasis on operating personnel and management who would have direct responsibility for fulfilling the terms of this contract. •Highlight any engineering memberships and honors among staff or for the firm.	10.6	12	11.3	13.3	11.6	11.3	13	12.3	13.3
Qualified Personnel	**0-30**	•Provide CV or qualifications of project members, operating personnel and management who would be assigned and have direct responsibility for fulfilling the terms of the contract, particularly with similar scope and complexity.	19	27	24	23.3	22.3	24.3	23.3	22.3	25
Firm's Relevant Experience	**0-30**	•Indicate firm's proven, positive past experiences with projects of similar scope and complexity by detailing five (5) project examples performed in the last three (3) years.	21.6	26.3	23.6	22.3	22	22.6	26.3	24.6	25.3
References	**0-15**	•For the five (5) projects cited above, provide references. Include reference's name, title, employer, phone number and email address.	14	14	14	14	13.6	14	14.3	14	14.3
Local Vendor Preference	**0 or 7**	•In the Town's procurement ordinance, the local preference certification may be given to an entity that maintains a local office within the legally defined boundaries of Beaufort County, has a majority of full time employees, chief officer and managers regularly conducting work at this location, is properly licensed for commercial operations, is open to the public, and is in compliance with local zoning requirements. •Provide Local Preference Certification Statement if so qualified.	0	0	0	0	7	0	0	0	0
MBE/DBE	**0 or 3**	•In the Town's procurement ordinance, a Minority or Disadvantaged Business is defined as a business which is owned or controlled by a majority of persons who have been potentially deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages and/or owned and operated by a person considered to fall within the category of a minority group. Such groups include, but are not limited to: women, African Americans, Hispanic Americans, and Native Americans. •Provide evidence of being Minority or Disadvantaged Business. Such evidence may be from the Federal Government's System for Award Management registration for the entity, Federal Department of Transportation Disadvantaged Business Enterprise program certification, the Small Business Administration's 8(a) Business Development Program certification, South Carolina Division of Small and Minority Business Contracting and Certification registration, or other. Please ensure enough information is provided for independent verification.	0	0	0	0	3	0	0	0	0
Total Score	**100** (highest possible)		65.3	79.3	73	73	79.5	72.3	77	73.3	78

Top 4 Scores highlted

TOWN OF BLUFFTON
MASTER SERVICE AGREEMENT
Contract Number 2021-48

COUNTY OF BEAUFORT STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the _____ of _____, 2021 between Center for Watershed Protection, Inc. (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires to enter into a non-exclusive agreement for stormwater consulting services and

WHEREAS, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Schedule: The agreement shall be for a term of one (1) year with the option to renew for four (4) additional one (1) year periods.

2. Services/Deliverables: The Contractor shall perform as needed/on-call services per the attached scope of work in Attachment 1.

3. Fees: The total cost of these services shall be in accordance with the hourly rates established in Attachment 2. Hourly rates shall remain firm for the first twelve (12) months of the agreement. Any price redetermination shall occur 90 days prior to the end of each term and mutually agreed upon by both parties.

4. Work under the Master Services Agreement shall be managed by Task Order. The Town shall provide a stand-alone scope of work for a unique project and Contractor shall provide a written quote, including estimated level of effort in hours, labor rates by job title which shall reflect those attached to this Agreement, estimated material cost, and project completion in number of days. If the quote is accepted, the Town shall provide a Work Authorization Form and/or a purchase order. No work shall commence without such authorization from the Town. Actual work shall not exceed Contractor's estimate without prior authorization from the Town.

5. Invoicing: The Contractor shall send invoices via email simultaneously to invoice@townofbluffton.com and to their Town project manager. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2021-48 and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.

6. General Terms and Conditions:

    a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in Attachment 3 for the entire length of this Agreement. The contactor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.

    b. Work will commence upon execution of an approved Work Authorization Form or purchase order and will expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.

c. Contractor shall be licensed to perform the work including, but not limited to, a curren Bluffton Business License and any required State of South Carolina license.

d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.

e. In the event the Contractor is required to hire Subcontractors, those Subcontractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Subcontractors and to immediately notify the Town of any changes. Use of non-licensed Subcontractors is grounds for termination.

f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.

g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.

h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties, except in the case of task orders which shall be processed with purchase orders and will not require any amendment or modification to this Agreement. The Contractor may not assign this contract without the prior written approval of the Town.

j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

k. In the event the Town must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.

l. In the case of services provided under this Agreement, Contractor shall perform the work consistent with the professional skill and care ordinarily provided by members of its profession practicing under similar circumstances. In the case of goods provided under this Agreement, Contractor shall provide a one (1) year warranty to be measured from the date of final acceptance by the Town.

m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

n. The order of precedence shall be as follows: this Agreement, terms and conditions of the purchaser order, terms and conditions of the solicitation (if any), Contractor provided terms.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

CENTER FOR WATERSHED PROTECTION, INC.	TOWN OF BLUFFTON
Date: _____	Date: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Position: _____	Position: _____
Witnesses: _____	Witnesses: _____

Attachments:
1. Scope of Work
2. Fee Schedule
3. Insurance

ATTACHMENT 1

SCOPE OF WORK

Professional services awarded under this solicitation will be in support of the Town's Strategic Plan and Capital Improvements Program (CIP) with special emphasis on the initiatives identified in "May River Watershed Action Plan Update & Modeling Report", (McCormick Taylor and Moffat & Nichol, 2020), hereinafter referred to as "Action Plan". The Action Plan identifies projects, programs and policies. The complete text of the Action Plan may be viewed here: https://www.townofbluffton.sc.gov/226/May-River-Watershed-Action-Plan

In addition, services awarded under this solicitation may also support the Town's Municipal Separate Storm Sewer System (MS4) Program as well as drainage assessment and improvement projects outside of CIP.

The Watershed Management Division requires the assistance of a multi-disciplinary consultant team to perform tasks identified in the Action Plan and other programmatic activities. Professional disciplines needed for the performance of the work may include, but not be limited to: surveying, hydrology, civil engineering, environmental engineering, geotechnical engineering, ecological assessments, and policy/regulation review and revisions. The selected consultants shall have demonstrated experience in the following types of work:

- Surveying
  - Existing conditions survey
  - Tree and topographic surveys
  - Boundary surveys
  - Bathymetric survey (freshwater pond, canal, and/or salt waters)
  - Construction As-Builts
  - Stormwater inventory
  - GPS surveying
  - Setting benchmarks and control
  - Preparing easement plats
  - Easement staking
  - Easement exhibits
- Hydrology/Hydraulic Analysis and Design
  - Groundwater flow estimation and monitoring
  - Surface water flow estimation and monitoring
  - Water balance estimation and monitoring
  - Open channel analysis and design
  - Culvert analysis and design
  - Small earthen dam evaluation and design
- Civil and Environmental Engineering
  - Storm drainage calculations and design analysis
  - Grading and drainage design
  - Pond routing and outlet design
  - Water quality analysis
  - Stormwater Best Management Practice (BMP) analysis, design, inspection, monitoring, performance evaluation, and maintenance recommendation
  - Scour analysis and recommendations
  - Erosion and sediment control design
  - Roadway, pathway and pavement design
  - Pervious pavement design
  - Asphalt and concrete paving design
  - Boardwalk design
  - Natural materials pathway design
  - Spread analysis and recommendations
  - Sediment and pollutant rate and transport estimation and monitoring
  - Stream and wetland mitigation and restoration design
  - Permitting
  - South Carolina Department of Health & Environmental Control (SCDHEC) regulations

  - SCDHEC Ocean & Coastal Resource Management (SCDHEC-OCRM) regulations
  - South Carolina Department of Transportation (SCDOT) regulations
  - United States Army Corps of Engineers (USACOE) regulations
  - Beaufort County regulations
  - Town of Bluffton regulations
  - Construction Management
  - Estimates on quantities and costs
  - Construction plans, details and technical specifications
- Construction engineering and observation
- Geotechnical engineering and subsurface investigation
- Ecology and environmental science
- Watershed assessment and plan development
- Comprehensive assessment of watershed environmental and biological conditions
- Water quality monitoring program evaluation and recommendations
- Landscape architecture
- Interpretative sign design and planning
- Irrigation system design and recommendations
- Stormwater program and regulation development
- Code and ordinance review and recommendations
- Stormwater design manual review recommendations for relevancy to current State of Knowledge
- Development plan review for compliance with Town and State regulations and design standards

ATTACHMENT 2

FEE SCHEDULE

Table 1. Project References	
Project	**Reference**
MDE MS4 Data Analysis	Rikke Jepsen Aquatic Ecologist Interstate Commission on the Potomac River Basin 301-984-1908 rjepsen@icprb.org
New Castle County Drainage Code Review	S. Douglas Hokuf, Jr., PE Chief of Site Management New Castle County Department of Land Use 302-395-5448 Stephen.Hokuf@newcastlede.gov

Local Preference

CWP's Bluffton office does not meet the Town's definition for local preference.

Minority and Disadvantaged Business Enterprise (MBE/DBE)

CWP is not a Minority or Disadvantaged Business Enterprise.

Fee Schedule

Table 2 presents CWP's hourly rates by job title.

Table 2. Hourly Rates	
Job Title	**Hourly Rate**
Senior Advisor	$175
Program Director	$150
Water Resources Engineer III	$145
Water Resources Engineer II	$125
Water Resources Engineer I	$105
Watershed Professional III	$125
Watershed Professional II	$105
Watershed Professional I	$95

ATTACHMENT 3

INSURANCE COVERAGES

Workers Compensation – Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of $1,000,000 per claim, $2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability **(for Professional Services only)** – Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers' Compensation and Employers' Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

> ***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

TOWN OF BLUFFTON
MASTER SERVICE AGREEMENT
Contract Number 2021-55

COUNTY OF BEAUFORT STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the _____ of _____, 2021 between J. Bragg Consulting, Inc. (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires to enter into a non-exclusive agreement for stormwater consulting services and

WHEREAS, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Schedule: The agreement shall be for a term of one (1) year with the option to renew for four (4) additional one (1) year periods.

2. Services/Deliverables: The Contractor shall perform as needed/on-call services per the attached scope of work in Attachment 1.

3. Fees: The total cost of these services shall be in accordance with the hourly rates established in Attachment 2. Hourly rates shall remain firm for the first twelve (12) months of the agreement. Any price redetermination shall occur 90 days prior to the end of each term and mutually agreed upon by both parties.

4. Work under the Master Services Agreement shall be managed by Task Order. The Town shall provide a stand-alone scope of work for a unique project and Contractor shall provide a written quote, including estimated level of effort in hours, labor rates by job title which shall reflect those attached to this Agreement, estimated material cost, and project completion in number of days. If the quote is accepted, the Town shall provide a Work Authorization Form and/or a purchase order. No work shall commence without such authorization from the Town. Actual work shall not exceed Contractor's estimate without prior authorization from the Town.

5. Invoicing: The Contractor shall send invoices via email simultaneously to invoice@townofbluffton.com and to their Town project manager. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2021-55 and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.

6. General Terms and Conditions:

    a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in Attachment 3 for the entire length of this Agreement. The contactor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.

    b. Work will commence upon execution of an approved Work Authorization Form or purchase order and will expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.

c. Contractor shall be licensed to perform the work including, but not limited to, a curren Bluffton Business License and any required State of South Carolina license.

d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.

e. In the event the Contractor is required to hire Subcontractors, those Subcontractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Subcontractors and to immediately notify the Town of any changes. Use of non-licensed Subcontractors is grounds for termination.

f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.

g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.

h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties, except in the case of task orders which shall be processed with purchase orders and will not require any amendment or modification to this Agreement. The Contractor may not assign this contract without the prior written approval of the Town.

j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

k. In the event the Town must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.

l. In the case of services provided under this Agreement, Contractor shall perform the work consistent with the professional skill and care ordinarily provided by members of its profession practicing under similar circumstances. In the case of goods provided under this Agreement, Contractor shall provide a one (1) year warranty to be measured from the date of final acceptance by the Town.

m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

n. The order of precedence shall be as follows: this Agreement, terms and conditions of the purchaser order, terms and conditions of the solicitation (if any), Contractor provided terms.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

J. BRAGG CONSULTING, INC.	TOWN OF BLUFFTON
Date: _____	Date: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Position: _____	Position: _____
Witnesses: _____	Witnesses: _____

Attachments:
1. Scope of Work
2. Fee Schedule
3. Insurance

ATTACHMENT 1

SCOPE OF WORK

Professional services awarded under this solicitation will be in support of the Town's Strategic Plan and Capital Improvements Program (CIP) with special emphasis on the initiatives identified in "May River Watershed Action Plan Update & Modeling Report", (McCormick Taylor and Moffat & Nichol, 2020), hereinafter referred to as "Action Plan". The Action Plan identifies projects, programs and policies. The complete text of the Action Plan may be viewed here: https://www.townofbluffton.sc.gov/226/May-River-Watershed-Action-Plan

In addition, services awarded under this solicitation may also support the Town's Municipal Separate Storm Sewer System (MS4) Program as well as drainage assessment and improvement projects outside of CIP.

The Watershed Management Division requires the assistance of a multi-disciplinary consultant team to perform tasks identified in the Action Plan and other programmatic activities. Professional disciplines needed for the performance of the work may include, but not be limited to: surveying, hydrology, civil engineering, environmental engineering, geotechnical engineering, ecological assessments, and policy/regulation review and revisions. The selected consultants shall have demonstrated experience in the following types of work:

- Surveying
  - Existing conditions survey
  - Tree and topographic surveys
  - Boundary surveys
  - Bathymetric survey (freshwater pond, canal, and/or salt waters)
  - Construction As-Builts
  - Stormwater inventory
  - GPS surveying
  - Setting benchmarks and control
  - Preparing easement plats
  - Easement staking
  - Easement exhibits
- Hydrology/Hydraulic Analysis and Design
  - Groundwater flow estimation and monitoring
  - Surface water flow estimation and monitoring
  - Water balance estimation and monitoring
  - Open channel analysis and design
  - Culvert analysis and design
  - Small earthen dam evaluation and design
- Civil and Environmental Engineering
  - Storm drainage calculations and design analysis
  - Grading and drainage design
  - Pond routing and outlet design
  - Water quality analysis
  - Stormwater Best Management Practice (BMP) analysis, design, inspection, monitoring, performance evaluation, and maintenance recommendation
  - Scour analysis and recommendations
  - Erosion and sediment control design
  - Roadway, pathway and pavement design
  - Pervious pavement design
  - Asphalt and concrete paving design
  - Boardwalk design
  - Natural materials pathway design
  - Spread analysis and recommendations
  - Sediment and pollutant rate and transport estimation and monitoring
  - Stream and wetland mitigation and restoration design
  - Permitting
  - South Carolina Department of Health & Environmental Control (SCDHEC) regulations

  - SCDHEC Ocean & Coastal Resource Management (SCDHEC-OCRM) regulations
  - South Carolina Department of Transportation (SCDOT) regulations
  - United States Army Corps of Engineers (USACOE) regulations
  - Beaufort County regulations
  - Town of Bluffton regulations
  - Construction Management
  - Estimates on quantities and costs
  - Construction plans, details and technical specifications
- Construction engineering and observation
- Geotechnical engineering and subsurface investigation
- Ecology and environmental science
- Watershed assessment and plan development
- Comprehensive assessment of watershed environmental and biological conditions
- Water quality monitoring program evaluation and recommendations
- Landscape architecture
- Interpretative sign design and planning
- Irrigation system design and recommendations
- Stormwater program and regulation development
- Code and ordinance review and recommendations
- Stormwater design manual review recommendations for relevancy to current State of Knowledge
- Development plan review for compliance with Town and State regulations and design standards

ATTACHMENT 2

FEE SCHEDULE

J. Bragg Consulting, Inc. Fee Schedule

Personnel Rate Schedule	
Classification	Rate/Hour
Principal	$220
Senior Project Manager Program Manager	$185
Project Manager Senior Engineer Copywriter	$165
Public Involvement/Outreach Coordinator	$145
Engineer Specifications Writer	$130
Creative Project Manager	$125
Senior Designer	$115
Staff Engineer	$100
Designer	$95
Clerical	$65

Reimbursable Expenses	
Expenses	Rate
Mileage	Current Federal Rate/mile
Out-of-pocket Expenses	Actual Cost + 10%
Subcontractor fees Markup Percentage	Actual Cost + 10%

The above hourly rates may be increased after one (1) year from date of contract or approved proposal.

18 Daffodil Farm Way | Bluffton | SC 29910 (803) 513-3777 jbragg@jbraggconsulting.com

ATLAS SURVEYING, INC.

Rate Sheet

	Year 1 & 2	Year 3
1) Survey Crew	$125/hr	$135
2) Hydrographic Survey Crew	$200/hr	$210
3) Survey CAD Technician	$95/hr	$102
4) Professional Land Surveyor	$145/hr	$155
5) Administrative	$55/hr	$65

I. FEE SCHEDULE

Hourly Rates

2021

Classification	Hourly Rate
Principal	$200
Project Manager	$195
Senior Geotechnical Engineer (PE)	$190
Geotechnical Engineer (PE)	$150
Engineer (EIT)	$90
Geologist (PG)	$95
Senior Environmental Professional	$150
Environmental Professional	$80
Inspection Project Manager	$125
Inspector	$75
CADD Technician	$65
Clerical/Administrative	$55

Red Bay Environmental

Hourly Rates

Field Services $95/hr

Permitting/ProjectManagement $125/hr

Expenses are direct and mileage at current GSA rate.

