



A Virtual Council Meeting will be conducted by County Council on Monday, October 2nd.

Watch Live via YouTube at:

<https://www.youtube.com/@jcmedia3657>

Pursuant to Ordinance #08-17, Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's Regular Meeting start time) on the **Public Comments Sign in Sheet** on the Podium to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes. Written Public Comments may also be submitted by 1PM on the date of the Council Meeting by emailing your comment to: comments@jaspercountysc.gov.

To participate in a **Public Hearing for a specific agenda item**, you may either email written public comments to comments@jaspercountysc.gov by **1:00PM on Monday, October 2nd, 2023**; or you can speak in person at the Council Meeting by signing in on the **Public Hearing Sign In Sheet** located outside the Council Chambers Doors prior to the start of the meeting. **Public Hearing Comments** shall be limited to **3 minutes per person**.

Instructions may also be found at the Jasper County website www.jaspercountysc.gov

FOR MORE INFORMATION, PLEASE CALL (843) 717-3696



JASPER COUNTY COUNCIL

VIRTUAL COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Bldg.
358 3rd Avenue, Ridgeland, SC 29936

Monday, October 2, 2023

AGENDA

6:00PM

1. Call to Order by Chairman Sauls

Clerk's Report of Compliance with the Freedom of Information Act.

In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification

2. Executive Session SECTION 30-4-70.

(a) A public body may hold a meeting closed to the public for one or more of the following reasons:

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [Litigation Update – Horowitz v. Jasper County; McDowell v. Jasper County; Davis v. Jasper County; Airport Matters – Removal of Fuel Tank;](#)

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – [Prospect Update](#)

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS. **PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM THE EXECUTIVE SESSION.**

3: Return to Open Session at 6:30PM

- 3.1 Action coming out of Executive Session

4. Pledge of Allegiance and Invocation:

5. Approval of Agenda:

PRESENTATIONS AND PROCLAMATIONS

6. None

RESOLUTIONS

7. None

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

8. **David Tedder** – Public Hearing and Consideration of the **2nd reading** of Ordinance **#O-2023-18** clarifying that the provisions of Ordinance O-2023-06, providing that certain property subject to the Development Agreement entered into by the County and Conduit Street Partners, LLC (CSP) must be conveyed by the property’s current owner to the developer thereof, includes the developer’s successors and assigns by recognizing and acknowledging the acquisition may be by an affiliate of CSP, to provide for the approval of an Exhibit inadvertently omitted, and matters related thereto (**1streading 09.18.2023**).

9. **David Tedder** – Public Hearing and consideration of the **3rd reading** of Ordinance **#O-2023-16** establish a Board of Parks and Recreation for Jasper County, South Carolina by adopting a new, Chapter 2, Article IV, Division 4 in the Jasper County Code of Ordinances (**1streading 08.21.2023; 2nd reading 09.05.2023**).

CITIZEN COMMENTS

10. Open Floor to the Public per Ordinance 08-17 Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting’s 6:30PM start time on the Sign-In Sheet on the Podium), to address Council on matters pertaining to County Services and Operations. Presentations will be limited to **three (3) minutes per person** and total public input will be limited to **30 minutes**.

11. Administrator’s Report

12. Approval of the Minutes

13. Council Members Comments

14. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II.

15. Adjournment:

***Council may act on any item appearing on the agenda including items discussed in executive session.**

In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting was posted on the County Council Building at a publicly accessible place and on the county website at least 24 hours prior to the meeting. A copy of the agenda was given to the local news media and posted at the meeting location twenty-four hours prior to the meeting.

***Special Accommodations Available Upon Request to Individuals with Disabilities*
*(843) 717-3696***

AGENDA

ITEM # 8

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2023-18

**AN ORDINANCE OF
JASPER COUNTY COUNCIL**

Clarifying that the provisions of Ordinance O-2023-06, providing that certain property subject to the Development Agreement entered into by the County and Conduit Street Partners, LLC (CSP) must be conveyed by the property's current owner to the developer thereof, includes the developer's successors and assigns by recognizing and acknowledging the acquisition may be by an affiliate of CSP, to provide for the approval of an Exhibit inadvertently omitted, and matters related thereto.