SURCULUS

STANDARD RATES FOR SERVICES

The following are standard rates for services as of February 24, 2021. *Rates are valid for six months from the date of any executed contract.*

Personnel	Hourly Rate
Principal Landscape Architect	$150.00
Senior Landscape Architect	$135.00
Landscape Designer	$ 95.00
Administrative Staff	$ 55.00

Reimbursable Expenses	
Mileage	Subject to Federal Guidelines
Models/Renderings/Photos	Cost + 10%
Postage/Overnight Delivery	Cost + 10%
Reproduction and Printing	Cost + 10%
Travel and Subsistence	Cost + 10%
Subcontract Services	Cost + 10%

91-B Broad Street, Charleston, SC, 29401
www.surculusdesign.com

I. FEE SCHEDULE

TETRA TECH

Tetra Tech Rates and roles for Bluffton As Needed Stormwater On Call (2021)

Tetra Tech Hourly Rates				
Title	**Name**	**Primary Role**	**Secondary Role**	**Rate**
Senior Water Resources Engineer	Jason Wright, PE	Surface Water Flow and Monitoring, QA/QC	Stormwater Best Management Practice (BMP) analysis, design, inspection, monitoring, performance evaluation, and maintenance recommendation; Stormwater Program and Regulation Development; Stormwater Manual Review Recommendations	$210
Professional Hydrologist	Erin Lincoln, PH	Water Balance Estimation and Monitoring, Water Quality Analysis	Sediment and pollutant rate and transport estimate and monitoring	$192
Senior Planner – Water Resources	Holly Miller, PE, CFM, CPESC	Watershed Assessment and Plan Development, Water Quality Monitoring Program Evaluation and Recommendations	Stormwater Program and Regulation Development; Code and Ordinance Review and Recommendations; Development Plan Review; Small Earthen Dam Evaluation and Design; Construction Management	$185
Water Resources Engineer	Madhu AkasapuSmith, PE, CFM	Floodplain Management, Watershed Modeling	H&H	$128
Water Resources Engineer	Maureen Harris, PE	Surface Water Flow and Monitoring; Sediment and Pollutant Rate and Transport Estimate and Monitoring	Stormwater Best Management Practice (BMP) analysis, design, inspection, monitoring, performance evaluation, and maintenance recommendation; H&H Modeling; Small Earthen Dam Evaluation and Design	$160
Water Resources Engineer	Christian Helfrich, PE	Watershed Analysis, Stormwater Management, Water Quality Sampling, Cost Estimates	H&H Modeling	$137
Environmental Engineer	Michelle Schmidt, PE	Water Quality Monitoring Program Evaluation and Recommendations	Watershed and H&H Modeling	$140

I. FEE SCHEDULE

Volkert Schedule of Fees	
Classification	Hourly Rate Schedule (Fully Loaded)
Principal	$ 210.00
Project Manager	$ 200.00
Sr. Engineer / Sr. Professional	$ 175.00
Engineer / Professional	$ 150.00
Designer	$ 100.00
Technician	$ 80.00
Environmental Scientist	$ 110.00
Senior Inspector	$ 125.00
Inspector	$ 90.00
Administrative Assistant	$ 75.00
Accountant	$ 80.00

ATTACHMENT 3

INSURANCE COVERAGES

Workers Compensation – Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of $1,000,000 per claim, $2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability **(for Professional Services only)** – Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers' Compensation and Employers' Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

> ***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

TOWN OF BLUFFTON
MASTER SERVICE AGREEMENT
Contract Number 2021-56

COUNTY OF BEAUFORT STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the _____ of _____, 2021 between McCormick Taylor, Inc. (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires to enter into a non-exclusive agreement for stormwater consulting services and

WHEREAS, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Schedule: The agreement shall be for a term of one (1) year with the option to renew for four (4) additional one (1) year periods.

2. Services/Deliverables: The Contractor shall perform as needed/on-call services per the attached scope of work in Attachment 1.

3. Fees: The total cost of these services shall be in accordance with the hourly rates established in Attachment 2. Hourly rates shall remain firm for the first twelve (12) months of the agreement. Any price redetermination shall occur 90 days prior to the end of each term and mutually agreed upon by both parties.

4. Work under the Master Services Agreement shall be managed by Task Order. The Town shall provide a stand-alone scope of work for a unique project and Contractor shall provide a written quote, including estimated level of effort in hours, labor rates by job title which shall reflect those attached to this Agreement, estimated material cost, and project completion in number of days. If the quote is accepted, the Town shall provide a Work Authorization Form and/or a purchase order. No work shall commence without such authorization from the Town. Actual work shall not exceed Contractor's estimate without prior authorization from the Town.

5. Invoicing: The Contractor shall send invoices via email simultaneously to invoice@townofbluffton.com and to their Town project manager. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2021-56 and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.

6. General Terms and Conditions:

    a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in Attachment 3 for the entire length of this Agreement. The contactor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.

    b. Work will commence upon execution of an approved Work Authorization Form or purchase order and will expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.

c. Contractor shall be licensed to perform the work including, but not limited to, a curren Bluffton Business License and any required State of South Carolina license.

d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.

e. In the event the Contractor is required to hire Subcontractors, those Subcontractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Subcontractors and to immediately notify the Town of any changes. Use of non-licensed Subcontractors is grounds for termination.

f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.

g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.

h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties, except in the case of task orders which shall be processed with purchase orders and will not require any amendment or modification to this Agreement. The Contractor may not assign this contract without the prior written approval of the Town.

j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

k. In the event the Town must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.

l. In the case of services provided under this Agreement, Contractor shall perform the work consistent with the professional skill and care ordinarily provided by members of its profession practicing under similar circumstances. In the case of goods provided under this Agreement, Contractor shall provide a one (1) year warranty to be measured from the date of final acceptance by the Town.

m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

n. The order of precedence shall be as follows: this Agreement, terms and conditions of the purchaser order, terms and conditions of the solicitation (if any), Contractor provided terms.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

MCCORMICK TAYLOR, INC.	TOWN OF BLUFFTON
Date: _____	Date: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Position: _____	Position: _____
Witnesses: _____	Witnesses: _____

Attachments:
1. Scope of Work
2. Fee Schedule
3. Insurance

ATTACHMENT 1

SCOPE OF WORK

Professional services awarded under this solicitation will be in support of the Town's Strategic Plan and Capital Improvements Program (CIP) with special emphasis on the initiatives identified in "May River Watershed Action Plan Update & Modeling Report", (McCormick Taylor and Moffat & Nichol, 2020), hereinafter referred to as "Action Plan". The Action Plan identifies projects, programs and policies. The complete text of the Action Plan may be viewed here: https://www.townofbluffton.sc.gov/226/May-River-Watershed-Action-Plan

In addition, services awarded under this solicitation may also support the Town's Municipal Separate Storm Sewer System (MS4) Program as well as drainage assessment and improvement projects outside of CIP.

The Watershed Management Division requires the assistance of a multi-disciplinary consultant team to perform tasks identified in the Action Plan and other programmatic activities. Professional disciplines needed for the performance of the work may include, but not be limited to: surveying, hydrology, civil engineering, environmental engineering, geotechnical engineering, ecological assessments, and policy/regulation review and revisions. The selected consultants shall have demonstrated experience in the following types of work:

- Surveying
  - Existing conditions survey
  - Tree and topographic surveys
  - Boundary surveys
  - Bathymetric survey (freshwater pond, canal, and/or salt waters)
  - Construction As-Builts
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  - Open channel analysis and design
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  - Pervious pavement design
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  - Natural materials pathway design
  - Spread analysis and recommendations
  - Sediment and pollutant rate and transport estimation and monitoring
  - Stream and wetland mitigation and restoration design
  - Permitting
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  - SCDHEC Ocean & Coastal Resource Management (SCDHEC-OCRM) regulations
  - South Carolina Department of Transportation (SCDOT) regulations
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  - Beaufort County regulations
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  - Estimates on quantities and costs
  - Construction plans, details and technical specifications
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- Geotechnical engineering and subsurface investigation
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- Watershed assessment and plan development
- Comprehensive assessment of watershed environmental and biological conditions
- Water quality monitoring program evaluation and recommendations
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- Interpretative sign design and planning
- Irrigation system design and recommendations
- Stormwater program and regulation development
- Code and ordinance review and recommendations
- Stormwater design manual review recommendations for relevancy to current State of Knowledge
- Development plan review for compliance with Town and State regulations and design standards

ATTACHMENT 2

FEE SCHEDULE

FEE SCHEDULE

McCORMICK TAYLOR	
Job Title	**Hourly Rate**
Director	$285.00
Senior Manager	$230.00
Manager	$200.00
Senior Project Manager	$170.00
Senior Cultural Resources Professional	$130.00
Environmental Professional II	$120.00
Engineer II	$115.00
Engineer I	$110.00

DAVIS & FLOYD	
Job Title	**Hourly Rate**
Principal	$231.00
Senior Project Manager	$184.00
Project Manager/Senior Engineer	$168.00
Senior Architect	$158.00
Senior Transportation Planner	$158.00
Program Director/Department Manager	$147.00
Senior Landscape Architect	$147.00
Resident Construction Manager	$147.00
Computer Specialist	$147.00
Engineer/Architect/Landscape Architect	$137.00
Specifications Writer	$137.00
Senior Inspector	$131.00
Licensed Surveyor	$126.00
Transportation Planner	$126.00
Senior Designer	$121.00
GIS Specialist	$121.00
Staff Engineer/Inspector	$105.00
Permitting Specialist	$105.00
Transportation Planner Assistant	$105.00
GIS Analyst	$105.00
Designer	$100.00
Accountant	$100.00
Survey Crew Chief	$95.00
Computer Technician	$84.00
Clerical	$68.00
Survey Field Technician/Intern Technician	$63.00

MOFFAT & NICHOL	
Job Title	**Hourly Rate**
Senior Coastal Engineer	$220.00
Senior Hydrologist	$200.00
Senior Engineer/Scientist	$200.00
Engineer/Scientist III	$165.00
Engineer/Scientist II	$140.00
Engineer/Scientist I	$110.00

CENTER FOR WATERSHED PROTECTION	
Job Title	**Hourly Rate**
Executive Director/Deputy Director	$175.00
Program Director	$150.00
Water Resources Engineer III	$145.00
Water Resources Engineer II	$125.00
Water Resources Engineer I	$105.00
Watershed Professional III	$125.00
Watershed Professional II	$105.00
Watershed Professional I	$95.00
Membership Manager	$125.00
Graphic Designer	$125.00
Office Manager	$95.00

J. BRAGG CONSULTING	
Job Title	**Hourly Rate**
Principal	$220.00
Senior Project Manager	$185.00
Program Manager	$185.00
Project Manager	$165.00
Senior Engineer	$165.00
Copywriter	$165.00
Public Involvement/Outreach Coordinator	$145.00
Engineer	$130.00
Specifications Writer	$130.00
Creative Project Manager	$125.00
Senior Designer	$115.00
Staff Engineer	$100.00
Designer	$95.00
Clerical	$65.00

ANDREWS ENGINEERING COMPANY	
Job Title	**Hourly Rate**
Principal	$143.00
GPS Survey Crew	$126.00
2-Man Survey Crew	$115.00
Project Manager	$110.00
Professional Land Surveyor	$104.00
Engineer	$93.00
Field Inspector	$84.00
Party Chief	$81.00
Survey Technician	$81.00
Engineer Technician	$81.00
Administrative	$55.00

F&ME CONSULTANTS	
Job Title	**Hourly Rate**
Principal	$195.00
Project Manager	$190.00
Senior Geotechnical Engineer (PE)	$185.00
Geotechnical Engineer (PE)	$150.00
Geotechnical EIT	$80.00
Geologist (PG)	$95.00
Senior Environmental Professional	$150.00
Environmental Professional	$80.00
Inspection Project Manager	$150.00
Senior Inspector	$75.00
Inspector	$60.00
CADD Technician	$65.00
Clerical/Administrative	$55.00

SURCULUS	
Job Title	**Hourly Rate**
Principal Landscape Architect	$150.00
Senior Landscape Architect	$135.00
Landscape Designer	$95.00
Administrative Staff	$55.00

ATTACHMENT 3

INSURANCE COVERAGES

Workers Compensation – Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of $1,000,000 per claim, $2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability **(for Professional Services only)** – Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers' Compensation and Employers' Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

> ***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

TOWN OF BLUFFTON
MASTER SERVICE AGREEMENT
Contract Number 2021-57

COUNTY OF BEAUFORT STATE OF SOUTH CAROLINA

THIS AGREEMENT is made the _____ of _____, 2021 between Woolpert, Inc. (hereinafter called "Contractor") and the Town of Bluffton (hereinafter called "Town"), a municipal corporation organized and existing under the laws of the State of South Carolina.

WHEREAS, the Town desires to enter into a non-exclusive agreement for stormwater consulting services and

WHEREAS, the Town and Contractor desire to enter into a Master Service Agreement wherein the Contractor shall provide such services as set forth herein below:

NOW, THEREFORE, for and in consideration of the mutual promises, undertaking and covenants set forth herein, the receipt and sufficiency of which are acknowledged and affirmed by the Town and the Contractor, the parties hereto agree as follows:

1. Schedule: The agreement shall be for a term of one (1) year with the option to renew for four (4) additional one (1) year periods.

2. Services/Deliverables: The Contractor shall perform as needed/on-call services per the attached scope of work in Attachment 1.

3. Fees: The total cost of these services shall be in accordance with the hourly rates established in Attachment 2. Hourly rates shall remain firm for the first twelve (12) months of the agreement. Any price redetermination shall occur 90 days prior to the end of each term and mutually agreed upon by both parties.

4. Work under the Master Services Agreement shall be managed by Task Order. The Town shall provide a stand-alone scope of work for a unique project and Contractor shall provide a written quote, including estimated level of effort in hours, labor rates by job title which shall reflect those attached to this Agreement, estimated material cost, and project completion in number of days. If the quote is accepted, the Town shall provide a Work Authorization Form and/or a purchase order. No work shall commence without such authorization from the Town. Actual work shall not exceed Contractor's estimate without prior authorization from the Town.

5. Invoicing: The Contractor shall send invoices via email simultaneously to invoice@townofbluffton.com and to their Town project manager. Invoices may also be sent to the Town of Bluffton, PO Box 386 Bluffton, SC 29910, Attn: Accounts Payable if emailing is not possible. The invoice should reference contract number 2021-57 and the purchase order associated with the task order. Approved invoices shall be paid within 30 days upon receipt of the invoice in the Finance Department.

6. General Terms and Conditions:

    a. The contractor shall be required to maintain appropriate levels of general liability, auto liability, professional liability, and workers compensation insurances, coverages and amounts as identified in Attachment 3 for the entire length of this Agreement. The contactor must provide the Town with a Certificate of Insurance for each that names the Town as an additional insured on their policy. The contractor is required to immediately contact the Town should any change to these policies occur during the course of the performance of this contract. Failure to maintain these policies is grounds for termination.

    b. Work will commence upon execution of an approved Work Authorization Form or purchase order and will expire upon completion and acceptance of the project. All deliverables, whether goods, services, supplies, or other, shall become the property of the Town. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.

c. Contractor shall be licensed to perform the work including, but not limited to, a curren Bluffton Business License and any required State of South Carolina license.

d. Contractor shall comply with the most current Federal and State of South Carolina Laws and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines.

e. In the event the Contractor is required to hire Subcontractors, those Subcontractors must be appropriately licensed by the Town of Bluffton. The Contractor must provide the Town with a list of all Subcontractors and to immediately notify the Town of any changes. Use of non-licensed Subcontractors is grounds for termination.

f. The Town Manager or his designee may terminate this contract in whole or in part at any time for the convenience of the Town. If the contract is terminated for the convenience of the Town, the Town will pay the Contractor for costs incurred to that date of termination.

g. Should any part of this Agreement be rendered void, invalid or unenforceable by a court of law, such a determination shall not render void, invalid or unenforceable any other part of this Agreement.

h. This Agreement has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Agreement in the performance due hereunder.

i. This Agreement may not be modified nor any additional work performed unless such modification or work is approved in writing and signed by both parties, except in the case of task orders which shall be processed with purchase orders and will not require any amendment or modification to this Agreement. The Contractor may not assign this contract without the prior written approval of the Town.

j. The Contractor shall defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

k. In the event the Town must proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.

l. In the case of services provided under this Agreement, Contractor shall perform the work consistent with the professional skill and care ordinarily provided by members of its profession practicing under similar circumstances. In the case of goods provided under this Agreement, Contractor shall provide a one (1) year warranty to be measured from the date of final acceptance by the Town.

m. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by the Agreement. Nothing contained herein creates any relationship between the Town and Contractor other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement. The conduct and control of the Contractor's agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Contractor. The contractor's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Contractor shall have any benefits, status, or right of employment with the Town.

n. The order of precedence shall be as follows: this Agreement, terms and conditions of the purchaser order, terms and conditions of the solicitation (if any), Contractor provided terms.

IN WITNESS WHEREOF, the parties hereto affixed their signatures hereto the date first written hereinabove.

WOOLPERT, INC.	TOWN OF BLUFFTON
Date: _____	Date: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Position: _____	Position: _____
Witnesses: _____	Witnesses: _____

Attachments:
1. Scope of Work
2. Fee Schedule
3. Insurance

ATTACHMENT 1

SCOPE OF WORK

Professional services awarded under this solicitation will be in support of the Town's Strategic Plan and Capital Improvements Program (CIP) with special emphasis on the initiatives identified in "May River Watershed Action Plan Update & Modeling Report", (McCormick Taylor and Moffat & Nichol, 2020), hereinafter referred to as "Action Plan". The Action Plan identifies projects, programs and policies. The complete text of the Action Plan may be viewed here: https://www.townofbluffton.sc.gov/226/May-River-Watershed-Action-Plan

In addition, services awarded under this solicitation may also support the Town's Municipal Separate Storm Sewer System (MS4) Program as well as drainage assessment and improvement projects outside of CIP.

The Watershed Management Division requires the assistance of a multi-disciplinary consultant team to perform tasks identified in the Action Plan and other programmatic activities. Professional disciplines needed for the performance of the work may include, but not be limited to: surveying, hydrology, civil engineering, environmental engineering, geotechnical engineering, ecological assessments, and policy/regulation review and revisions. The selected consultants shall have demonstrated experience in the following types of work:

- Surveying
  - Existing conditions survey
  - Tree and topographic surveys
  - Boundary surveys
  - Bathymetric survey (freshwater pond, canal, and/or salt waters)
  - Construction As-Builts
  - Stormwater inventory
  - GPS surveying
  - Setting benchmarks and control
  - Preparing easement plats
  - Easement staking
  - Easement exhibits
- Hydrology/Hydraulic Analysis and Design
  - Groundwater flow estimation and monitoring
  - Surface water flow estimation and monitoring
  - Water balance estimation and monitoring
  - Open channel analysis and design
  - Culvert analysis and design
  - Small earthen dam evaluation and design
- Civil and Environmental Engineering
  - Storm drainage calculations and design analysis
  - Grading and drainage design
  - Pond routing and outlet design
  - Water quality analysis
  - Stormwater Best Management Practice (BMP) analysis, design, inspection, monitoring, performance evaluation, and maintenance recommendation
  - Scour analysis and recommendations
  - Erosion and sediment control design
  - Roadway, pathway and pavement design
  - Pervious pavement design
  - Asphalt and concrete paving design
  - Boardwalk design
  - Natural materials pathway design
  - Spread analysis and recommendations
  - Sediment and pollutant rate and transport estimation and monitoring
  - Stream and wetland mitigation and restoration design
  - Permitting
  - South Carolina Department of Health & Environmental Control (SCDHEC) regulations

  - SCDHEC Ocean & Coastal Resource Management (SCDHEC-OCRM) regulations
  - South Carolina Department of Transportation (SCDOT) regulations
  - United States Army Corps of Engineers (USACOE) regulations
  - Beaufort County regulations
  - Town of Bluffton regulations
  - Construction Management
  - Estimates on quantities and costs
  - Construction plans, details and technical specifications
- Construction engineering and observation
- Geotechnical engineering and subsurface investigation
- Ecology and environmental science
- Watershed assessment and plan development
- Comprehensive assessment of watershed environmental and biological conditions
- Water quality monitoring program evaluation and recommendations
- Landscape architecture
- Interpretative sign design and planning
- Irrigation system design and recommendations
- Stormwater program and regulation development
- Code and ordinance review and recommendations
- Stormwater design manual review recommendations for relevancy to current State of Knowledge
- Development plan review for compliance with Town and State regulations and design standards

ATTACHMENT 2

FEE SCHEDULE

Fee Schedule

Woolpert Labor Category	Hourly Rate
Project Principal	$250.00
Project Director	$215.00
Discipline Leader	$210.00
Senior Project Manager	$200.00
Senior Technical Specialist	$185.00
Project Manager	$170.00
Senior Engineer	$145.00
H&H Modeler	$140.00
Mid-Level Engineer	$135.00
GIS Professional	$130.00
Project Engineer	$125.00
Field Team Crew Leader	$120.00
Phase Manager	$115.00
Junior Engineer	$105.00
CAD Technician	$100.00
EIT	$95.00
Business Manager	$90.00
Environmental Scientist	$85.00
Senior Field Technician	$85.00
Field Technician	$80.00
Administrative Support	$75.00

PROPRIETARY

ATTACHMENT 3

INSURANCE COVERAGES

Workers Compensation – Contractor shall maintain Worker's Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

Business Auto Policy – Contractor shall maintain Business Automobile Liability at a limit of liability not less than $500,000 each occurrence for all owned, non-owned and hired automobiles.

Commercial General Liability – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of $1,000,000 per claim, $2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Professional Liability **(for Professional Services only)** – Contractor shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the Town reserves the right, but not the obligation, to review and request a copy of Vendors most recent annual report or audited financial statement.

Additional Insured Requirements – Except as to Workers' Compensation and Employers' Liability, said certificate(s) shall clearly state that coverage required by the contract has been endorsed as follows:

> ***The Town of Bluffton, a municipality of the State of South Carolina, its officers, agents and employees as additional insured.***

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

Attac
Recommended Motion

RECOMMENDED MOTION LANGUAGE

"I move to authorize the Town Manager to enter into Master Service Agreements with Center for Watershed Protection, Inc., J. Bragg Consulting Inc., McCormick Taylor, Inc., and Woolpert, Inc. for As Needed, On-call Stormwater Consulting Services. As the contracts may be amended up to a four-year term, Town Council understands the combined aggregate amount from these MSAs may exceed $100,000.00 during the life of the Agreements."

TOWN COUNCIL

STAFF REPORT
FINANCE Department

MEETING DATE:	6/8/2021
PROJECT:	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, University of SC Beaufort for the Bluffton Ambassador Program and the Beaufort County School District for School Resource Officers and Crossing Guards
PROJECT MANAGER:	Chris Forster, MPA, CPFO, CGFM, Interim Town Manager

RECOMMENDATION: Staff recommends renewal of four (4) intergovernmental agreements and non-profit memoranda of agreements tied to fiscal year 2022.

BACKGROUND/DISCUSSION: The Town has long had in place several agreements which have their term tied to the fiscal year. The agreements subject to this report are:

- 2017-69, Historic Bluffton Foundation
- 2018-34, University of South Carolina Beaufort
- 2018-69, Beaufort County School District
- 2018-84, Beaufort County School District

SUMMARY: The agreements before Town Council tonight are four (4) long-standing agreements with trusted local partners. The third renewal of 2017-69 with the Historic Bluffton Foundation, formerly known as the Bluffton Historical Preservation Society, documents the roles and responsibilities of HBF as the Town's official welcome center. The fourth renewal of 2018-34 with USCB outlines the Bluffton Ambassador program. Agreements 2018-69 and 2018-84 with the Beaufort County School District are for school resource officers and school crossing guards, respectively.

NEXT STEPS: As a consent agenda item, authorize the Town Manager to sign the attached agreements with the Historic Bluffton Foundation, USC Beaufort, and the Beaufort County School District (two matters).

ATTACHMENTS:

- 2017-69, Historic Bluffton Foundation, Amendment 3
- 2018-34, University of South Carolina Beaufort, Amendment 4
- 2018-69, Beaufort County School District, Amendment 5
- 2018-84, Beaufort County School District, Amendment 4

TOWN COUNCIL

STAFF REPORT
Department of Growth Management

MEETING DATE:	June 8, 2021
PROJECT:	Reconsideration of an Intergovernmental Agreement between Beaufort County and the Town of Bluffton for the Purpose of Imposition and Collection, at the Time of Issuance of a Building Permit, of School Development Impact Fees on all New Residential Development within The Town
PROJECT MANAGER:	Heather Colin, AICP Director of Growth Management

REQUEST: Approval of an Intergovernmental Agreement between Beaufort County and the Town of Bluffton for the Purpose of Imposition and Collection, at the Time of Issuance of a Building Permit, of School Development Impact Fees on all New Residential Development within The Town.

BACKGROUND: Prior to 2016 the South Carolina Code of Laws prohibited the imposition of school impact fees. With the South Carolina State Legislature's adoption of the amendment to the South Carolina Development Impact Fee Act on June 3, 2016, local governments are now permitted to implement school impact fees.

As a result, Beaufort County partnered with the Beaufort County School District to prepare the required study to analyze the aspects and feasibility of a school impact fee for Beaufort County. The resulting School Impact Fee Analysis prepared by TischlerBise is provided as Attachment 1.

On August 10, 2020 Beaufort County Council approved first reading by title only followed by second reading on May 24, 2021 for the proposed School Impact Fee Ordinance. The proposed Ordinance provides for the applicable fees of $9,535 per single family dwelling unit and $4,508 per multi-family dwelling unit for Southern Beaufort County. The fees collected would fund the capital improvement projects identified in the Analysis such as new construction, purchase of real property, and purchase of school buses to accommodate projected future growth.

On May 11, 2021, Bluffton Town Council approved a motion authorizing the Town Attorney to move forward with negotiating an Intergovernmental Agreement (IGA)

with Beaufort County for the implementation, collection, and administration of school impact fees within the Town of Bluffton. The finalization of the IGA would only be effective upon final reading of the County Ordinance and, in the event there are any substantial changes between now and adoption, a final review and approval of the IGA by Bluffton Town Council and Beaufort County Council.

The IGA is necessary to ensure fee revenue matches capital costs from future growth. The purpose of the initial and revised proposed agreement is to provide for the following between the Town of Bluffton and Beaufort County:

(1) The imposition and collection, at the time of issuance of a building permit, of school development impact fees on all new residential development within the Town;

(2) The transfer of the school development impact fees from the Town to the County, and then the transfer of the fees from the County to the School Board; and

(3) If fees are not spent by the School Board within the time limits established by state law and the impact fee procedures in Section 82-21 et seq. of the Beaufort County Code, the return of fees collected by the Town so they can be refunded to the appropriate feepayers.

The Town Attorney revised the draft IGA presented at the May 11, 2021 meeting to incorporate certain modifications which include, but are not limited to:

- No fees will be levied on any affordable housing units developed by the Town or on Town property via a public/private partnership or joint venture; and
- The impact fee discount for Area Medium Income (AMI) from 80% to 90% will be 50% and the discount for AMI between 91% and 100% will be 40%.

These revisions are identified in the redlined draft IGA provided as Attachment 2 and a clean copy of the draft IGA is provided as Attachment 3.

NEXT STEPS: The Town approved agreement will be forwarded to Beaufort County Council for their consideration and approval.

ATTACHMENTS:

1. TischlerBise School Impact Fee Study and Capital Improvement Plan Dated July 18, 2020;

2. Redline Draft Intergovernmental Agreement between Beaufort County and the Town of Bluffton for the Implementation of School Development Impact Fees;

3. Clean Draft Intergovernmental Agreement between Beaufort County and the Town of Bluffton for the Implementation of School Development Impact Fees; and

4. Proposed Motion.

School Impact Fee Study and Capital Improvement Plan

Prepared for:

Beaufort County School District, South Carolina

July 18, 2020

Prepared by:

TischlerBise
FISCAL | ECONOMIC | PLANNING
4701 Sangamore Road
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Bethesda, Maryland 20816
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EXECUTIVE SUMMARY

The Beaufort County School District retained TischlerBise to prepare a Capital Improvement Plan and Development Impact Fee Study. Development impact fees are one-time payments used to construct system improvements needed to accommodate new development. A development impact fee represents new growth's proportionate share of capital facility needs. Development impact fees do have limitations and should not be regarded as the total solution for infrastructure funding needs. Rather, they are one component of a comprehensive portfolio to ensure provision of adequate public facilities needed to serve new development. In contrast to general taxes, development impact fees may not be used for operations, maintenance, replacement of infrastructure, or correcting existing deficiencies.

BEAUFORT COUNTY SCHOOL DISTRICT SCHOOL DEVELOPMENT IMPACT FEE OVERVIEW

The Beaufort County School District has seen significant residential growth over the past several years and with the growth there has been increased enrollment. Also, this growth is expected to continue in the future. The District currently levies no school impact fees. In 1999, the State of South Carolina enacted new development impact fee enabling legislation. Any initiation of Beaufort County School District development impact fees requires a study that complies with the new enabling legislation.

The Beaufort County School District school development impact fees are derived using the incremental expansion approach. This approach determines current level of service standards for school buildings (i.e., elementary, middle, and high), land for school sites, and school buses. Level of service standards are derived using 2018-2019 permanent capacity and are expressed as follows:

1. School buildings: Square feet per student by type of school
2. Land: Acres per student by type of school
3. School buses: buses per student districtwide

Credits are included in the development impact fee to account for outstanding and anticipated debt on existing and future school facilities. Further details on the approach, levels of service, costs, and credits are provided in the body of this report.

GENERAL LEGAL FRAMEWORK

Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against regulatory takings. Land use regulations, development exactions, and impact fees are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest. In the case of impact fees, that interest is in the protection of public health, safety, and welfare by ensuring that development is not detrimental to the quality of essential public services. The means to this end is also important, requiring both procedural and substantive due process. The

process followed to receive community input, with stakeholder meetings, work sessions, and public hearings provide opportunity for comments and refinements to the impact fees.

There is little federal case law specifically dealing with impact fees, although other rulings on other types of exactions (e.g., land dedication requirements) are instructive. In one of the most important exaction cases, the U. S. Supreme Court found that a government agency imposing exactions on development must demonstrate an "essential nexus" between the exaction and the interest being protected (see Nollan v. California Coastal Commission, 1987). In a more recent case (Dolan v. City of Tigard, OR, 1994), the Court ruled that an exaction also must be "roughly proportional" to the burden created by development. However, the Dolan decision appeared to set a higher standard of review for mandatory dedications of land than for monetary exactions such as impact fees.

There are three reasonable relationship requirements for impact fees that related closely to "rational nexus" or "reasonable relationship" requirements enunciated by a number of state courts. Although the term "dual rational nexus" is often used to characterize the standard by which courts evaluate the validity of impact fees under the U.S. Constitution, we prefer a more rigorous formulation that recognizes three elements: "need," "benefit," and "proportionality." The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the Dolan case. Individual elements of the nexus standard are discussed further in the following paragraphs.

All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the capacity of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Impact fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The Nollan decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to impact fees. In this study, the impact of development on infrastructure needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level of service standards.

The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the Dolan case and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related capital costs, and in the methods used to calculate impact fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development (e.g. a typical housing unit's household size).

SOUTH CAROLINA DEVELOPMENT IMPACT FEE ACT

The State of South Carolina grants the power for cities and counties to collect impact fees on new development pursuant to the provisions set forth in the South Carolina Development Impact Fee Act (Code of Laws of South Carolina, Section 6-1-910 et seq.). The process to create a local impact fee system

begins with a resolution by the County Council directing the Planning Commission to conduct an impact fee study and recommend a development impact fee ordinance for legislative action.

Generally, a governmental entity must have an adopted comprehensive plan to enact impact fees; however, certain provisions in State law allow counties, cities, and towns that have not adopted a comprehensive plan to impose development impact fees. Those jurisdictions must prepare a capital improvement plan as well as prepare a development impact fee study that substantially complies with Section 6-1-960(B) of the Code of Laws of South Carolina.

All counties, cities, and towns are also required to prepare a report that estimates the effect of impact fees on the availability of affordable housing before imposing development impact fees on residential dwelling units. Based on the findings of the study, certain developments may be exempt from development impact fees when all or part of the project is determined to create affordable housing, and the exempt development's proportionate share of system improvements is funded through a revenue source other than development impact fees. A housing affordability analysis in support of the development impact fee study is published at the end of this report.

Eligible costs may include design, acquisition, engineering, and financing attributable to those improvements recommended in the local capital improvements plan that qualify for impact fee funding. Revenues collected by the county, city, or town may not be used for administrative or operating costs associated with imposing the impact fee. All revenues from impact fees must be maintained in an interest-bearing account prior to expenditure on recommended improvements. Monies must be returned to the owner of record of the property for which the impact fee was collected if they are not spent within three years of the date they are scheduled to be encumbered in the local capital improvements plan. All refunds to private landowners must include the pro rata portion of interest earned while on deposit in the impact fee account.

If ultimately adopted, the Beaufort County School District would also be responsible for preparing and publishing an annual report describing the amount of development impact fees collected, appropriated, and spent during the preceding year. Subsequent to adoption of a development impact fee ordinance, the Beaufort County Planning Commission will be required to review and update the development impact fee study report, capital improvements plan, housing affordability analysis, and development impact fee ordinance. These updates must occur at least once every five years. Pursuant to State Law, the Beaufort County School District will not be empowered to recommend additional projects eligible for impact fee funding or charge higher than the maximum supportable impact fees until the development impact fee study and capital improvement plan are updated.

CONCEPTUAL DEVELOPMENT IMPACT FEE CALCULATION

In contrast to project-level improvements, development impact fees fund growth-related infrastructure that will benefit multiple development projects, or the entire jurisdiction (referred to as system improvements). The first step is to determine an appropriate demand indicator for the infrastructure. The demand indicator measures the number of demand units for each unit of development. For example, an

appropriate indicator of the demand for schools is the population growth of school age children. The increases in that population can be estimated from the average number of students per housing unit. The second step in the development impact fee formula is to determine infrastructure units per demand unit, typically called level of service (LOS) standards. In keeping with the school example, a common LOS standard is square footage of school space per student, for each type of school (elementary, middle, and high). The third step in the development impact fee formula is the cost of various infrastructure units. To complete the school example, this part of the formula would establish the cost per square foot for school facility construction.

General Methodologies

There are three general methods for calculating development impact fees. The choice of a method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development impact fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss three basic methods for calculating development impact fees and how those methods can be applied.

Cost Recovery (Past Improvements)

The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.

Incremental Expansion (Concurrent Improvements)

The incremental expansion method documents current level of service (LOS) standards for each type of public facility, using both quantitative and qualitative measures. This approach ensures that there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. **An incremental expansion cost method is best suited for public facilities that will be expanded in regular increment to keep pace with development, and is the methodology used for this school development impact fee calculation.**

Plan-Based Fee (Future Improvements)

The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development

potential is identified by a land use plan. There are two options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

Credits

Regardless of the methodology, a consideration of "credits" is integral to the development of a legally defensible development impact fee methodology. There are two types of "credits" with specific characteristics, both of which should be addressed in development impact fee studies and ordinances.

- First, a revenue credit might be necessary if there is a double payment situation and other revenues are contributing to the capital costs of infrastructure to be funded by impact fees. This type of credit is integrated into the impact fee calculation, thus reducing the fee amount.
- Second, a site-specific credit or developer reimbursement might be necessary for dedication of land or construction of system improvements funded by impact fees. This type of credit is addressed in the administration and implementation of the impact fee program.

SERVICE/BENEFIT AREA

Based on projected growth and available school capacity, over the next ten years there are capacity needs in the school attendance zones south of the Broad River. However, over the next ten years there are no capacity needs projected in the school attendance zones north of the Broad River. To ensure the development impact fee study is meeting the required "rational nexus", **TischlerBise recommends a development impact fee in only the South of the Broad Service Area**. By only applying the development impact fee to new growth in the South, new residents in the South will be certain that they are receiving a benefit from the fee. **Furthermore, new residents in the North will not be charged a fee without receiving a benefit.**

Figure 1. Map of Service Areas

MAXIMUM SUPPORTABLE IMPACT FEE SCHEDULE

As documented in this report, the Beaufort County School District has complied with the South Carolina Development Impact Fee Act and applicable legal precedents. The development impact fees proposed are proportionate and reasonably related to capital improvement demands of new development. Specific costs have been identified using local data and current dollars. This report documents the formulas and input variables used to calculate the school impact fees. Development impact fee methodologies also identify the extent to which new development is entitled to various types of credits to avoid potential double payment of growth-related capital costs.

School development impact fees are applied only to residential development and are per housing unit, reflecting the proportionate demand by type of unit. The amounts shown are "maximum supportable" amounts based on the methodologies, levels of service, and costs for the capital improvements identified herein. The fees represent the highest amount feasible for each type of applicable development, which represent new growth's fair share of the school capital costs detailed in this report. The District, through Beaufort County, can adopt amounts that are lower than the maximum amounts shown; however, a

reduction in fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in the School District's level of service.

Figure 2 provides the maximum supportable school development impact fees for the Beaufort County School District in the South Service Area. For a single family unit, the maximum supportable fee amount is $9,535 per unit. For a multifamily unit, the maximum supportable development impact fee amount is $4,508.

Figure 2. Maximum Supportable School Development Impact Fees – South Service Area

Maximum Supportable School Impact Fee				
Housing Type	*Elementary (K-5)*	*Middle (6-8)*	*High (9-12)*	**Maximum Supportable Fee**
Single Family	$3,635	$2,229	$3,671	**$9,535**
Multifamily	$2,350	$891	$1,267	**$4,508**

A note on rounding: calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using one, two, and three digit places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

STUDENT GENERATION RATES AND PROJECTED ENROLLMENT

STUDENT GENERATION RATES

Section 6-1-960(3) of the South Carolina Development Impact Fee Act requires:

> *"a definitive table establishing the specific service unit for each category of system improvements and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural, and industrial, as appropriate."*

Demand for additional school capacity will come from new residential development. To determine the level of this demand, student generation rates are used as the "service unit" for the school development impact fees. The term "student generation rate" refers to the number of non-charter, public school students per housing unit within the Beaufort County School District. Public school students are a subset of school-aged children, which includes students in private schools and home-schooled children. Student generation rates are important demographic factors that help account for variations in demand for school facilities by type of housing. Students per housing unit are held constant over the projection period since the impact fees represent a "snapshot approach" of current levels of service and costs.

Student generation rates for the Beaufort County School District were developed by TischlerBise, based on housing unit and person data provided by the U.S. Census Bureau, 5-Year American Community Survey Public Use Microdata (2017). The results from the public use microdata is countywide, so student generation rates were scaled proportionately to the South Service Area based on persons per housing unit. The housing unit types that will be used in the impact fee calculations are (1) Single Family and (2) Multifamily. Student generation rates are listed by housing type below in Figure 3. Indicated in the figure, a single family unit is estimated to generate a total of .236 students, with .106 in elementary grades, .056 in middle school grades, and .074 in high school grades. As expected, a multifamily unit has a lower generation rate than a single family unit.

Figure 3. Student Generation Rates by Housing Type – South Service Area

Housing Type	Elem. (K-5)	Middle (6-8)	High (9-12)	All Grade
Single Family	0.106	0.056	0.074	0.236
Multifamily	0.069	0.023	0.026	0.117

Source: US Census Bureau, 5-Year 2017 American Community Survey PUMS data for South Carolina PUMA 01400; TischlerBise analysis

STUDENT ENROLLMENT PROJECTIONS

Section 6-1-960(6) of the South Carolina Development Impact Fee Act requires:

> *"the total number of service units necessitated by and attributable to new development within the service area, based on the land use assumptions and calculated in accordance with generally accepted engineering or planning criteria."*

Furthermore, the Beaufort County School District offers a Choice program that allows students to choose a learning program that fits a specific learning style or interest. This allows students to enroll in schools outside of their assigned school for the choice program of that school. To have the capacity in schools to offer the Choice program, the District has chosen to follow best practices and established a districtwide and clusterwide **capacity goal of 85%.** The capacity goal to adequately provide the Choice program is included in the following tables under the Choice Capacity column.