WHEREAS, on June 27, 2022, the Jasper County Council passed Ordinance O-2022-14, recorded in Book 1107, Page 1678 of the Jasper County Register of Deeds, which ordinance approved the County's entry into and execution of the development agreement (the "Development Agreement") that had been negotiated between the County and Conduit Street Partners, LLC, the "Developer").

WHEREAS, Ordinance O-2022-14 further contained a provision (in Paragraph 2 thereof) that instituted a deadline of June 30, 2023, by which the "Owner/Developer" (defined therein as CSP) must acquire legal title to the Property (the "Acquisition Deadline"); otherwise, the Development Agreement would automatically be null and void. The phrase imposing the Acquisition Deadline read as follows:

“[I]t is specifically recited that the provisions of the Development Agreement are expressly intended for the benefit of the Owner/Developer Conduit Street Partners. To the extent the Property is not conveyed to the Owner/Developer by the current legal owner by June 30, 2023, then the Development Agreement shall be void, regardless of any execution by the Council Chairman and delivery by the County Administrator on behalf of the County.” (emphasis added)

WHEREAS, subsequently by Ordinance o-2023-06, the acquisition deadline was amended to read "*To the extent the Property is not conveyed to the Developer by the current legal owner by **December 31, 2023**, then the Development Agreement shall be void, regardless of any execution by the Council Chairman and delivery by the County*

Administrator on behalf of the County.” (emphasis added) to address permitting delays with outside agencies; and

WHEREAS, the Developer has provided correspondence from the Army Corps of Engineers dated August 18, 2023, which states that the permit review has been transferred to another District in New Mexico because of workload constraints, likely resulting in further delays in receiving Corps permits in addition to delays and extended reviewing times of other controlling jurisdictional authorities and agencies whose approvals are required to obtain the Developer’s development permits; and

WHEREAS, Ordinance O-2023- 06 defines the Developer “as Conduit Street Partners, LLC”; and

WHEREAS, the Development Agreement defines the Developer as meaning “*the Owner, along with any and all successors in title, assigns or lessees of the Owner who are transferred in writing from the Owner all or a portion of the Development Rights under this Agreement and undertake Development of any portion of the Property, as applicable in the context where such term is used.*” and

WHEREAS, the Development Agreement further defines the “Owner” as “*Conduit Street Partners, LLC, a Maryland limited liability company, its corporate successors and any assignee, whereby such interest is assigned in writing to it by Owner. Owner has a present equitable interest in the Property by virtue of a contract to purchase with Current Legal Owner*”.

WHEREAS, as the terms of the Ordinance do not explicitly recognize that Conduit Street Partners, LLC, defined as “Owner/Developer” in the Development Agreement, includes the successors and assigns (including affiliated entities); and

WHEREAS, in order to make such a clarification, it is not necessary to amend the Development Agreement, since the Development Agreement already defines the “Developer” and “Owner” as including the successors and assigns of Conduit Street Partners, LLC (which would include affiliated entities); and

WHEREAS, after giving the matter consideration, the Jasper County Council has determined that it would be appropriate to pass an ordinance amending Ordinance 2023-06 to explicitly recognize and provide that the property must be conveyed to the Owner/Developer as defined in the Development Agreement, and further extending the Acquisition Deadline to accommodate permitting matters with outside agencies; and

WHEREAS, it has come to the County’s attention that an Exhibit to the Development Agreement (Exhibit E), which provided the form of the Assignment to be used when property was transferred to others was inadvertently omitted from the document and is not filed with the recorded Development Agreement, and that further, there was mislabeling of Exhibits by the mention of two separate exhibits (E and F);

NOW, THEREFORE, BE IT ORDAINED, by the Jasper County Council, duly assembled and with authority of same, that the above premises be incorporated by reference; and:

1. The last sentence of Paragraph 2 of Ordinance O-2023- 06 is hereby amended to read as set forth immediately below.
2. “To the extent the Property is not conveyed by the current legal owner to the Developer, as Developer and Owner are defined in the Development Agreement recorded at in the office of the Jasper County Register of Deeds in Book 1107 at Pages 1678 - 1718, by the later of **December 31, 2023, or ninety (90) days after receipt of all final outside agency land use and development permit approvals, including, but not limited to the Army Corps of Engineers permits**, then the Development Agreement shall be void, regardless of any execution by the Council Chairman and delivery by the County Administrator on behalf of the County.
3. The extension of the Acquisition Deadline effected by this Ordinance shall not require any amendment or modification of the Development Agreement between the Developer and Jasper County. Accordingly, the terms of such Development Agreement shall remain in effect, subject to the new Acquisition Deadline set forth above.
4. The Form of Assignment attached hereto (Exhibit E is a complete Assignment, Exhibit E-1 is a partial Assignment) to be used when transferring rights and obligation under the Development Agreement are approved by County Council, with leave for the County Administrator, upon advice from the County Attorney, to make such non-substantial modifications as may be desirable to best accomplish the identification of, and responsibilities and obligations being transferred.
5. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances shall for any reason be held to be invalid or unconstitutional., the invalid section, clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance: and it is hereby declared to be the intention of the County Council that the remainder of this

ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.

6. This ordinance shall take effect upon approval by Council.

Martin L. Sauls, IV
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # O-2023-18
First Reading: September 18, 2023
Public Hearing: October 2, 2023
Second Reading: October 2, 2023
Third Reading: _____
Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

FIRST EXHIBIT TO ORDINANCE

EXHIBIT E for Development Agreement

Complete Assignment of Property

EXHIBIT E

TRANSFER AND ASSIGNMENT OF DEVELOPMENT RIGHTS AGREEMENT

STATE OF SOUTH CAROLINA)	ASSIGNMENT AND ASSUMPTION
)	OF RIGHTS AND OBLIGATIONS
COUNTY OF JASPER)	UNDER DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT (this “Assignment and Assumption”) is dated this _____ day of _____, 202_, by and among **CONDUIT STREET PARTNERS, LLC**, a Maryland limited liability company (“Assignor”), _____, a _____ (“Assignee”), and **JASPER COUNTY, SOUTH CAROLINA** (“Jasper County”).

WHEREAS, on or about August 6, 2022, Assignor entered into a Development Agreement (the “Development Agreement”) with Jasper County, incident to development of certain real property located in the unincorporated area of Jasper County, consisting of approximately 38.84 acres (the “Property”), as more particularly described in the Development Agreement recorded August 10, 2022, in the Office of the Register of Deeds for Jasper County, South Carolina in **Book 1107 at Page 1678**, and which Property is described on **Exhibit A** attached thereto; and,

WHEREAS, at the time that the Development Agreement was executed by Assignor and Jasper County and recorded, PAUL H. ANDERSON, EMILY A. TILLMAN and JOHN F. ANDERSON (collectively, “Sellers” or the “Current Legal Owners”) were the current legal owners of the Property, Assignor was the contract purchaser of all the Property pursuant to an Agreement of Purchase and Sale (the “Real Estate Contract”) between the Current Legal Owners, as sellers, and Assignor, as purchaser, and Assignor proposed to develop, or cause to be developed therein, residential and community amenity uses and related site infrastructure improvements, as further described in the Development Agreement; and,

WHEREAS, on _____, 202_, Assignor and Assignee entered into an Agreement to Assign Agreement of Purchase and Sale (the “Agreement”) providing for the assignment by Assignor to Assignee of all of Assignor’s right to (x) purchase all the Property from the Current Legal Owners pursuant to the Real Estate Contract and (y) develop all the Property; and,