Included in the District's *FY2020-2029 Ten-Year Plan and Capital Budget*, there are 5,759 elementary students and a capacity of 7,049 seats, an 82 percent utilization. Furthermore, to allow for the Choice Program to continue capacity levels must stay below 85 percent. According to the District's *Ten-Year Plan*, student enrollment is projected to increase at a 2 percent annual growth rate in the South Service Area. Shown in Figure 4, the elementary school enrollment is projected to nearly each current available capacity. Also, the projected increase in students exceeds the thresholds for the Choice Program.

Note: the current enrollment listed in Figure 4 differs from the enrollment used in the level of service calculations. Figure 4 data is listed to illustrate the future need from new students, while the enrollment used in the level of service is more recent and reflects a student total 45 days after the school year began.

Figure 4. Projected South Service Area Elementary School Enrollment

Beaufort County School District - Elementary					
Year		Total Capacity	Enrollment	Total Capacity Utilization	Choice Program Capacity Utilization [1]
Base	2019	7,049	5,759	82%	96%
1	2020	7,049	5,885	83%	98%
2	2021	7,049	5,980	85%	100%
3	2022	7,049	6,109	87%	102%
4	2023	7,049	6,177	88%	103%
5	2024	7,049	6,301	89%	105%
6	2025	7,049	6,427	91%	107%
7	2026	7,049	6,555	93%	109%
8	2027	7,049	6,686	95%	112%
9	2028	7,049	6,820	97%	114%
10	2029	7,049	6,956	99%	116%

[1] Choice capacity is the building capacity the District needs to keep all schools available for the Choice program, using the 85 percent recommendation

Source: Beaufort County School District FY2020-2029 Ten-Year Plan and Capital Budget

Listed in Figure 5, there are 3,130 middle students and a capacity of 3,329 seats, a 94 percent utilization. At the current level, the Choice Program cannot continue because the capacity utilization level has exceeded 85 percent. Based on the annual average growth rate, the middle school enrollment is projected to exceed current capacity by 478 students, a capacity utilization of 114 percent.

Note: the current enrollment listed in Figure 5 differs from the enrollment used in the level of service calculations. Figure 5 data is listed to illustrate the future need from new students, while the enrollment used in the level of service is more recent and reflects a student total 45 days after the school year began.

Figure 5. Projected South Service Area Middle School Enrollment

Beaufort County School District - Middle					
Year		Total Capacity	Enrollment	Total Capacity Utilization	Choice Program Capacity Utilization [1]
Base	2019	3,329	3,130	94%	111%
1	2020	3,329	3,301	99%	117%
2	2021	3,329	3,307	99%	117%
3	2022	3,329	3,300	99%	117%
4	2023	3,329	3,380	102%	119%
5	2024	3,329	3,448	104%	122%
6	2025	3,329	3,517	106%	124%
7	2026	3,329	3,587	108%	127%
8	2027	3,329	3,659	110%	129%
9	2028	3,329	3,732	112%	132%
10	2029	3,329	3,806	114%	135%

[1] Choice capacity is the building capacity the District needs to keep all schools available for the Choice program, using the 85 percent recommendation

Source: Beaufort County School District FY2020-2029 Ten-Year Plan and Capital Budget

Listed in Figure 6, there are 4,032 high students and a capacity of 4,216 seats, a 96 percent utilization. At the current level, the Choice Program cannot continue because the capacity utilization level has exceeded 85 percent. Based on the annual average growth rate, the high school enrollment is projected to exceed current capacity by 829 students, a capacity utilization of 120 percent.

Note: the current enrollment listed in Figure 6 differs from the enrollment used in the level of service calculations. Figure 6 data is listed to illustrate the future need from new students, while the enrollment used in the level of service is more recent and reflects a student total 45 days after the school year began.

Figure 6. Projected South Service Area High School Enrollment

Beaufort County School District - High					
Year		Total Capacity	Enrollment	Total Capacity Utilization	Choice Program Capacity Utilization [1]
Base	2019	4,216	4,032	96%	113%
1	2020	4,216	4,190	99%	117%
2	2021	4,216	4,369	104%	122%
3	2022	4,216	4,530	107%	126%
4	2023	4,216	4,480	106%	125%
5	2024	4,216	4,570	108%	128%
6	2025	4,216	4,661	111%	130%
7	2026	4,216	4,754	113%	133%
8	2027	4,216	4,849	115%	135%
9	2028	4,216	4,946	117%	138%
10	2029	4,216	5,045	120%	141%

[1] Choice capacity is the building capacity the District needs to keep all schools available for the Choice program, using the 85 percent recommendation

Source: Beaufort County School District FY2020-2029 Ten-Year Plan and Capital Budget

These projections differ from a recently published report conducted by McKibben Demographics. In the *Beaufort County Schools, SC Demographic Study* (2019) a similar analysis as the District's *Ten-Year Plan and Capital Budget* was conducted; however, different projections resulted. In the demographic study, it is projected that the District will lose 142 students over the next ten years. A consequence of such results would be that no new schools or school expansions would be necessary to accommodate future growth. This is inconsistent with the current growth being observed, the District's Capital Improvement Plan, and the projected housing growth in Beaufort County (TischlerBise is performing a Development Impact Fee Study for Beaufort County in conjunction with this study). Therefore, it was determined that the Development Impact Fee Study's enrollment projections would be consistent with those in the District's Capital Improvement Plan.

SCHOOL LEVEL OF SERVICE

OVERVIEW OF CURRENT SCHOOL FUNDING ARRANGEMENTS

Section 6-1-960(8) of the South Carolina Development Impact Fee Act requires:

> *"identification of all sources and levels of funding available to the governmental entity for the financing of the system improvements."*

In South Carolina, the construction of schools is largely the responsibility of each School District. In the case of the Beaufort County School District, the District is 100% responsible for the funding of new school capacity. Historically, the District has funded new school construction through the issuance of bonds, backed by property tax revenue. South Carolina's State Constitution allows government entities to issue bonds to fund capital projects (construction of new schools and improvements to existing schools). The District has never collected development impact fees on new construction of residential units. The District is interested in adopting school development impact fees and applying the revenue to reduce the amount of principal the District needs to bond to construct needed school facilities in the future. In order to lessen the burden on existing residents and businesses of funding growth-related school capacity needs, the District has determined a development impact fee structure needs to be implemented to reflect current levels of service and costs.

SCHOOL FACILITY LEVEL OF SERVICE STANDARDS

Section 6-1-960(1) of the South Carolina Development Impact Fee Act requires:

> *"a general description of all existing facilities and their existing deficiencies, within the service area or areas of the governmental entity, a reasonable estimate of all costs, and a plan to develop the funding resources, including existing sources of revenues, related to curing existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding, or replacing of these facilities to meet existing needs and usage."*

Section 6-1-960(2) of the South Carolina Development Impact Fee Act requires:

> *"an analysis of total capacity, the level of current usage, and commitments for usage of capacity of existing public facilities, which must be prepared by a qualified professional using generally accepted principles and professional standards."*

This section provides current inventories of elementary, middle, and high schools in the South Service Area of Beaufort County School District. The data contained in these tables are used to determine infrastructure standards for school buildings and sites on which the development impact fees are based. School buses are included in this analysis as well.

South Service Area Elementary Schools

The inventory and current levels of service for elementary schools in the South Service Area are shown below in Figure 7. As indicated, elementary school buildings have a total of 831,765 square feet of building

floor area on 207.6 acres. Total enrollment in all elementary schools (ES) for the 2018-2019 school year is 5,914 and total capacity is 7,049. In the 2018-2019 school year, capacity utilization for the elementary schools in the South is 84 percent.

Levels of service are shown for buildings and land for elementary schools at the bottom of Figure 7. Levels of service are calculated by dividing the amount of infrastructure by total enrollment and capacity. For example, 831,765 square feet of school building space is divided by a capacity of 7,049 students to arrive at 117.99 square feet per student.

Since elementary schools overall are currently operating under capacity, there are no existing deficiencies. Therefore, *the level of service standard on which the impact fees are based is calculated using existing capacity* (shaded in Figure 7). This ensures new development is not charged for a higher level of service than what is currently provided or what is planned to be provided, using a level of service that is based on capacity represents the level of service the District provides (or will ultimately provide). Levels of service differ when calculated based on enrollment and capacity. For example, the building square footage level of service is 140.64 square feet per student when based on enrollment versus a level of service of 117.99 square feet per student when based on capacity.

Current levels of service are:

- **Buildings: 117.99 square feet per student**
- **Land: 0.0295 acres per student**

Figure 7. Elementary School Inventory – South Service Area

Facility	Building Sq Ft	Acreage	2019 Enrollment	Capacity	Utilization
HHI-ECC	47,010	9.1	273	314	87%
HHIES	163,591	28.6	890	1,128	79%
HHI-SCA	118,543	23.4	644	921	70%
Bluffton ES	73,843	23.3	619	866	71%
Michael C. Riley ES	64,080	25.8	682	849	80%
Okatie ES	85,022	45.4	571	632	90%
Pritchardville ES	101,149	23.8	850	880	97%
Red Cedar ES	88,487	12.2	588	704	84%
River Ridge Academy	90,040	16.1	797	755	106%
Total	**831,765**	**207.6**	**5,914**	**7,049**	**84%**

Elementary School Levels of Service	*Building SF*	*Land*
LOS per Student (current enrollment)	140.64	0.0351
LOS per Student (current capacity)	**117.99**	**0.0295**

Source: Beaufort County School District. Enrollment totals reflect attendance 45 days into the school year.

South Service Area Middle Schools

The inventory and current levels of service for middle schools are shown in Figure 8. As indicated, middle school buildings have a total of 450,872 square feet of gross floor area on approximately 100.7 acres. Total

enrollment in all middle schools for the 2018-2019 school year is 2,997 and total capacity is 3,329. Overall, middle schools are operating at 90 percent capacity utilization.

Levels of service are shown for buildings and land for middle schools at the bottom of Figure 8. Since middle schools overall are currently operating under capacity, there are no existing deficiencies. Therefore, *the level of service standard on which the impact fees are based is calculated using existing capacity* (shaded in Figure 8). Levels of service are calculated by dividing the amount of infrastructure by capacity. For example, 450,872 square feet of school building space is divided by middle school total capacity of 3,329 students to arrive at 135.45 square feet per student.

Current levels of service are:

- **Buildings: 135.68 square feet per student**
- **Land: 0.0303 acres per student**

Figure 8. Middle School Inventory – South Service Area

Facility	Building Sq Ft	Acreage	2019 Enrollment	Capacity	Utilization
Hilton Head MS	133,565	25.5	1,023	1,007	102%
Bluffton MS	139,215	41.9	784	1,035	76%
River Ridge Academy	45,020	8.1	399	378	106%
H.E. McCracken MS	133,072	25.2	791	909	87%
TOTAL	**450,872**	**100.7**	**2,997**	**3,329**	**90%**

Middle School Levels of Service	*Building SF*	*Land*
LOS per Student (current enrollment)	150.46	0.0336
LOS per Student (current capacity)	**135.45**	**0.0303**

Source: Beaufort County School District. Enrollment totals reflect attendance 45 days into the school year.

South Service Area High Schools

The inventory and current levels of service for high schools are shown in Figure 9. As indicated, high school buildings have a total of 653,384 square feet of gross floor area on approximately 299.4 acres. Total enrollment in all high schools for the 2018-2019 school year is 3,876 and total capacity is 4,216. Overall, high schools are operating at 92 percent capacity.

Levels of service are shown for buildings and land for high schools at the bottom of Figure 9. Since high schools overall are currently operating under capacity, there are no existing deficiencies. Therefore, *the level of service standard on which the impact fees are based is calculated using existing capacity* (shaded in Figure 9). Levels of service are calculated by dividing the amount of infrastructure by capacity. For example, 653,384 square feet of school building space is divided by high school total capacity of 4,216 students to arrive at 154.98 square feet per student.

Current levels of service are:

- **Buildings: 154.98 square feet per student**
- **Land: 0.071 acres per student**

Figure 9. High School Inventory – South Service Area

Facility	Building Sq Ft	Acreage	2019 Enrollment	Capacity	Utilization
Hilton Head HS	231,768	35.0	1,300	1,382	94%
Bluffton HS	183,000	39.8	1,219	1,434	85%
May River HS	238,616	224.5	1,357	1,400	97%
TOTAL	**653,384**	**299.4**	**3,876**	**4,216**	**92%**

High School Levels of Service	*Building SF*	*Land*
LOS per Student (current enrollment)	168.57	0.0772
LOS per Student (current capacity)	**154.98**	**0.0710**

Source: Beaufort County School District. Enrollment totals reflect attendance 45 days into the school year.

School Buses

The District owns a fleet of buses, which will need to be expanded to accommodate enrollment. The District's current fleet includes 57 buses, which have a purchase price of $100,000. The bus fleet operates on a districtwide basis, so the level of service must be calculated as such. When the number of buses is compared to the current districtwide enrollment of 20,629, the level of service standard is 0.0028 buses per student.

Figure 10. Beaufort County School District Buses

Vehicle Type	District Owned Units	District Enrollment	Buses per Student
School Buses	57	20,629	**0.0028**

Source: Beaufort County School District. Enrollment totals reflect attendance 45 days into the school year.

SCHOOL IMPACT FEE CALCULATION

METHODOLOGY

The Beaufort County School District school development impact fee methodology is based on current average public school student generation rates, level of service standards, and local costs. The school development impact fees use an incremental expansion approach, which documents the current level of service for public facilities in both quantitative and qualitative measures. The intent is to use development impact fee revenue to expand or provide additional capital school facilities, as needed to accommodate new development, based on the current level of service and cost to provide capital improvements. All school levels are included in the development impact fees. Costs for school buildings, land for school sites, and school buses are included in the fee. Finally, credits for future principal payments towards debt is included.

SERVICE/BENEFIT AREA

Based on projected growth and available school capacity, over the next ten years there are capacity needs in the school attendance zones south of the Broad River. However, over the next ten years there are no capacity needs projected in the school attendance zones north of the Broad River. To ensure the development impact fee study is meeting the required "rational nexus", **TischlerBise recommends a development impact fee in only the South of the Broad Service Area**. By only applying the development impact fee to new growth in the South, new residents in the South will be certain that they are receiving a benefit from the fee. **Furthermore, new residents in the North will not be charged a fee without receiving a benefit.**

COST ASSUMPTIONS

The Beaufort County School District is responsible for 100% of new school construction costs. The construction cost assumptions are based on estimates provided by the Beaufort County School District staff. The estimated cost assumptions are $300 per square foot for school construction, $100,000 per acre of land, and $100,000 per school bus.

Figure 11. Facility Cost Assumptions

Facility Type	Cost
School Construction (per sq. ft.)	$300
School Land (per acre)	$100,000
School Bus	$100,000

Source: Beaufort County School District

CREDITS FOR FUTURE PRINCIPAL PAYMENTS ON EXISTING SCHOOL IMPROVEMENTS

Section 6-1-990(B)(3) of the South Carolina Development Impact Fee Act requires and analysis of:

"extent to which the new development contributes to the cost of system improvements"

Because the Beaufort County School District debt-financed recent school capacity expansions, a credit is included for future principal payments on outstanding debt. A credit is necessary since new residential units that will pay the development impact fee will also contribute to future principal payments on this remaining debt through property taxes. A credit is not necessary for interest payments because interest costs are not included in the development impact fee. This credit for outstanding debt is credited to residential development at a rate of 35.1 percent, which is the residential percentage of the overall taxable value of real property within the Beaufort County School District.

Figure 12. Beaufort County Assessed Value by Property Type

Property Type	Assessed Value	% of Total
Owner Occupied	$589,917,460	35.1%
Commercial/Rental Property	$1,024,726,380	61.0%
Manufacturing	$2,278,944	0.1%
Fee-in-Lieu	$6,753,302	0.4%
Utility	$54,885,480	3.3%
Total	$1,678,561,566	100.0%

Source: Beaufort County School District CAFR 2018

As shown in Figure 13, outstanding debt from school capacity expansion projects allocated to residential development is estimated at approximately $102 million. Annual principal payments are divided by student enrollment in each year to determine a per student credit. For example, in 2020, the total principal paid by the residential tax base ($11,452,077) is divided by projected enrollment of 21,387 for a payment per student of $535. To account for the time value of money, annual payments per student are discounted using a net present value formula based on an average interest rate of 2.5%. The total net present value of future principal payments per student is $4,053. This amount is subtracted from the gross capital cost per student to derive a net capital cost per student.

Figure 13. Credit for Future Principal Payments on Existing Debt

Year	Principal Payment	Residential 35.1%	Total Enrollment	Payment per Pupil
2019	$35,961,000	$12,622,311	20,970	$602
2020	$32,627,000	$11,452,077	21,387	$535
2021	$32,212,621	$11,306,630	21,530	$525
2022	$28,129,000	$9,873,279	21,769	$454
2023	$29,482,000	$10,348,182	21,698	$477
2024	$19,430,000	$6,819,930	21,902	$311
2025	$19,430,000	$6,819,930	22,113	$308
2026	$19,430,000	$6,819,930	22,330	$305
2027	$19,430,000	$6,819,930	22,553	$302
2028	$19,430,000	$6,819,930	22,784	$299
2029	$6,685,000	$2,346,435	23,021	$102
2030	$6,685,000	$2,346,435	23,251	$101
2031	$6,685,000	$2,346,435	23,483	$100
2032	$6,685,000	$2,346,435	23,718	$99
2033	$6,685,000	$2,346,435	23,955	$98
2034	$1,855,000	$651,105	24,195	$27
Total	$290,841,621	$102,085,409		$4,647
			Discount Rate	2.50%
			Total Credit per Pupil	**$4,053**

Source: Beaufort County School District CAFR 2018

CREDIT FOR 2019 BOND REFERENDUM

The recent voter approved bond referendum will help the District improve school safety, renovate facilities, and add classroom space to address enrollment growth. To ensure that new residents are not double paying for capital improvements, a credit is included in the impact fee analysis.

In summary, the bond referendum included two ballot questions to the voters, and both were approved. There is $26 million of capacity increasing projects districtwide. The bond will be repaid with property tax revenue and to attribute the appropriate amount of the future payments to residential development, the current percentage of the countywide assessed value is applied (35.1 percent).

Figure 14. Countywide Property Assessed Value

Property Type	Assessed Value	Percent
Owner Occupied	$589,917,460	35.1%
Commercial/Rental Property	$1,024,726,380	61.0%
Manufacturing	$2,278,944	0.1%
Fee-in-Lieu	$6,753,302	0.4%
Utility	$54,885,480	3.3%
Total	$1,678,561,566	100.0%

Source: Beaufort County School District CAFR 2018

A payment schedule is not yet available, so listed in Figure 15, TischlerBise has estimated the future payments of the bond based on a 20-year schedule. Annual principal payments are divided by student enrollment in each year to determine a per student credit. For example, in 2020, the principal paid by the residential tax base ($1,017,825) is divided by projected enrollment of 21,387 for a payment per student of $17. To account for the time value of money, annual payments per student are discounted using a net present value formula based on an average interest rate of 2.5%. The total net present value of future principal payments per student is $301. This amount is subtracted from the gross capital cost per student to derive a net capital cost per student.

Figure 15. Credit for 2019 Bond Referendum

Year	Principal Payment	Residential 35.1%	Total Enrollment	Payment per Pupil
2020	$1,017,825	$357,257	21,387	$17
2021	$1,043,271	$366,188	21,530	$17
2022	$1,069,353	$375,343	21,769	$17
2023	$1,096,087	$384,726	21,698	$18
2024	$1,123,489	$394,345	21,902	$18
2025	$1,151,576	$404,203	22,113	$18
2026	$1,180,365	$414,308	22,330	$19
2027	$1,209,874	$424,666	22,553	$19
2028	$1,240,121	$435,283	22,784	$19
2029	$1,271,124	$446,165	23,021	$19
2030	$1,302,902	$457,319	23,251	$20
2031	$1,335,475	$468,752	23,483	$20
2032	$1,368,862	$480,471	23,718	$20
2033	$1,403,083	$492,482	23,955	$21
2034	$1,438,161	$504,794	24,195	$21
2035	$1,474,115	$517,414	24,437	$21
2036	$1,510,967	$530,350	24,681	$21
2037	$1,548,742	$543,608	24,928	$22
2038	$1,587,460	$557,199	25,177	$22
2039	$1,627,147	$571,128	25,429	$22
Total	$26,000,000	$9,126,000		$391
			Discount Rate	2.50%
			Total Credit per Pupil	**$301**

Source: TischlerBise estimated payment schedule

School Development Impact Fee Input Variables

Factors used to derive the Beaufort County School District's school development impact fees are summarized in Figure 16. Development impact fees for schools are based on student generation rates (i.e., public school students per housing unit) and are only assessed on residential development. Level of service standards are based on current costs per student for school buildings, school land, and school buses, as described in the previous sections and summarized below.

The gross capital cost per student is the sum of the cost per student for each component. For example, for the elementary school portion, the calculation is as follows: *$35,397 [building construction] + $2,950 [land] + $280 [buses] = $38,627 gross capital cost per student.*

The net local capital cost per student is the sum of the gross capital cost per student and the recommended credits. Continuing with the elementary school example, the calculation is as follows: *$38,627 [gross capital cost per student] - $4,053 [credit for future payments on existing debt service principal] - $301 [credit for future payments on 2019 bond referendum] = $34,273 net local capital cost per student*. The same approach is followed for middle schools and high schools.

Figure 16. School Development Impact Fee Input Variables

Student Generation Rates [1]	School Level			
Housing Type	*Elementary (K-5)*	*Middle (6-8)*	*High (9-12)*	*Total*
Single Family	0.106	0.056	0.074	0.236
Multifamily	0.069	0.023	0.026	0.117

Current Level of Service Standards			
	Elementary	*Middle*	*High*
School Floor Area per Student (sq. ft.)	117.99	135.45	154.98
School Cost per Sq. Ft. [2]	$300	$300	$300
School Construction Cost per Student	**$35,397**	**$40,635**	**$46,494**
School Land per Student (acres)	0.0295	0.0303	0.071
Land Cost per Acre [2]	$100,000	$100,000	$100,000
Land Cost per Student	**$2,950**	**$3,030**	**$7,100**
District Owned Buses per Student	0.0028	0.0028	0.0028
Cost per School Bus [2]	$100,000	$100,000	$100,000
School Bus Cost per Student	**$280**	**$280**	**$280**
Total Gross Capital Cost per Student	**$38,627**	**$43,945**	**$53,874**
Credit for Existing Debt per Student	$4,053	$4,053	$4,053
Credit fof 2019 Bond per Student	$301	$301	$301
Total Net Local Capital Cost Per Student	**$34,273**	**$39,591**	**$49,520**

[1] Source: US Census Bureau, 5-Year 2017 American Community Survey PUMS data for South Carolina PUMA 01400; TischlerBise analysis
[2] Source: Beaufort County School District

Maximum Supportable School Development Impact Fees

Figure 17 shows the schedule of maximum supportable development impact fees for the South of the Broad Service Area. The development impact fees are calculated by multiplying the student generation rate for each housing type (shown in Figure 3) by the net capital cost per student for each type of school. Each component is then added together to derive the total school development impact fee.

For example, for a single family unit, the elementary school portion of the development impact fee is calculated by multiplying the student generation rate of .106 by the net local capital cost per elementary student of $34,273, which results in a fee of $3,635 per single family unit. This is repeated for the other school levels. Totals for the three school levels of the development impact fee are added together to calculate the total fee per single family unit of $9,535 ($3,635 + $2,229 + $3,671 = $9,535). This is repeated for the multifamily housing types.

Figure 17. Maximum Supportable School Development Impact Fees – South of the Broad Service Area

Maximum Supportable School Impact Fee				
Housing Type	*Elementary (K-5)*	*Middle (6-8)*	*High (9-12)*	**Maximum Supportable Fee**
Single Family	$3,635	$2,229	$3,671	**$9,535**
Multifamily	$2,350	$891	$1,267	**$4,508**

PROJECTED REVENUE FROM MAXIMUM SUPPORTABLE DEVELOPMENT IMPACT FEE

Over the next ten years, there are 10,929 housing units are projected in the South Service Area. Estimated revenue is projected by applying the fee amounts to the projected housing growth. For example, single family development generates $75.3 million ($9,535 x 7,898 housing units = $75,304,749). In total, the development impact fee is estimated to generated $89 million.

Figure 18. Projected Revenue from Maximum Supportable Development Impact Fee

Projected Development Impact Fee Revenue

		Single Family $9,535 per unit	Multifamily $4,508 per unit
Year		**Housing Units**	**Housing Units**
Base	2019	44,852	15,253
Year 1	2020	45,642	15,555
Year 2	2021	46,431	15,858
Year 3	2022	47,221	16,160
Year 4	2023	48,009	16,464
Year 5	2024	48,798	16,767
Year 6	2025	49,588	17,069
Year 7	2026	50,377	17,372
Year 8	2027	51,166	17,675
Year 9	2028	51,955	17,978
Year 10	2029	52,750	18,283
Ten-Year Increase		7,898	3,031
Projected Revenue		$75,304,749	$13,662,761
	Projected Revenue =>		**$88,967,511**

CAPITAL IMPROVEMENT PLAN

PLANNED CAPACITY PROJECTS

Section 6-1-960(9) of the South Carolina Development Impact Fee Act requires:

> *"a schedule setting forth estimated dates for commencing and completing construction of all improvements identified in the capital improvements plan."*

Figure 19 lists the capacity-related projects the Beaufort County School District has planned for the next ten years in the South of the Broad Service Area. Along with school expansion projects, there are several new schools listed in the Capital Improvement Plan to accommodate future growth. The projects total $164 million.

Figure 19. South of the Broad Beaufort County School District Planned Capacity Projects

Project Description	Location	Service Area	Year	Amount
Nine Mobile Classrooms	District Level	Districtwide	2020	$1,378,125
Thirteen Mobile Classrooms	District Level	Districtwide	2021	$2,257,369
Classroom Wing Addition	River Ridge Academy	South	2021	$3,818,715
CATE Building	Bluffton HS	South	2022	$5,445,392
Land Purchase for Future School Site	District Level	Districtwide - anticipated in South	2022	$8,103,375
New Wing Addition	May River HS	South	2022	$15,327,534
Four Classrooms	River Ridge Academy	South	2022	$2,686,269
New School (PK-8)	District Level	Districtwide - anticipated in South	2023	$53,800,600
New School Classroom Addition	District Level	Districtwide - anticipated in South	2025	$16,459,568
New School or School Expansion (PK-8)	District Level	Districtwide - anticipated in South	2026	$50,197,103
Additional Classrooms	Hilton Head HS	South	2026	$4,127,503
			Total	**$163,601,553**

Source: Beaufort County School District 10-Year Capital Improvement Plan

APPENDIX A: HOUSING AFFORDABILITY ANALYSIS

In accordance with the South Carolina Development Impact Fee Act (Code of Laws of South Carolina, Title 6, Article 9, Chapter 1), this appendix estimates the effects of imposing the proposed school development impact fee on the affordability of housing in the Beaufort County School District. The analysis will examine the current household income and housing expenses that burden an average household in the **South of the Broad Service Area**. Next, the maximum school development impact fee will be included in the cost burden analysis to identify the effect the proposed school impact fee will have on affordable housing in the service area.

SOUTH CAROLINA DEVELOPMENT IMPACT FEE ACT

Affordable housing is defined in the South Carolina Development Impact Fee Act as housing to families whose incomes do not exceed 80% of the median income for the service area or areas within the jurisdiction of the governmental entity. The Act does not mention a preferred methodology to examine the household's whose income does not exceed 80% of the median income. Therefore, the analysis uses the US Housing and Urban Development's (HUD) criteria that housing costs should be 30% or less of a household's income. The cost of housing is "moderately burdensome" if its cost burden is over 30% and "severely burdensome" if the ratio is over 50%.

MAXIMUM SUPPORTABLE SCHOOL DEVELOPMENT IMPACT FEE

The school impact fees found in Figure 20 are new development's fair share of the cost to provide additional school capacity in the Beaufort County School District. The District may recommend, and Beaufort County may adopt on the District's behalf fees that are less than the amounts shown. However, a reduction in impact fee revenue will necessitate an increase in other revenues, a decrease in planned capital expenditures, and/or a decrease in levels of service. The housing affordability analysis will assume a conservative condition for assessing the effect of the impact fee on affordable housing in the Beaufort County School District (i.e. the maximum supportable impact fee amount). If the County Council were to choose a lower impact fee amount, the results presented in this report would improve.

Figure 20. Maximum Supportable School Development Impact Fee – South of the Broad Service Area

Maximum Supportable School Impact Fee				
Housing Type	*Elementary (K-5)*	*Middle (6-8)*	*High (9-12)*	**Maximum Supportable Fee**
Single Family	$3,635	$2,229	$3,671	**$9,535**
Multifamily	$2,350	$891	$1,267	**$4,508**

HOUSING STOCK

Listed in Figure 21, there are a total of 62,583 housing units in the South of the Broad Service Area. Of the total, 66 percent are occupied by permanent residents. Additionally, there are 31,806 owner-occupied households and 9,581 renter-occupied households. The majority (82 percent) of the housing in the service area is single family units.

Figure 21. Housing Stock Characteristics – South of the Broad

Units in Structure	Owner-Occupied		Renter-Occupied		Renter & Owner Combined				
	Persons	Hsehlds	Persons	Hsehlds	Persons	Hsehlds	Hsg Units	PPHH	PPHU
Single family [1]	68,284	29,554	14,395	4,270	82,679	33,824	44,748	2.44	1.85
2 to 4	917	502	2,333	905	3,250	1,407	2,539	2.31	1.28
5 or more	2,981	1,750	10,370	4,406	13,351	6,156	15,296	2.17	0.87
Total	**72,182**	**31,806**	**27,098**	**9,581**	**99,280**	**41,387**	**62,583**	**2.40**	**1.59**

Vacant HU	21,196
Occupancy Rate	66%

Summary by Type of Housing	Totals						
	Persons	Hsehlds	Hsg Units	PPHH	PPHU	Hhld Mix	Hsg Mix
Single Family [1]	82,679	33,824	44,748	2.44	1.85	82%	72%
Multifamily [2]	16,601	7,563	17,835	2.20	0.93	18%	28%
Total	**99,280**	**41,387**	**62,583**	**2.40**	**1.59**	**100%**	**100%**

[1] Includes attached and detached single family homes and mobile homes

[2] Includes all other types

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

HOUSEHOLD INCOME

The purchasing power of southern residents to secure housing is represented by personal income. Personal income includes all wages, tips, and bonuses from employment, as well as retirement income earned from a pension plan or retirement account. In the analysis, household income represents all residents living in the housing unit, no matter relationship. From the US Census Bureau American Community Survey, in 2018 the median annual household income for owner-occupied household in the South Service Area was $80,527. By using the US Bureau of Labor Statistics' CPI Calculator, the current household income is estimated at $81,934. The annual income for a household making 80 percent of the area's median is $65,547, or $5,462 per month. This is done for renter-occupied households as well.

Figure 22. Median Household Income – South of the Broad

Tenure	Median Annual Hsehold Income (2018)	Median Annual Hsehold Income (2020)	Household Income Factor	80% of Median Annual Income	Monthly Income
Owner-occupied	$80,527	$81,934	80%	$65,547	**$5,462**
Renter-occupied	$49,220	$50,080	80%	$40,064	**$3,339**

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates; U.S. Bureau of Labor Statistics CPI Calculator

Note: American Community Survey data represents information as of June, 2018. CPI calculator calculates median income to March, 2020 dollars.

COST OF HOMEOWNERSHIP

The analysis uses seven categories to calculate the baseline cost of homeownership in the South Service Area: purchase price; mortgage payment; property tax; solid waste collection fee; water, sewer and electric utilities; telephone, cable and internet utilities; and homeowners insurance.

Furthermore, monthly household costs vary across the service area. To address this variation, when possible the analysis applies an average. The following section details the costs included.

Purchase Price

The median home value is used to estimate the purchase price of a home. The American Community Survey estimates that the median value of a home in the South Service Area in 2018 was $364,583 (US Census Bureau, 2014-2018 American Community Survey 5-Year Estimates). With the US Bureau of Labor Statistics' CPI Calculator, the current home value is estimated to be $370,956.

There are several different impact fees that exist in the South of the Broad Service Area. The average impact fee for Beaufort County, municipalities, and fire districts is estimated at $4,124. Taking a conservative approach, the full impact fee amount is added to the purchasing price, resulting in the purchasing price increasing to $375,080.

Mortgage Payment

A conventional, fixed-rate 30-year mortgage is assumed to estimate monthly costs of principle and interest on a home loan. The down payment for a loan is assumed to be 20 percent of the purchase price ($375,080 x 20% = $75,016). The loan amount for the mortgage is determined by subtracting the down payment from the purchase price ($375,080 - $75,016 = $300,064). An interest rate of 3.22 percent is assumed for the home purchase based on a survey of competitive interest rates in Beaufort County (www.bankrate.com). The monthly mortgage payment is $1,301.

Property Tax

To calculate annual property tax, homes in Beaufort County that are permanent residences are subject to 4 percent assessment ratio and a property tax millage rate. Depending on their location, residents are subject to a property tax for municipal services, school services, and fire services. The average total millage rate is 0.133. Assumed in the analysis, annual property tax for the average valued home is $1,998 ($375,080 x 4% x 0.133 = $1,998).

Solid Waste Collection Fee

Portion of the South Service Area require a resident to either transport their garbage to a refuse site or hire a private company. For this analysis, a weekly pick-up service was researched online. The service was found to cost an average of $17 per month (May River Disposal).

Water, Sewer, and Electric Utilities

From the Beaufort – Jasper Water & Sewer Authority, an average household consumes 7,000 gallons of water a month. By combining the water usage with the Authority's water rate, a monthly charge for water of $33.60 is estimated.

On average, a household generates 7,000 gallons of wastewater per month. Based on the sewer rates, a household that generates the average amount of wastewater will be charged the maximum amount, $55 per month.

Additionally, for an average household that uses 1,000 kilowatts of electricity per month, Dominion Energy charges $127.13.

As a result, the average monthly bill for these utilities is $216.

Telephone, Cable, and Internet Utilities

Spectrum is a provider of telephone, cable, and internet in Beaufort County. From their website, the three services costs $90 per month.

Homeowner's Insurance

Homeowner's insurance provides protection for the home and is generally required when a home has a mortgage. The average cost for homeowner's insurance in Beaufort County is estimated to be $800 per year (www.insurance.com).

Total Monthly Homeownership Cost

By compiling the month obligations, it is estimated that the monthly cost for homeownership is $1,857. At the end of this chapter the monthly costs are listed in Figure 25.

Cost of Renting

The cost of renting a home in the South of the Broad Service Area is estimated with data provided by the US Census Bureau. In 2018, the median gross rent (including all utilities and rental insurance) is estimated to be $1,298. With the US Bureau of Labor Statistics' CPI Calculator, the current cost of renting is estimated to be $1,320.

Cost Burden Analysis

The cost burden for affordable housing is measured as the ratio between monthly payments for housing (including property tax, fee, utilities, and insurance) and monthly gross household income. An analysis was conducted for residents that purchase a home and residents that rent a home. A cost burden ratio of 30 percent is used as the threshold to determine housing affordability in the South Service Area.

Scenario 1: Baseline Conditions

Figure 23 summarizes the cost burden analysis for residents purchasing or renting a median valued home without the proposed maximum supportable development impact fee included. Based on the results,

owner-occupied and renter-occupied housing costs are above the limit considered for affordability for households whose income is 80 percent of the County's median income.

Figure 23. Scenario 1: Cost Burden Analysis without Maximum Supportable Development Impact Fee

Occupancy	Monthly Income	Monthly Cost	Cost Burden
Owner-Occupied	$5,462	$1,857	**34.0%**
Renter-Occupied	$3,339	$1,330	**39.8%**

Scenario 2: Baseline Condition + Proposed Development Impact Fee

In the second scenario, the maximum supportable development impact fee is included into the cost burden analysis to highlight the effects the fee has on housing affordability. Indicated in Figure 21, owner-occupied housing units are predominately single family units and renter-occupied housings is mixed between the three categories (single family, 2 to 4 units, and 5 or more). Since the development impact fee is calculated by housing type, the owner-occupied housing unit will be assessed the fee a single family unit ($9,535) and the renter-occupied housing unit will be assessed the fee a multifamily unit ($3,431).

The analysis takes a conservative approach and assumes the purchase price of the median home is raised by the development impact fee. This ultimately increases the household's mortgage payment and property tax, see Figure 25. For renter-occupied housing units, the analysis assumes that the development impact fee will be recouped over 30 years by the landlord through an increase in monthly rent.

Listed in Figure 24, the monthly costs for owners and renters only marginally increases with the maximum supportable development impact fee. The cost burden for owner-occupied housing increases by 0.7 percentage points, while the increase in costs for renter-occupied housing increases the burden by 0.3 percent points.

Figure 24. Scenario 2: Cost Burden Analysis with Proposed Development Impact Fee

Occupancy	Monthly Income	Monthly Cost	Cost Burden
Owner-Occupied	$5,462	$1,894	**34.7%**
Renter-Occupied	$3,339	$1,339	**40.1%**

Conclusion

The South Carolina Development Impact Fee Act requires preparation of a report that estimates the effect of imposing development impact fees on affordability of housing in the jurisdiction. To calculate the effect, a household that earns 80 percent of the median income should have a cost burden ratio of 30 percent or less for housing. **This analysis has concluded that the maximum supportable development impact fee results in a marginal increase to the monthly cost for residents and that the increase is low enough that the existing cost burden is unaffected.** As noted, this analysis takes a conservative approach and assumes that the development impact fees are absorbed entirely by the home occupants. If the County Council were to choose a lower development impact fee amount, the results presented in this report would improve.