WHEREAS, on _____, 202_, and pursuant to the Agreement, Assignor assigned to Assignee all of Assignor’s right to (x) purchase all the Property from the Current Legal Owners pursuant to the Real Estate Contract and (y) develop all the Property; and,

WHEREAS, on _____, 202____, Assignee, as assignee of Assignor as purchaser under the Real Estate Contract, purchased and acquired all of the Property from the Current Legal Owners and now proposes to develop, or cause to be developed therein, residential and community amenity uses and related site infrastructure improvements, as further described in the Development Agreement; and,

WHEREAS, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume, all of Assignor's rights, title, interests, privileges and obligations in, to and under the terms of the Development Agreement, thus necessitating the preparation and execution of the within Assignment and Assumption.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof being herewith acknowledged, the parties hereby agree as follows, to wit:

1. Assignment and Assumption of Rights. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor's rights, title, interests, privileges and obligations in, to and under the Development Agreement and the CSP PDD Standards (the "PDD Standards"), including, but not limited to, all of Assignor's rights, title, interests and privileges in and under the Development Agreement to develop and construct up to Two Hundred Seventy-five (275) residential dwelling units on the Property. Assignee hereby assumes and agrees to perform all of Assignor's rights, privileges and obligations as described in the Development Agreement. Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Property in accordance with such terms. The rights, privileges and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. Transfer of Obligation to Pay Development Fees. The obligation of the Owner (as defined in the Development Agreement) to comply with the terms of Article XI of the Development Agreement, concerning the payment of the Development Fees and administrative charges, as such relate to the Property, is hereby included in Assignor's assignment and Assignee's assumption herein. Assignee hereby assumes the Owner's obligations to pay the Development Fees and administrative charges related to the Property, as said obligations are set forth in Article XI of the Development Agreement.

3. Enumeration of Assigned and Assumed Rights and Obligations. For purposes of illustration only, and not as a limitation on the assignment and assumption effectuated by Paragraph 1 above, Assignor hereby assigns and Assignee hereby assumes and agrees to perform and be bound by the following:

1.1 Assignor does hereby assign and transfer to Assignee all of Assignor's rights, title and interest in, to and under the Development Agreement, including, but not limited to, all of Assignor's rights, title, interests and privileges in and under the Development Agreement to develop and construct up to Two Hundred Seventy-five (275) residential dwelling units on the Property (the "Development Rights"); and

1.2 Assignee assumes the obligation to pay any Development Fees and administrative charges identified in Article XI of the Development Agreement as they relate to the Property, as set forth in Paragraph 2 above.

4. Default and Enforcement of Provisions. As provided in Article XV of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Assignment and Assumption incident to the Property, the non-defaulting party may pursue any and all legal or equitable remedies, including specific performance, against the defaulting party.

5. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages or other matters (including reasonable attorney fees) arising out of any breach by Assignee of the Development Agreement from and after the date of this Assignment and Assumption. Assignor agrees to indemnify, defend and hold harmless Assignee, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages or other matters (including reasonable attorney fees) arising out of any breach by Assignor of the Development Agreement prior to the date of this Assignment and Assumption.

6. Notices. Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under Section XVII of the Development Agreement and shall be addressed as follows:

As to Assignee:

As to Assignor:

Conduit Street Partners, LLC
59 Franklin Street
Annapolis, MD 21401
Attn: Peter Zadoretzky
E-mail: pzadoretzky@oapartners.com

With a required copy to:

Bouhan Falligant LLP
One West Park Avenue
Savannah, GA 31401
Attn: John D. Northup III, Esq.
E-mail: jdnorthup@bouhan.com

As to Jasper County:

County Administrator, Jasper County
358 Third Avenue
Courthouse Square
Post Office Box 1149
Ridgeland, South Carolina 29936
Attn: Andrew P. Fulghum
Email: afulghum@jaspercountysc.gov

With a required copy to:

County Attorney, Jasper County
358 Third Avenue
Courthouse Square
Post Office Box 1149
Ridgeland, South Carolina 29936
Attn: David L. Tedder, Esq.
Email: dtedder@jaspercountysc.gov

Binding Effect. This Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

Governing Law. The within Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

Acknowledgment by Jasper County. By its signature below, Jasper County hereby acknowledges the assignment of development rights and obligations as set forth herein. Any further assignments by the Assignee must be provided to Jasper County, consistent with the terms of the Development Agreement.

[Signatures Contained on Following Pages]

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption to be duly executed as of the date set forth above.

Assignor:

CONDUIT STREET PARTNERS, LLC,
a Maryland limited liability company

Signed, sealed and delivered
in the presence of:

Witness

By: _____
Name:
Its:

STATE OF SOUTH CAROLINA)

) **ACKNOWLEDGMENT**

COUNTY OF _____)

I, the undersigned Notary Public for South Carolina, do hereby certify that _____, as _____ of **CONDUIT STREET PARTNERS, LLC**, a Maryland limited liability company, on behalf of said company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officer/member/manager of said company, who acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 202____.

Notary Public for South Carolina
My commission expires:

Assignee:

_____,
a _____

Signed, sealed and delivered
in the presence of:

Witness

By: _____
Name:
Its:

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that _____, as _____ of _____, a _____, on behalf of said [corporation][company], known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officer/member/manager of said [corporation][company], who acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 202__.

Notary Public for South Carolina
My commission expires:

SECOND EXHIBIT TO ORDINANCE

EXHIBIT E -1
for Development Agreement

Partial Assignment of Property

STATE OF SOUTH CAROLINA)	PARTIAL ASSIGNMENT AND
)	ASSUMPTION OF RIGHTS AND
)	OBLIGATIONS UNDER
COUNTY OF JASPER)	DEVELOPMENT AGREEMENT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF RIGHTS AND OBLIGATIONS UNDER DEVELOPMENT AGREEMENT (“Partial Assignment and Assumption”) is dated this _____ day of _____, 202_, by and among **CONDUIT STREET PARTNERS, LLC**, a Maryland limited liability company (“Assignor”), _____, a _____ (“Assignee”), and **JASPER COUNTY, SOUTH CAROLINA** (“Jasper County”).

WHEREAS, on or about August 6, 2022, Assignor entered into a Development Agreement (the “Development Agreement”) with Jasper County, incident to development of certain real property located in the unincorporated area of Jasper County, consisting of approximately 38.84 acres (the “Property”), as more particularly described in the Development Agreement recorded August 10, 2022, in the Office of the Register of Deeds for Jasper County, South Carolina in Book 1107 at Page 1678, and which Property is described on Exhibit “A” attached thereto; and,

WHEREAS, on _____, 202____, Assignor and Assignee entered into an Agreement of Sale (“Agreement”) providing for the sale by Assignor to Assignee of _____ acres (“Transferred Property”) as described on Exhibit “A” attached hereto; and,

WHEREAS, the remaining balance of the original Property made subject to the Development Agreement, and not previously transferred to others, containing approximately _____ acres, and all development rights and obligations specifically associated therewith, is hereby presently retained by the Assignor (“Retained Property”) as described in Exhibit “B” attached hereto; and,

WHEREAS, as an integral part of the conveyance of a portion of the original Property by Assignor to Assignee, it is the desire and intention of Assignor to assign to Assignee, and it is the desire and intention of Assignee to assume certain rights, privileges and obligations under the terms of the Development Agreement applicable to the Transferred Property, thus necessitating the preparation and execution of the within Partial Assignment and Assumption.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy whereof is herewith acknowledged, the parties hereby agree as follows, to wit:

- 2. Partial Assignment and Assumption of Rights.** Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor’s rights, privileges and obligations as described in the Development Agreement and the Malphrus Tract PDD Standards (“PDD Standards”) to develop up to _____

Dwelling Units applicable to the Transferred Property, together with up to _____ acres of Commercial development rights and commercial square footage of the types described below, except for those certain excluded obligations, rights and privileges (“Excluded Obligations”) identified below. Assignee hereby assumes and agrees to perform all of Assignor’s rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, except for the Excluded Obligations. Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