Figure 25. Cost of Homeownership – South of the Broad

	Monthly Payment Calculation	
	Scenario 1 Baseline Condition	**Scenario 2 Baseline Condition + Impact Fee**
Purchase Price	$375,080	$384,615
Down Payment	$75,016	$76,923
Loan Amount	$300,064	$307,692
Loan Length (Years)	30	30
Loan Length (Months)	360	360
Yearly Interest Rate	3.22%	3.22%
Monthly Interest Rate	0.27%	0.27%
Monthly Payment	$1,301	$1,334
Property Tax - County (per month)	$78	$80
Property Tax - City (per month)	$26	$26
Property Tax - School Debt (per month)	$40	$41
Property Tax - Fire (per month)	$23	$23
Solid Waste Collection Fee	$17	$17
Water, Sewer, Electric Utilities	$216	$216
Telephone, Cable, Internet Utilities	$90	$90
Homeowners Insurance	$67	$67
Monthly Cost	**$1,857**	**$1,894**

APPENDIX B: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Beaufort County will collect development fees from all new residential units. One-time development fees are determined by site capacity (i.e. number of residential units).

Single Family:

1. Single family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added, are counted in this category. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.
4. Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 210

Multifamily:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."
2. Boat, RV, Van, Etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.
3. Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 220, 221, 222

NONRESIDENTIAL DEVELOPMENT

The proposed general nonresidential development categories (defined below) can be used for all new construction within Beaufort County. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Retail: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Retail* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters, hotels, and motels.

- Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 820, 815, 823, 850, 875, 880

Office/Service: Establishments providing management, administrative, professional, or business services; By way of example, *Office/Service* includes banks, business offices, headquarter buildings, business parks, and research and development centers.

- Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 710, 712, 714, 720, 750, 770

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

- Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 110, 130, 150, 154, 160, 170

Institutional: Establishments providing management, administrative, professional, or business services; By way of example, *Institutional* includes assisted living facilities, nursing homes, hospitals, medical offices, veterinarian clinics, schools, universities, churches, daycare facilities, government buildings, and prisons.

- Examples of respective land use codes in the Institute of Transportation Engineers Trip Generation Manual, 2017: 520, 560, 565, 575, 580, 590

APPENDIX C: SOUTH CAROLINA DEVELOPMENT IMPACT FEE ACT

https://www.scstatehouse.gov/code/title6.php

March 22, 2019

CHAPTER 1

General Provisions

ARTICLE 9

Development Impact Fees

SECTION 6-1-910. Short title.

This article may be cited as the "South Carolina Development Impact Fee Act".

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-920. Definitions.

As used in this article:

(1) "Affordable housing" means housing affordable to families whose incomes do not exceed eighty percent of the median income for the service area or areas within the jurisdiction of the governmental entity.

(2) "Capital improvements" means improvements with a useful life of five years or more, by new construction or other action, which increase or increased the service capacity of a public facility.

(3) "Capital improvements plan" means a plan that identifies capital improvements for which development impact fees may be used as a funding source.

(4) "Connection charges" and "hookup charges" mean charges for the actual cost of connecting a property to a public water or public sewer system, limited to labor and materials involved in making pipe connections, installation of water meters, and other actual costs.

(5) "Developer" means an individual or corporation, partnership, or other entity undertaking development.

(6) "Development" means construction or installation of a new building or structure, or a change in use of a building or structure, any of which creates additional demand and need for public facilities. A building or structure shall include, but not be limited to, modular buildings and manufactured housing. "Development" does not include alterations made to existing single-family homes.

(7) "Development approval" means a document from a governmental entity which authorizes the commencement of a development.

(8) "Development impact fee" or "impact fee" means a payment of money imposed as a condition of development approval to pay a proportionate share of the cost of system improvements needed to serve the people utilizing the improvements. The term does not include:

(a) a charge or fee to pay the administrative, plan review, or inspection costs associated with permits required for development;

(b) connection or hookup charges;

(c) amounts collected from a developer in a transaction in which the governmental entity has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of the capital improvements;

(d) fees authorized by Article 3 of this chapter.

(9) "Development permit" means a permit issued for construction on or development of land when no subsequent building permit issued pursuant to Chapter 9 of Title 6 is required.

(10) "Fee payor" means the individual or legal entity that pays or is required to pay a development impact fee.

(11) "Governmental entity" means a county, as provided in Chapter 9, Title 4, and a municipality, as defined in Section 5-1-20.

(12) "Incidental benefits" are benefits which accrue to a property as a secondary result or as a minor consequence of the provision of public facilities to another property.

(13) "Land use assumptions" means a description of the service area and projections of land uses, densities, intensities, and population in the service area over at least a ten-year period.

(14) "Level of service" means a measure of the relationship between service capacity and service demand for public facilities.

(15) "Local planning commission" means the entity created pursuant to Article 1, Chapter 29, Title 6.

(16) "Project" means a particular development on an identified parcel of land.

(17) "Proportionate share" means that portion of the cost of system improvements determined pursuant to Section 6-1-990 which reasonably relates to the service demands and needs of the project.

(18) "Public facilities" means:

(a) water supply production, treatment, laboratory, engineering, administration, storage, and transmission facilities;

(b) wastewater collection, treatment, laboratory, engineering, administration, and disposal facilities;

(c) solid waste and recycling collection, treatment, and disposal facilities;

(d) roads, streets, and bridges including, but not limited to, rights-of-way and traffic signals;

(e) storm water transmission, retention, detention, treatment, and disposal facilities and flood control facilities;

(f) public safety facilities, including law enforcement, fire, emergency medical and rescue, and street lighting facilities;

(g) capital equipment and vehicles, with an individual unit purchase price of not less than one hundred thousand dollars including, but not limited to, equipment and vehicles used in the delivery of public safety services, emergency preparedness services, collection and disposal of solid waste, and storm water management and control;

(h) parks, libraries, and recreational facilities;

(i) public education facilities for grades K-12 including, but not limited to, schools, offices, classrooms, parking areas, playgrounds, libraries, cafeterias, gymnasiums, health and music rooms, computer and science laboratories, and other facilities considered necessary for the proper public education of the state's children.

(19) "Service area" means, based on sound planning or engineering principles, or both, a defined geographic area in which specific public facilities provide service to development within the area defined. Provided, however, that no provision in this article may be interpreted to alter, enlarge, or reduce the service area or boundaries of a political subdivision which is authorized or set by law.

(20) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements.

(21) "System improvements" means capital improvements to public facilities which are designed to provide service to a service area.

(22) "System improvement costs" means costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering, and other costs attributable to the improvements, and also including the costs of providing additional public facilities needed to serve new growth and development. System improvement costs do not include:

(a) construction, acquisition, or expansion of public facilities other than capital improvements identified in the capital improvements plan;

(b) repair, operation, or maintenance of existing or new capital improvements;

(c) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;

(d) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;

(e) administrative and operating costs of the governmental entity; or

(f) principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the governmental entity to finance capital improvements identified in the capital improvements plan.

HISTORY: 1999 Act No. 118, Section 1; 2016 Act No. 229 (H.4416), Section 2, eff June 3, 2016.

Effect of Amendment

2016 Act No. 229, Section 2, added (18)(i), relating to certain public education facilities.

SECTION 6-1-930. Developmental impact fee.

(A)(1) Only a governmental entity that has a comprehensive plan, as provided in Chapter 29 of this title, and which complies with the requirements of this article may impose a development impact fee. If a governmental entity has not adopted a comprehensive plan, but has adopted a capital improvements plan which substantially complies with the requirements of Section 6-1-960(B), then it may impose a development impact fee. A governmental entity may not impose an impact fee, regardless of how it is designated, except as provided in this article. However, a special purpose district or public service district which (a) provides fire protection services or recreation services, (b) was created by act of the General Assembly prior to 1973, and (c) had the power to impose development impact fees prior to the effective date of this section is not prohibited from imposing development impact fees.

(2) Before imposing a development impact fee on residential units, a governmental entity shall prepare a report which estimates the effect of recovering capital costs through impact fees on the availability of affordable housing within the political jurisdiction of the governmental entity.

(B)(1) An impact fee may be imposed and collected by the governmental entity only upon the passage of an ordinance approved by a positive majority, as defined in Article 3 of this chapter.

(2) The amount of the development impact fee must be based on actual improvement costs or reasonable estimates of the costs, supported by sound engineering studies.

(3) An ordinance authorizing the imposition of a development impact fee must:

(a) establish a procedure for timely processing of applications for determinations by the governmental entity of development impact fees applicable to all property subject to impact fees and for the timely processing of applications for individual assessment of development impact fees, credits, or reimbursements allowed or paid under this article;

(b) include a description of acceptable levels of service for system improvements; and

(c) provide for the termination of the impact fee.

(C) A governmental entity shall prepare and publish an annual report describing the amount of all impact fees collected, appropriated, or spent during the preceding year by category of public facility and service area.

(D) Payment of an impact fee may result in an incidental benefit to property owners or developers within the service area other than the fee payor, except that an impact fee that results in benefits to property owners or developers within the service area, other than the fee payor, in an amount which is greater than incidental benefits is prohibited.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-940. Amount of impact fee.

A governmental entity imposing an impact fee must provide in the impact fee ordinance the amount of impact fee due for each unit of development in a project for which an individual building permit or certificate of occupancy is issued. The governmental entity is bound by the amount of impact fee specified in the ordinance and may not charge higher or additional impact fees for the same purpose unless the number of service units increases or the scope of the development changes and the amount of additional impact fees is limited to the amount attributable to the additional service units or change in scope of the development. The impact fee ordinance must:

(1) include an explanation of the calculation of the impact fee, including an explanation of the factors considered pursuant to this article;

(2) specify the system improvements for which the impact fee is intended to be used;

(3) inform the developer that he may pay a project's proportionate share of system improvement costs by payment of impact fees according to the fee schedule as full and complete payment of the developer's proportionate share of system improvements costs;

(4) inform the fee payor that:

(a) he may negotiate and contract for facilities or services with the governmental entity in lieu of the development impact fee as defined in Section 6-1-1050;

(b) he has the right of appeal, as provided in Section 6-1-1030;

(c) the impact fee must be paid no earlier than the time of issuance of the building permit or issuance of a development permit if no building permit is required.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-950. Procedure for adoption of ordinance imposing impact fees.

(A) The governing body of a governmental entity begins the process for adoption of an ordinance imposing an impact fee by enacting a resolution directing the local planning commission to conduct the studies and to recommend an impact fee ordinance, developed in accordance with the requirements of

this article. Under no circumstances may the governing body of a governmental entity impose an impact fee for any public facility which has been paid for entirely by the developer.

(B) Upon receipt of the resolution enacted pursuant to subsection (A), the local planning commission shall develop, within the time designated in the resolution, and make recommendations to the governmental entity for a capital improvements plan and impact fees by service unit. The local planning commission shall prepare and adopt its recommendations in the same manner and using the same procedures as those used for developing recommendations for a comprehensive plan as provided in Article 3, Chapter 29, Title 6, except as otherwise provided in this article. The commission shall review and update the capital improvements plan and impact fees in the same manner and on the same review cycle as the governmental entity's comprehensive plan or elements of it.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-960. Recommended capital improvements plan; notice; contents of plan.

(A) The local planning commission shall recommend to the governmental entity a capital improvements plan which may be adopted by the governmental entity by ordinance. The recommendations of the commission are not binding on the governmental entity, which may amend or alter the plan. After reasonable public notice, a public hearing must be held before final action to adopt the ordinance approving the capital improvements plan. The notice must be published not less than thirty days before the time of the hearing in at least one newspaper of general circulation in the county. The notice must advise the public of the time and place of the hearing, that a copy of the capital improvements plan is available for public inspection in the offices of the governmental entity, and that members of the public will be given an opportunity to be heard.

(B) The capital improvements plan must contain:

(1) a general description of all existing public facilities, and their existing deficiencies, within the service area or areas of the governmental entity, a reasonable estimate of all costs, and a plan to develop the funding resources, including existing sources of revenues, related to curing the existing deficiencies including, but not limited to, the upgrading, updating, improving, expanding, or replacing of these facilities to meet existing needs and usage;

(2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of existing public facilities, which must be prepared by a qualified professional using generally accepted principles and professional standards;

(3) a description of the land use assumptions;

(4) a definitive table establishing the specific service unit for each category of system improvements and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, agricultural, and industrial, as appropriate;

(5) a description of all system improvements and their costs necessitated by and attributable to new development in the service area, based on the approved land use assumptions, to provide a level of service not to exceed the level of service currently existing in the community or service area, unless a different or higher level of service is required by law, court order, or safety consideration;

(6) the total number of service units necessitated by and attributable to new development within the service area based on the land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(7) the projected demand for system improvements required by new service units projected over a reasonable period of time not to exceed twenty years;

(8) identification of all sources and levels of funding available to the governmental entity for the financing of the system improvements; and

(9) a schedule setting forth estimated dates for commencing and completing construction of all improvements identified in the capital improvements plan.

(C) Changes in the capital improvements plan must be approved in the same manner as approval of the original plan.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-970. Exemptions from impact fees.

The following structures or activities are exempt from impact fees:

(1) rebuilding the same amount of floor space of a structure that was destroyed by fire or other catastrophe;

(2) remodeling or repairing a structure that does not result in an increase in the number of service units;

(3) replacing a residential unit, including a manufactured home, with another residential unit on the same lot, if the number of service units does not increase;

(4) placing a construction trailer or office on a lot during the period of construction on the lot;

(5) constructing an addition on a residential structure which does not increase the number of service units;

(6) adding uses that are typically accessory to residential uses, such as a tennis court or a clubhouse, unless it is demonstrated clearly that the use creates a significant impact on the system's capacity;

(7) all or part of a particular development project if:

(a) the project is determined to create affordable housing; and

(b) the exempt development's proportionate share of system improvements is funded through a revenue source other than development impact fees;

(8) constructing a new elementary, middle, or secondary school; and

(9) constructing a new volunteer fire department.

HISTORY: 1999 Act No. 118, Section 1; 2016 Act No. 229 (H.4416), Section 1, eff June 3, 2016.

Effect of Amendment

2016 Act No. 229, Section 1, added (8) and (9), relating to certain schools and volunteer fire departments.

SECTION 6-1-980. Calculation of impact fees.

(A) The impact fee for each service unit may not exceed the amount determined by dividing the costs of the capital improvements by the total number of projected service units that potentially could use the capital improvement. If the number of new service units projected over a reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee for each service unit must be calculated by

dividing the costs of the part of the capital improvements necessitated by and attributable to the projected new service units by the total projected new service units.

(B) An impact fee must be calculated in accordance with generally accepted accounting principles.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-990. Maximum impact fee; proportionate share of costs of improvements to serve new development.

(A) The impact fee imposed upon a fee payor may not exceed a proportionate share of the costs incurred by the governmental entity in providing system improvements to serve the new development. The proportionate share is the cost attributable to the development after the governmental entity reduces the amount to be imposed by the following factors:

(1) appropriate credit, offset, or contribution of money, dedication of land, or construction of system improvements; and

(2) all other sources of funding the system improvements including funds obtained from economic development incentives or grants secured which are not required to be repaid.

(B) In determining the proportionate share of the cost of system improvements to be paid, the governmental entity imposing the impact fee must consider the:

(1) cost of existing system improvements resulting from new development within the service area or areas;

(2) means by which existing system improvements have been financed;

(3) extent to which the new development contributes to the cost of system improvements;

(4) extent to which the new development is required to contribute to the cost of existing system improvements in the future;

(5) extent to which the new development is required to provide system improvements, without charge to other properties within the service area or areas;

(6) time and price differentials inherent in a fair comparison of fees paid at different times; and

(7) availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers, and special taxation.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1000. Fair compensation or reimbursement of developers for costs, dedication of land or oversize facilities.

A developer required to pay a development impact fee may not be required to pay more than his proportionate share of the costs of the project, including the payment of money or contribution or dedication of land, or to oversize his facilities for use of others outside of the project without fair compensation or reimbursement.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1010. Accounting; expenditures.

(A) Revenues from all development impact fees must be maintained in one or more interest-bearing accounts. Accounting records must be maintained for each category of system improvements and the service area in which the fees are collected. Interest earned on development impact fees must be

considered funds of the account on which it is earned, and must be subject to all restrictions placed on the use of impact fees pursuant to the provisions of this article.

(B) Expenditures of development impact fees must be made only for the category of system improvements and within or for the benefit of the service area for which the impact fee was imposed as shown by the capital improvements plan and as authorized in this article. Impact fees may not be used for:

(1) a purpose other than system improvement costs to create additional improvements to serve new growth;

(2) a category of system improvements other than that for which they were collected; or

(3) the benefit of service areas other than the area for which they were imposed.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1020. Refunds of impact fees.

(A) An impact fee must be refunded to the owner of record of property on which a development impact fee has been paid if:

(1) the impact fees have not been expended within three years of the date they were scheduled to be expended on a first-in, first-out basis; or

(2) a building permit or permit for installation of a manufactured home is denied.

(B) When the right to a refund exists, the governmental entity shall send a refund to the owner of record within ninety days after it is determined by the entity that a refund is due.

(C) A refund must include the pro rata portion of interest earned while on deposit in the impact fee account.

(D) A person entitled to a refund has standing to sue for a refund pursuant to this article if there has not been a timely payment of a refund pursuant to subsection (B) of this section.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1030. Appeals.

(A) A governmental entity which adopts a development impact fee ordinance shall provide for administrative appeals by the developer or fee payor.

(B) A fee payor may pay a development impact fee under protest. A fee payor making the payment is not estopped from exercising the right of appeal provided in this article, nor is the fee payor estopped from receiving a refund of an amount considered to have been illegally collected. Instead of making a payment of an impact fee under protest, a fee payor, at his option, may post a bond or submit an irrevocable letter of credit for the amount of impact fees due, pending the outcome of an appeal.

(C) A governmental entity which adopts a development impact fee ordinance shall provide for mediation by a qualified independent party, upon voluntary agreement by both the fee payor and the governmental entity, to address a disagreement related to the impact fee for proposed development. Participation in mediation does not preclude the fee payor from pursuing other remedies provided for in this section or otherwise available by law.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1040. Collection of development impact fees.

A governmental entity may provide in a development impact fee ordinance the method for collection of development impact fees including, but not limited to:

(1) additions to the fee for reasonable interest and penalties for nonpayment or late payment;

(2) withholding of the certificate of occupancy, or building permit if no certificate of occupancy is required, until the development impact fee is paid;

(3) withholding of utility services until the development impact fee is paid; and

(4) imposing liens for failure to pay timely a development impact fee.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1050. Permissible agreements for payments or construction or installation of improvements by fee payors and developers; credits and reimbursements.

A fee payor and developer may enter into an agreement with a governmental entity, including an agreement entered into pursuant to the South Carolina Local Government Development Agreement Act, providing for payments instead of impact fees for facilities or services. That agreement may provide for the construction or installation of system improvements by the fee payor or developer and for credits or reimbursements for costs incurred by a fee payor or developer including interproject transfers of credits or reimbursement for project improvements which are used or shared by more than one development project. An impact fee may not be imposed on a fee payor or developer who has entered into an agreement as described in this section.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1060. Article shall not affect existing laws.

(A) The provisions of this article do not repeal existing laws authorizing a governmental entity to impose fees or require contributions or property dedications for capital improvements. A development impact fee adopted in accordance with existing laws before the enactment of this article is not affected until termination of the development impact fee. A subsequent change or reenactment of the development impact fee must comply with the provisions of this article. Requirements for developers to pay in whole or in part for system improvements may be imposed by governmental entities only by way of impact fees imposed pursuant to the ordinance.