3. Excluded Obligations. The obligation of the Owner or a Subsequent Developer, as applicable, to comply with the terms of Article XI of the Development Agreement, concerning the payment of a prorated amount of the Development Fees and administrative charges, as such relate to the Retained Property, only is hereby excluded from Assignor’s assignment and Assignee’s assumption herein; provided, however, Assignee assumes the obligations to pay a prorated amount of the Development Fees and administrative charges related to the Transferred Property and the transfer of it by Assignor to Assignee, as said obligations are set forth in Article XI of the Development Agreement.

4. Enumeration of Assigned and Assumed Rights and Obligations. For purposes of illustration only, and not as a limitation on the assignment and assumption effectuated by Paragraph 1 above, Assignor hereby assigns and Assignee hereby assumes and agrees to perform and be bound by the following:

4.1 Assignor shall assign and does hereby transfer to Assignee all of Assignor’s rights, title and interest to develop up to _____ Dwelling Units and up to _____ acres of Commercial development and _____ square feet of _____ (type of commercial development) (“Development Rights”); and

4.2 Assignee assumes the obligation to pay any Development Fees and administrative charges identified in Article XI as they relate to the Transferred Property, as set forth in Paragraph 2 above; and

5. Default and Enforcement of Provisions. As provided in Section XV of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue any and all legal or equitable remedies, including specific performance, against the defaulting party.

6. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages or other matters arising out of any breach by Assignee of the Development Agreement.

7. Notices. Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under Section XVII of the Development Agreement and shall be addressed as follows:

As to Assignee:

With a required copy to:

To Assignor:

Conduit Street Partners, LLC
59 Franklin Street
Annapolis, MD 21401
Attn: Peter Zadoretzky
E-mail: pzadoretzky@oapartners.com

With a required copy to:

Bouhan Falligant LLP
One West Park Avenue
Savannah, GA 31401
Attn: John D. Northup III, Esq.
E-mail: jdnorthup@bouhan.com

8. Binding Effect. This Partial Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

9. Governing Law. The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

10. Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

11. Acknowledgment by Jasper County. By its signature below, Jasper County hereby acknowledges the assignment of development rights and obligations as set forth herein. Any further assignments by the Assignee must be provided to Jasper County, consistent with the terms of the Development Agreement.

IN WITNESS WHEREOF, the parties have caused this Partial Assignment and Assumption to be duly executed as of the date set forth above.

Signed, sealed and delivered
in the presence of:

ASSIGNEE:

Witness

By: _____

Notary

By: _____

Name Printed: _____

Its: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that _____, as _____ of _____, on behalf of _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officer/member/manager of _____, who acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 202____.

Notary Public for South Carolina
My commission expires:

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

CONDUIT STREET PARTNERS, LLC,
a Maryland limited liability company

Signed, sealed and delivered
in the presence of:

Witness

By: _____
Name:
Its:

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

I, the undersigned Notary Public for South Carolina, do hereby certify that _____, as _____ of **CONDUIT STREET PARTNERS, LLC**, a Maryland limited liability company, on behalf of said company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate officer/member/manager of said company, who acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this _____ day of _____, 202__.

Notary Public for South Carolina
My commission expires:

Signed, sealed and delivered
in the presence of:

WITNESSES:
CAROLINA

JASPER COUNTY, SOUTH

By: _____
_____, County Administrator

Attest: _____
_____, Clerk to Council

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF JASPER)

I HEREBY CERTIFY, that on this ____ day of _____, 202__,
before me, the undersigned Notary Public of the State and County aforesaid, personally
appeared _____ and _____, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within document,
as the appropriate officials of Jasper County, South Carolina, who acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2023.