(B) Notwithstanding another provision of this article, property for which a valid building permit or certificate of occupancy has been issued or construction has commenced before the effective date of a development impact fee ordinance is not subject to additional development impact fees.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1070. Shared funding among units of government; agreements.

(A) If the proposed system improvements include the improvement of public facilities under the jurisdiction of another unit of government including, but not limited to, a special purpose district that does not provide water and wastewater utilities, a school district, and a public service district, an agreement between the governmental entity and other unit of government must specify the reasonable share of funding by each unit. The governmental entity authorized to impose impact fees may not assume more than its reasonable share of funding joint improvements, nor may another unit of government which is not authorized to impose impact fees do so unless the expenditure is pursuant to an agreement under Section 6-1-1050 of this section.

(B) A governmental entity may enter into an agreement with another unit of government including, but not limited to, a special purpose district that does not provide water and wastewater utilities, a school district, and a public service district, that has the responsibility of providing the service for which an impact fee may be imposed. The determination of the amount of the impact fee for the contracting governmental entity must be made in the same manner and is subject to the same procedures and limitations as provided in this article. The agreement must provide for the collection of the impact fee by the governmental entity and for the expenditure of the impact fee by another unit of government including, but not limited to, a special purpose district that does not provide water and wastewater utilities, a school district, and a public services district unless otherwise provided by contract.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1080. Exemptions; water or wastewater utilities.

The provisions of this chapter do not apply to a development impact fee for water or wastewater utilities, or both, imposed by a city, county, commissioners of public works, special purpose district, or nonprofit corporation organized pursuant to Chapter 35 or 36 of Title 33, except that in order to impose a development impact fee for water or wastewater utilities, or both, the city, county, commissioners of public works, special purpose district or nonprofit corporation organized pursuant to Chapter 35 or 36 of Title 33 must:

(1) have a capital improvements plan before imposition of the development impact fee; and

(2) prepare a report to be made public before imposition of the development impact fee, which shall include, but not be limited to, an explanation of the basis, use, calculation, and method of collection of the development impact fee; and

(3) enact the fee in accordance with the requirements of Article 3 of this chapter.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-1090. Annexations by municipalities.

A county development impact fee ordinance imposed in an area which is annexed by a municipality is not affected by this article until the development impact fee terminates, unless the municipality assumes any liability which is to be paid with the impact fee revenue.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-2000. Taxation or revenue authority by political subdivisions.

This article shall not create, grant, or confer any new or additional taxing or revenue raising authority to a political subdivision which was not specifically granted to that entity by a previous act of the General Assembly.

HISTORY: 1999 Act No. 118, Section 1.

SECTION 6-1-2010. Compliance with public notice or public hearing requirements.

Compliance with any requirement for public notice or public hearing in this article is considered to be in compliance with any other public notice or public hearing requirement otherwise applicable including, but not limited to, the provisions of Chapter 4, Title 30, and Article 3 of this chapter.

HISTORY: 1999 Act No. 118, Section 1.

INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND THE TOWN OF BLUFFTON

THIS AGREEMENT is made and entered into this _____ day of __ , 2021~~0~~, by and between

Beaufort County, South Carolina ("County"), a political subdivision, and the Town of _____ ("Town")~~,~~. This Agreement~~It~~ provides, through Ordinance No. 2020/___, the impact fee procedures of Section 82-21 *et seq*. of the Beaufort County Code~~,~~ and an intergovernmental agreement between the County and the Beaufort County Board of Education ("School Board"), for the following:

(1) The imposition and collection, at the time of issuance of a building permit, of school development impact fees on all new residential development within the Town; and

(2) The transfer of the school development impact fees from the Town to the County, and then the transfer of the fees from the County to the School Board; and

(3) If fees are not spent by the School Board within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the Beaufort County Code, the return of fees collected by the Town so they can be refunded to the appropriate feepayers.

RECITALS

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act, S.C. Code §§ 6-1-910 *et seq*. (hereinafter the "Act") which enables local governments to enact and impose impact fees for public facilities including for public school facilities for grades K-12, in accordance with the Act's provisions, procedures, and requirements; and

WHEREAS, pursuant to the Act, the School Board has directed the preparation of a technical support study entitled the *School Impact Fee Study and Capital Improvement Plan,* prepared by TischlerBise, dated July 27, 2020 (hereafter, the "school support study and CIP"), which is expressly incorporated herein by reference; and

WHEREAS, the support study and CIP demonstrates that as a result of population and growth estimates over the next 10 years for the area south of the Broad River ("South Beaufort County School Service Area"), which includes the Town, there will be a need for additional classrooms and other school facilities to accommodate the continued population growth in the South Beaufort County School Service Area; and

WHEREAS, the school support study and CIP establishes reasonable level of service standards, land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new residential development in the South Beaufort County School Service Area, and a proportionate school development impact fee for new residential development; and

WHEREAS, pursuant to the school support study and CIP, school facility system improvement needs have been identified in the South Beaufort County School Service Area, and a capital improvements plan prepared; and

WHEREAS, the Town is wholly located within the South Beaufort County School Service Area~~,~~; and ~~as are~~

~~the Town of _ and portions of the County which have been annexed into the City of Hardeeville; and~~

WHEREAS, pursuant to the Act, the County has adopted the Impact Fee Procedures Ordinance, codified at Section 82-21 *et seq.* of the County Code; and

WHEREAS, the County has prepared and adopted the School Development Impact Fee Ordinance (Ordinance No. 2020/); and

WHEREAS, pursuant to the Act, and to ensure the school development impact fees established in Ordinance No. 2020/___, are imposed and collected uniformly within the South Beaufort County School Service Area, the Town~~s of _ and _ and the City of Hardeeville have all~~ has opted into Ordinance No. 2020/___, and will impose school development impact fees within their corporate limits; and

WHEREAS, pursuant to S. C. Code § 6-1-20, the County and Town (collectively, the "parties") are authorized to enter into this Intergovernmental Agreement; and

WHEREAS, the County has the power and authority, pursuant to the Act, to enact, impose, and collect school development impact fees, including collecting school development impact fees from the Town as specified in this Intergovernmental Agreement; and

WHEREAS, the County and the Town agree that all school development impact fees collected in accordance with this Agreement shall ultimately be transferred to the School Board for the purpose of funding new school facility system improvements needed in the South Beaufort County School Service Area as a result of new residential development, or if necessary be refunded to the appropriate feepayers; and

~~**WHEREAS,** the Town of____ and the City of Hardeeville (with respect to annexed portions of~~

~~the County) have entered into similar intergovernmental agreements with the County for the collection and transfer of fees to the School Board and for fee refunds to the appropriate feepayers, if necessary; and~~

WHEREAS, the County states that this Agreement is authorized by and is in accordance with S.C. Code §§ 4-9-40 and 4-9-41; and

WHEREAS, the Agreement, upon its execution by the parties, shall be on file with the Clerk to the Council of Beaufort County and the Clerk of the Town of Bluffton~~—~~.

NOW, THEREFORE, the parties to this Agreement do agree as follows:

SECTION 1. Title

This Intergovernmental Agreement shall hereafter be referred to as the "Agreement."

SECTION 2. Purpose and Intent

The purpose of this Agreement is to ensure:

(1) School development impact fees are imposed on new residential development uniformly within the South Beaufort County School Service Area, including new residential development within the Town; and

(2) The Town collects school development impact fees at time of building permit, places them in a segregated, interest-bearing trust account, then transfers them to the County before they are then transferred to the School Board for school facility system improvements in accordance with Ordinance No. 2020/___ and the impact fee procedures in Section 82-21 *et seq*. of the County Code; and

(3) The provisions of Section 82-33(b)(3) in reference to affordable housing units is recognized, adopted, and supplemental as follows:

(a) no fees will be levied on any affordable housing units developed by the Town or on Town property via a public/private partnership or joint venture.

(b) The impact fee discount for Area Medium Income (AMI) from 80% to 90% will be 50% and the discount for AMI between 91% and 100% will be 40%.

~~(2)~~(4) If the School Board fails to expend the fees within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the County Code, the unspent fees are then returned to the Town by the School Board so they can be refunded to the appropriate feepayers.

SECTION 3. References to County Ordinances

This Agreement expressly incorporates by reference Beaufort County Ordinance No. 2020/___ and the impact fee procedures in Section 82-21 *et seq*. of the County Code. Any substantive amendments to these ordinances related to Ordinance No. 2020/___ shall have the express prior agreement of the Town.

SECTION 4. Duration, Extension, and Termination of Agreement

(1) Duration and Extension of Agreement

The Agreement shall remain effective from the date of its execution by the parties for a period of not less than 10 years unless it is terminated by mutual agreement of the parties. If not terminated prior to or at the end of the 10-year period, it shall continue in effect.

(2) Termination of Agreement

(a) The Agreement may be terminated prior to the expiration of the 10-year period set forth in (1) above only by the mutual agreement of the parties.

(b) The Agreement may be terminated after the expiration of the 10-year period set forth in (1) above by the unilateral action of either party to the Agreement, provided that such termination action may only occur after the party seeking termination provides notice to the other party to the Agreement at least 90 days prior to taking such action and notices, schedules, and holds at least one hearing at which the other party is given notice and has an opportunity to be heard.

(c) Following notice and an opportunity to be heard as set forth in (b) above, the party seeking termination may, by appropriate action, terminate the Agreement.

SECTION 5. Amendments to the Agreement

The Agreement may be amended only by the mutual consent of the parties and in the same manner as its original adoption; provided, however, that the County may adjust the amount of any school development impact fees as set forth in the Ordinance No. 2020/___, without the prior agreement of the Town if the County:

(1) Prepares a new or updated technical support study and capital improvement plan;

(2) Adopts an amendment to Ordinance No. 2020/___; and

(3) The amount of the impact fee adjustment does not change the school development impact fees by more than 50 percent from the fee amounts set forth in Ordinance No. 2020/___.

~~(3)~~(4) This adjustment may be done only once during the term of this Agreement.

SECTION 6. Responsibilities of the Town

(1) The Town shall be responsible for the calculation and collection of the school development impact fee within its jurisdiction from all new non-exempt residential development, in accordance with the Act, Ordinance No. 2020/___, and the impact fee procedures in Section 82-21 *et seq*. of the County Code.

(2) The amount of the school development impact fee shall be based upon the fee in effect at the time of building permit issuance, as established in Ordinance No. 2020/___.

(3) No building permit for new residential development shall be issued unless the school development impact fees are paid in full by the applicant, unless the developer has properly asserted and received one or more Developer Rights pursuant to the impact fee procedures in Section 82-21 *et seq.* of the County Code.

(4) The Town shall forward any request made for an exemption or waiver of the development impact fees to the County Director of Planning who shall forward the request to County Council for approval or denial. The Town shall then collect or exempt or waive the fee based on the direction of County Council.

(5) Upon the collection of a school development impact fee, the Town shall deposit such fees in a segregated, interest-bearing trust account which is subject to appropriate accounting controls. All interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to school development impact fee funds.

(6) The Town shall transfer to the County the school development impact fees that have been collected by November 1 of each year.

(7) Annually or, if deemed advisable, more frequently, the Town shall prepare an annual report in accordance with the impact fee procedures in Section 82-21 *et seq.* of the County Code.

(8) All school development impact fee funds collected by the Town shall be restricted in their appropriation and use in accordance with the Act, Ordinance No. 2020/___, the impact fee procedures in Section 82-21 *et seq*. of the County Code, the intergovernmental agreement between the County and School Board dated _____, 2020, and this Agreement.

(9) All school development impact fee funds returned to the Town from the School Board due to the School Board's failure to expend the fees within the time limits established by

state law and the impact fee procedures in Section 82-21 *et seq*. of the County Code, shall be refunded to the appropriate feepayers.

(10) To compensate the Town for the collection and administration of the school development impact fees, the Town shall be authorized to withhold an amount equal to one percent of the school development impact fee revenues collected.

SECTION 7. Responsibilities of the County

(1) The County shall be responsible for receipt of school development impact fee funds transferred by the Town to the County and shall deposit such funds into a segregated interest-bearing trust account subject to appropriate accounting controls.

(2) Upon receipt of a request for an exemption or waiver of the development impact fees from the Town, the County Director of Planning shall forward the request to County Council for approval or denial. If approved, the County shall notify the Town of the extent of the waiver granted. If a full waiver is granted, no impact fees are due. If a partial waiver is granted, the remaining amount must be paid prior to the issuance of a building permit. If denied, the fees shall be paid in full.

(3) School development impact fee funds collected by the Town and transferred to the County shall only be transferred by the County to the School Board in accordance with Ordinance No. 2020/___, the intergovernmental agreement between the County and School Board dated_____, 2020, and the impact fee procedures in Section 82-21 et seq. of the County Code.

(4) The County shall be responsible for interpretation of Beaufort County Ordinance No. 2020/___, and the impact fee procedures in Section 82-21 *et seq*. of the County Code.

SECTION 8. Governing Law

This Agreement, and its interpretation and performance, shall be governed and construed by the applicable laws of the State of South Carolina.

SECTION 9. Conflict

To the extent of any conflict between other County ordinances and this Agreement, this Agreement shall be deemed to be controlling. This Agreement is not intended to amend or repeal any existing County or Town ordinances.

SECTION 10. Cooperation Between and Among the Parties

The County and Town agree to cooperate with each other in all respects regarding the matters

addressed in this Agreement.

SECTION 11. Severability

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

SECTION 12. Effective Date

This Agreement shall become effective immediately on the date of approval by both parties; provided, however, that collection of the school development impact fees for new development within the Town shall begin on the date that all municipalities in the service area and the County have entered into the intergovernmental agreements required by Ordinance No. 2020/___, and the County and School Board have entered into the intergovernmental agreement required by Ordinance No. 2020/___.

[Signatures on Next Page]

APPROVED this _____ day of _____, 20_____

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joeseph F. Passiment, Chairman

ATTEST:

_____
Sarah Brock, Clerk to Council

APPROVED this _____ day of _____, 20_____

TOWN OF BLUFFTON

By: _____
Lisa B. Sulka, Mayor

ATTEST:

_____
Stephen Steese, Town Manager

INTERGOVERNMENTAL AGREEMENT BETWEEN BEAUFORT COUNTY AND THE TOWN OF BLUFFTON

THIS AGREEMENT is made and entered into this _____ day of __, 2021, by and between Beaufort County, South Carolina ("County"), a political subdivision, and the Town of _____ ("Town"). This Agreement provides, through Ordinance No. 2020/___, the impact fee procedures of Section 82-21 *et seq*. of the Beaufort County Code and an intergovernmental agreement between the County and the Beaufort County Board of Education ("School Board"), for the following:

(1) The imposition and collection, at the time of issuance of a building permit, of school development impact fees on all new residential development within the Town; and

(2) The transfer of the school development impact fees from the Town to the County, and then the transfer of the fees from the County to the School Board; and

(3) If fees are not spent by the School Board within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the Beaufort County Code, the return of fees collected by the Town so they can be refunded to the appropriate feepayers.

RECITALS

WHEREAS, the South Carolina Legislature has adopted the South Carolina Development Impact Fee Act, S.C. Code §§ 6-1-910 *et seq*. (hereinafter the "Act") which enables local governments to enact and impose impact fees for public facilities including for public school facilities for grades K-12, in accordance with the Act's provisions, procedures, and requirements; and

WHEREAS, pursuant to the Act, the School Board has directed the preparation of a technical support study entitled the *School Impact Fee Study and Capital Improvement Plan,* prepared by TischlerBise, dated July 27, 2020 (hereafter, the "school support study and CIP"), which is expressly incorporated herein by reference; and

WHEREAS, the support study and CIP demonstrates that as a result of population and growth estimates over the next 10 years for the area south of the Broad River ("South Beaufort County School Service Area"), which includes the Town, there will be a need for additional classrooms and other school facilities to accommodate the continued population growth in the South Beaufort County School Service Area; and

WHEREAS, the school support study and CIP establishes reasonable level of service standards,

land use assumptions, methodologies, service units, system improvement costs, and formulas for determining the impacts of new residential development in the South Beaufort County School Service Area, and a proportionate school development impact fee for new residential development; and

WHEREAS, pursuant to the school support study and CIP, school facility system improvement needs have been identified in the South Beaufort County School Service Area, and a capital improvements plan prepared; and

WHEREAS, the Town is wholly located within the South Beaufort County School Service Area; and

WHEREAS, pursuant to the Act, the County has adopted the Impact Fee Procedures Ordinance, codified at Section 82-21 *et seq.* of the County Code; and

WHEREAS, the County has prepared and adopted the School Development Impact Fee Ordinance (Ordinance No. 2020/); and

WHEREAS, pursuant to the Act, and to ensure the school development impact fees established in Ordinance No. 2020/___, are imposed and collected uniformly within the South Beaufort County School Service Area, the Town has opted into Ordinance No. 2020/___, and will impose school development impact fees within their corporate limits; and

WHEREAS, pursuant to S. C. Code § 6-1-20, the County and Town (collectively, the "parties") are authorized to enter into this Intergovernmental Agreement; and

WHEREAS, the County has the power and authority, pursuant to the Act, to enact, impose, and collect school development impact fees, including collecting school development impact fees from the Town as specified in this Intergovernmental Agreement; and

WHEREAS, the County and the Town agree that all school development impact fees collected in accordance with this Agreement shall ultimately be transferred to the School Board for the purpose of funding new school facility system improvements needed in the South Beaufort County School Service Area as a result of new residential development, or if necessary be refunded to the appropriate feepayers; and

WHEREAS, the County states that this Agreement is authorized by and is in accordance with S.C. Code §§ 4-9-40 and 4-9-41; and

WHEREAS, the Agreement, upon its execution by the parties, shall be on file with the Clerk to the Council of Beaufort County and the Clerk of the Town of Bluffton.

NOW, THEREFORE, the parties to this Agreement do agree as follows:

SECTION 1. Title

This Intergovernmental Agreement shall hereafter be referred to as the "Agreement."

SECTION 2. Purpose and Intent

The purpose of this Agreement is to ensure:

(1) School development impact fees are imposed on new residential development uniformly within the South Beaufort County School Service Area, including new residential development within the Town; and

(2) The Town collects school development impact fees at time of building permit, places them in a segregated, interest-bearing trust account, then transfers them to the County before they are then transferred to the School Board for school facility system improvements in accordance with Ordinance No. 2020/___ and the impact fee procedures in Section 82-21 *et seq*. of the County Code; and

(3) The provisions of Section 82-33(b)(3) in reference to affordable housing units is recognized, adopted, and supplemental as follows:

(a) no fees will be levied on any affordable housing units developed by the Town or on Town property via a public/private partnership or joint venture.

(b) The impact fee discount for Area Medium Income (AMI) from 80% to 90% will be 50% and the discount for AMI between 91% and 100% will be 40%.

(4) If the School Board fails to expend the fees within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq.* of the County Code, the unspent fees are then returned to the Town by the School Board so they can be refunded to the appropriate feepayers.

SECTION 3. References to County Ordinances

This Agreement expressly incorporates by reference Beaufort County Ordinance No. 2020/___ and the impact fee procedures in Section 82-21 *et seq*. of the County Code. Any substantive amendments to these ordinances related to Ordinance No. 2020/___ shall have the express prior agreement of the Town.

SECTION 4. Duration, Extension, and Termination of Agreement

(1)Duration and Extension of Agreement

The Agreement shall remain effective from the date of its execution by the parties for a

period of not less than 10 years unless it is terminated by mutual agreement of the parties. If not terminated prior to or at the end of the 10-year period, it shall continue in effect.

(2)Termination of Agreement

(a) The Agreement may be terminated prior to the expiration of the 10-year period set forth in (1) above only by the mutual agreement of the parties.

(b) The Agreement may be terminated after the expiration of the 10-year period set forth in (1) above by the unilateral action of either party to the Agreement, provided that such termination action may only occur after the party seeking termination provides notice to the other party to the Agreement at least 90 days prior to taking such action and notices, schedules, and holds at least one hearing at which the other party is given notice and has an opportunity to be heard.

(c) Following notice and an opportunity to be heard as set forth in (b) above, the party seeking termination may, by appropriate action, terminate the Agreement.

SECTION 5. Amendments to the Agreement

The Agreement may be amended only by the mutual consent of the parties and in the same manner as its original adoption; provided, however, that the County may adjust the amount of any school development impact fees as set forth in the Ordinance No. 2020/___, without the prior agreement of the Town if the County:

(1) Prepares a new or updated technical support study and capital improvement plan;

(2) Adopts an amendment to Ordinance No. 2020/___; and

(3) The amount of the impact fee adjustment does not change the school development impact fees by more than 50 percent from the fee amounts set forth in Ordinance No. 2020/___.

(4) This adjustment may be done only once during the term of this Agreement.

SECTION 6. Responsibilities of the Town

(1) The Town shall be responsible for the calculation and collection of the school development impact fee within its jurisdiction from all new non-exempt residential development, in accordance with the Act, Ordinance No. 2020/___, and the impact fee procedures in Section 82-21 *et seq*. of the County Code.

(2) The amount of the school development impact fee shall be based upon the fee in effect at the time of building permit issuance, as established in Ordinance No. 2020/___.

(3) No building permit for new residential development shall be issued unless the school development impact fees are paid in full by the applicant, unless the developer has properly asserted and received one or more Developer Rights pursuant to the impact fee procedures in Section 82-21 *et seq.* of the County Code.

(4) The Town shall forward any request made for an exemption or waiver of the development impact fees to the County Director of Planning who shall forward the request to County Council for approval or denial. The Town shall then collect or exempt or waive the fee based on the direction of County Council.

(5) Upon the collection of a school development impact fee, the Town shall deposit such fees in a segregated, interest-bearing trust account which is subject to appropriate accounting controls. All interest earned and accruing to the account shall become funds of the account, subject to the same limitations and restrictions on use and expenditure of funds that are applicable to school development impact fee funds.

(6) The Town shall transfer to the County the school development impact fees that have been collected by November 1 of each year.

(7) Annually or, if deemed advisable, more frequently, the Town shall prepare an annual report in accordance with the impact fee procedures in Section 82-21 *et seq.* of the County Code.

(8) All school development impact fee funds collected by the Town shall be restricted in their appropriation and use in accordance with the Act, Ordinance No. 2020/___, the impact fee procedures in Section 82-21 *et seq*. of the County Code, the intergovernmental agreement between the County and School Board dated _____, 2020, and this Agreement.

(9) All school development impact fee funds returned to the Town from the School Board due to the School Board's failure to expend the fees within the time limits established by state law and the impact fee procedures in Section 82-21 *et seq*. of the County Code, shall be refunded to the appropriate feepayers.

(10) To compensate the Town for the collection and administration of the school development impact fees, the Town shall be authorized to withhold an amount equal to one percent of the school development impact fee revenues collected.

SECTION 7. Responsibilities of the County

(1) The County shall be responsible for receipt of school development impact fee funds transferred by the Town to the County and shall deposit such funds into a segregated interest-bearing trust account subject to appropriate accounting controls.

(2) Upon receipt of a request for an exemption or waiver of the development impact fees from the Town, the County Director of Planning shall forward the request to County Council for approval or denial. If approved, the County shall notify the Town of the extent of the waiver granted. If a full waiver is granted, no impact fees are due. If a partial waiver is granted, the remaining amount must be paid prior to the issuance of a building permit. If denied, the fees shall be paid in full.

(3) School development impact fee funds collected by the Town and transferred to the County shall only be transferred by the County to the School Board in accordance with Ordinance No. 2020/___, the intergovernmental agreement between the County and School Board dated_____, 2020, and the impact fee procedures in Section 82-21 et seq. of the County Code.

(4) The County shall be responsible for interpretation of Beaufort County Ordinance No. 2020/___, and the impact fee procedures in Section 82-21 *et seq*. of the County Code.

SECTION 8. Governing Law

This Agreement, and its interpretation and performance, shall be governed and construed by the applicable laws of the State of South Carolina.

SECTION 9. Conflict

To the extent of any conflict between other County ordinances and this Agreement, this Agreement shall be deemed to be controlling. This Agreement is not intended to amend or repeal any existing County or Town ordinances.

SECTION 10. Cooperation Between and Among the Parties

The County and Town agree to cooperate with each other in all respects regarding the matters addressed in this Agreement.

SECTION 11. Severability

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

SECTION 12. Effective Date

This Agreement shall become effective immediately on the date of approval by both parties;

provided, however, that collection of the school development impact fees for new development within the Town shall begin on the date that all municipalities in the service area and the County have entered into the intergovernmental agreements required by Ordinance No. 2020/___, and the County and School Board have entered into the intergovernmental agreement required by Ordinance No. 2020/___.

[Signatures on Next Page]

APPROVED this _____ day of _____, 20_____

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joeseph F. Passiment, Chairman

ATTEST:

_____
Sarah Brock, Clerk to Council

APPROVED this _____ day of _____, 20_____

TOWN OF BLUFFTON

By: _____
Lisa B. Sulka, Mayor

ATTEST:

_____
Stephen Steese, Town Manager

Attachment 4

Proposed Motion

Reconsideration of an Intergovernmental Agreement between Beaufort County and the Town of Bluffton for the Purpose of Imposition and Collection, at the Time of Issuance of a Building Permit, of School Development Impact Fees on all New Residential Development within The Town

"I move to approve the Intergovernmental Agreement between Beaufort County and the Town of Bluffton for the Purpose of Imposition and Collection, at the Time of Issuance of a Building Permit, of School Development Impact Fees on all New Residential Development within The Town."

TOWN COUNCIL
STAFF REPORT
Emergency Management Office

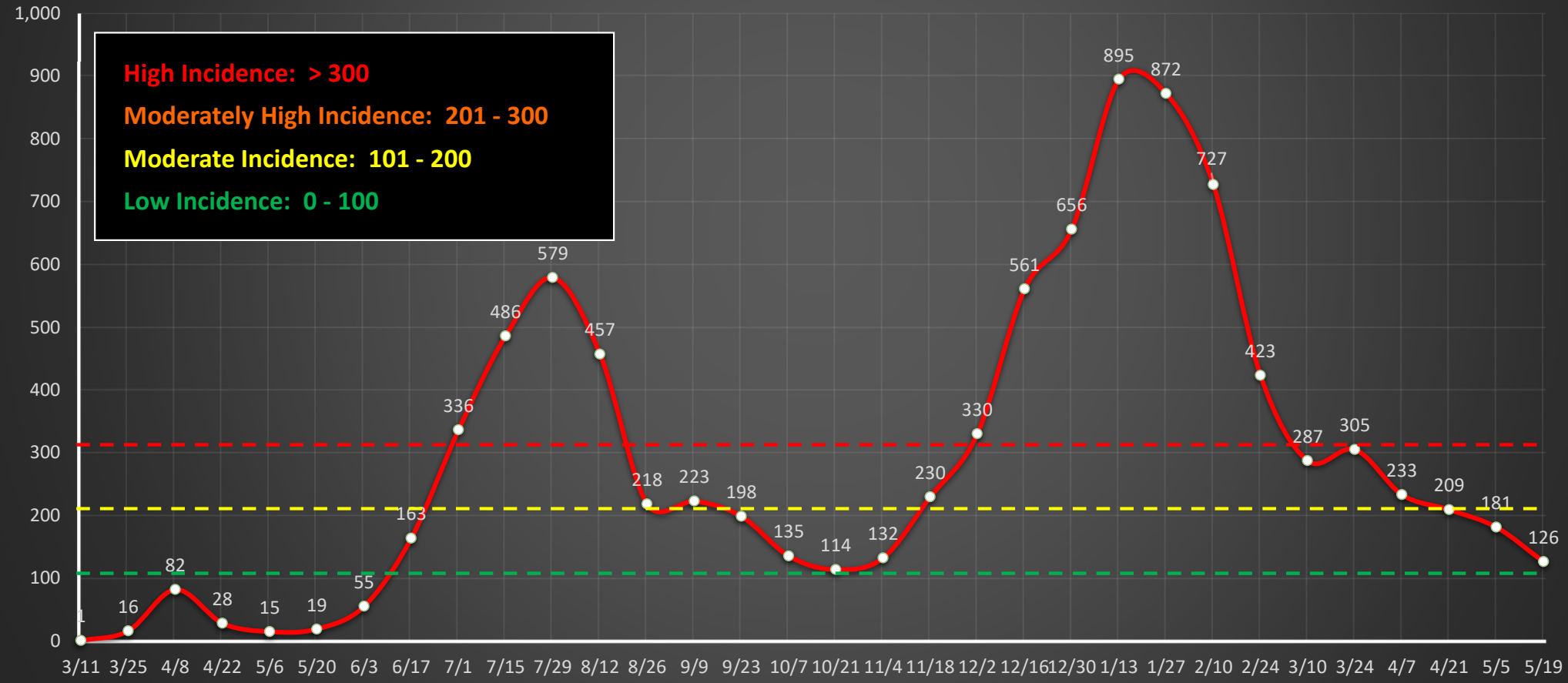
MEETING DATE:	Tuesday June 8, 2021
ISSUE:	COVID-19 Update
PROJECT MANAGER:	Lee Levesque

This report is provided to fulfill the request of Town Council to receive monthly updates regarding local COVID-19 infection rates. Attached are the charts with which you are already familiar from previous presentations.

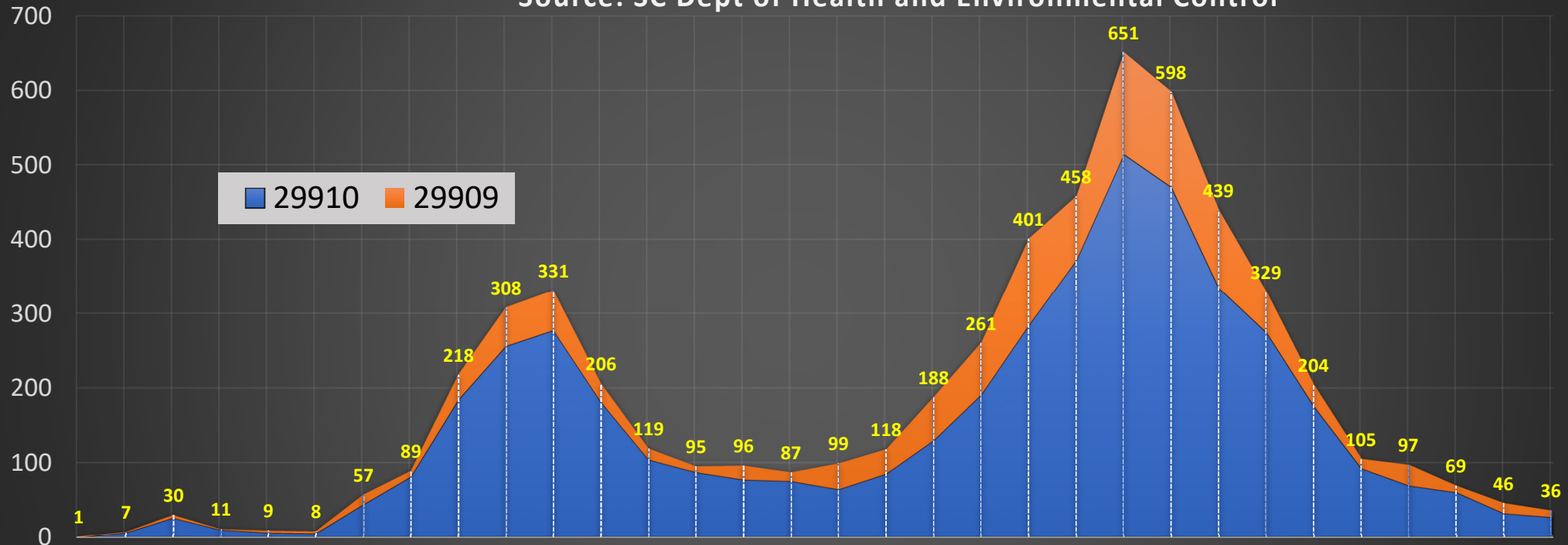
The latest two-week reporting period available as of the drafting of this memo was for **the reporting period ending May 19, 2021**. On these charts, the following is depicted:

- Beaufort County Two-Week Incidence Rate
    - Cases Reported: 126 cases per 100,000 in population
    - Incidence Rate: Moderate
    - Change from Previous Reporting Period: a drop of 30.4%
- Bluffton 29909 / 29910 Combined Cases Reported
    - Number of Cases Reported: 36
    - Change from Previous Reporting Period: 21.7% decrease

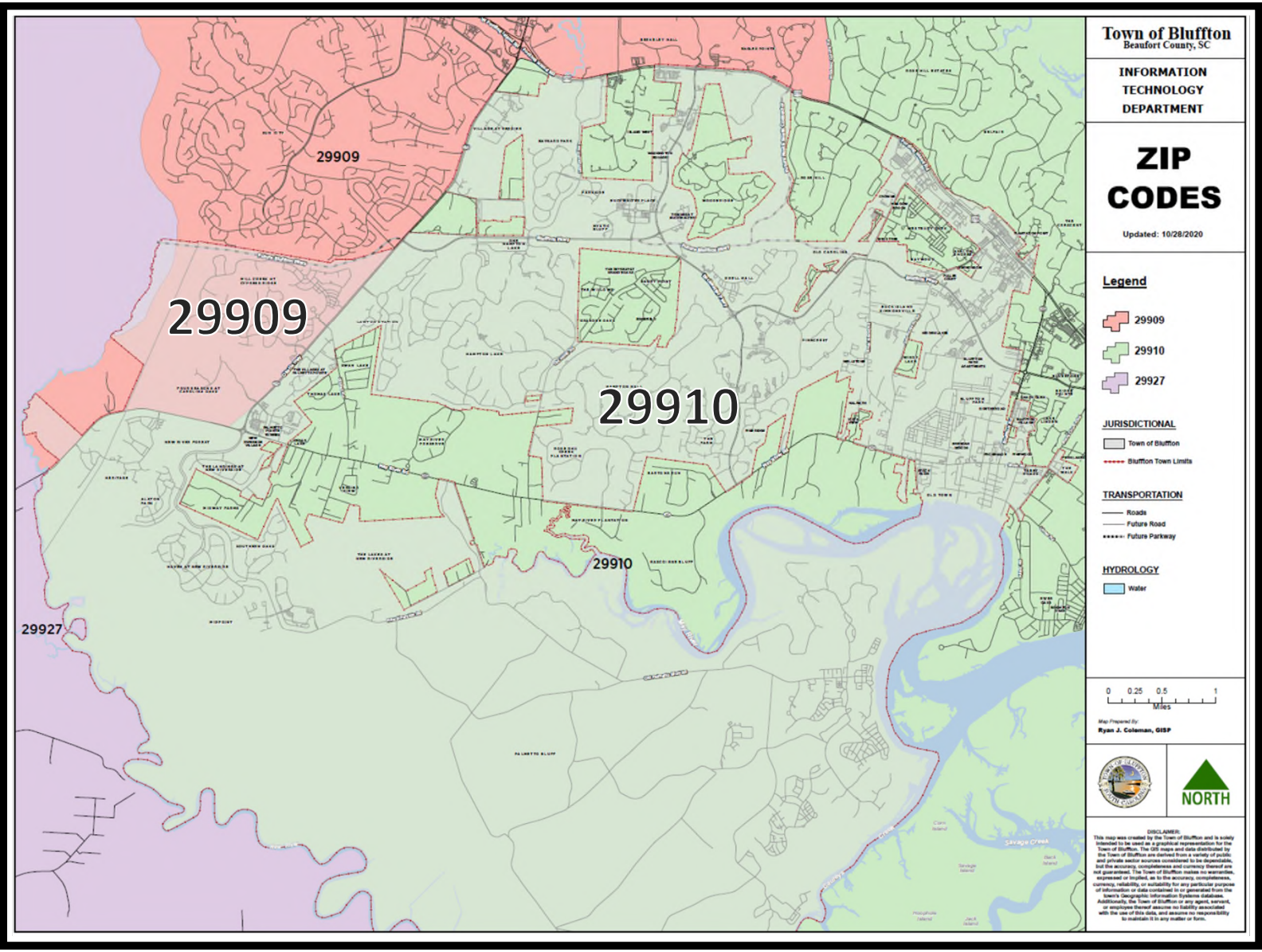
Two-Week Incidence Rate – Beaufort County, SC
COVID-19 Cases Reported per 100,000 population
Source: SC Dept of Health and Environmental Control



Number of COVID-19 Reported Cases per 2-Week Period
Bluffton Zip Codes 29909 and 29910
Source: SC Dept of Health and Environmental Control



	3/11	3/25	4/8	4/22	5/6	5/20	6/3	6/17	7/1	7/15	7/29	8/12	8/26	9/9	9/23	10/7	10/21	11/4	11/18	12/2	12/16	12/30	1/13	1/27	2/10	2/24	3/10	3/24	4/7	4/21	5/5	5/19
29909	1	1	4	1	3	3	13	8	34	52	54	25	15	8	19	12	35	33	58	70	117	86	137	128	105	55	29	13	28	9	14	9
29910	0	6	26	10	6	5	44	81	184	256	277	181	104	87	77	75	64	85	130	191	284	372	514	470	334	274	175	92	69	60	32	27
Total	1	7	30	11	9	8	57	89	218	308	331	206	119	95	96	87	99	118	188	261	401	458	651	598	439	329	204	105	97	69	46	36


29909
29910
29927
Town of Bluffton
Beaufort County, SC
INFORMATION TECHNOLOGY DEPARTMENT
ZIP CODES
Updated: 10/28/2020
Legend
29909
29910
29927
JURISDICTIONAL
Town of Bluffton
Bluffton Town Limits
TRANSPORTATION
Roads
Future Road
Future Parkway
HYDROLOGY
Water
0 0.25 0.5 1
Miles
Map Prepared By:
Ryan J. Coleman, GISP
NORTH
DISCLAIMER:
This map was created by the Town of Bluffton and is solely intended to be used as a graphical representation for the Town of Bluffton. The GIS maps and data distributed by the Town of Bluffton are derived from a variety of public and private sector sources considered to be dependable, but the accuracy, completeness and currency thereof are not guaranteed. The Town of Bluffton makes no warranties, expressed or implied, as to the accuracy, completeness, currency, reliability, or suitability for any particular purpose of information or data contained in or generated from the town's Geographic Information Systems database. Additionally, the Town of Bluffton or any agent, servant, or employee thereof assume no liability associated with the use of this data, and assume no responsibility to maintain it in any matter or form.