Notary Public for South Carolina
My Commission Expires: _____

EXHIBIT A
DESCRIPTION OF TRANSFERRED PROPERTY

EXHIBIT B
DESCRIPTION OF RETAINED PROPERTY

AGENDA

ITEM # 9

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE # 0-2023-16**

AN ORDINANCE OF JASPER COUNTY COUNCIL

To establish a Board of Parks and Recreation for Jasper County, South Carolina by adopting a new, Chapter 2, Article IV, Division 4 in the Jasper County Code of Ordinances

WHEREAS, The Jasper County Council should periodically review County Ordinances for relevance and adjustment and incorporation; and

WHEREAS, The Jasper County Council realizes the desirability of citizen involvement; and

WHEREAS, The 10 year Comprehensive Plan includes enhancements in Recreation to match future growth; and

WHEREAS, The Jasper County Council believes there is need to have the citizens involved in the planning and execution of such enhancements; and

WHEREAS, The authority to establish and constitute this Board is provided in the Code of Laws of South Carolina Sections 4-9-30 and 4-9-170;

NOW THEREFORE, BE IT ORDAINED, by the Jasper County Council duly assembled and by the authority of the same:

1. There is hereby created a Parks and Recreation Board for Jasper County by the adoption of the following Ordinance provisions to the Jasper County Code creating a new Chapter 2, Article IV, Division 4, *Parks and Recreation Board*, to be codified as new Sections 2-151 through 2-180 (replacing the prior Division 4, *Hospital Commission*, which was abolished by Ordinance dated November 4, 1996):

DIVISION 4. PARKS AND RECREATION BOARD

Sec. 2-151. Establishment of the Jasper County Parks and Recreation Board.

The Jasper County Recreation Advisory Board is hereby established by the authority of the

Jasper County Council. The board must act in an advisory capacity to the County Administrator and County Council in matters affecting parks and recreation. The Board's actions are not binding upon the County.

Sec. 2-152. Responsibilities.

The Jasper County Recreation Board is specifically charged with the following advisory responsibilities;

- (1) Recommending objectives and goals of the Parks and Recreation Department, including but not limited to the formulation of departmental master planning necessary to develop a broad variety of programs, facilities, and services that will meet the needs of the community and evaluate budgetary considerations for such.
- (2) Recommending rules, regulations and departmental policies for recreational programs, events, and facilities.
- (3) Providing advice and recommendations to county council with respect to recreation programs, events, facilities, resources and needs of the department.
- (4) Making recommendations for the establishment and maintenance of an effective public relations program and close liaison and coordination with other community agencies and governments.
- (5) Encouraging broad citizen involvement in the development and use of recreational programs and facilities.

Sec. 2-153. Appointment, terms, and removal.

- (1) The Jasper County Recreation Advisory Board must be appointed by and serve at the pleasure of the County Council. The Board will consist of 7 Board Members. The Board Members must be appointed by a majority vote of the County Council for terms of four (4) years and until their successors are appointed and qualify. Vacancies must be filled for the unexpired portion of the term in the same manner as the original appointment. Board member's terms must be appropriately staggered; accordingly, for appointments made in calendar year 2023, three (3) of the seven (7) appointments for the initial appointments for 2023 shall be for a term of two years. All terms shall end on December 31, and for the initial appointees, all terms shall be deemed to commence on January 1, 2024, without assessing the period of time from their initial appointment until December 31, 2023 against their term of office.

- (2) Each councilperson will nominate a citizen from their District. The two remaining Members will be selected at large by the Council. Elected officials are not eligible to hold a position on the council. Each nominee will be appointed by a simple majority of the council. In the event the District nominee is not appointed by the council by a majority vote, the person nominating that person must be entitled to nominate additional persons for consideration.
- (3) The Council Chairperson may appoint a liaison to represent The County Council.
- (4) The Board must elect a chairperson and vice chairperson upon a majority vote, each officer shall serve a term of one year, and shall be eligible to serve successive terms. The Administrator must assign the staff member who performs the specific duties under Section 2-79(7) of the County Code of Ordinances.
- (5) Board members may be removed by the County Council for cause pursuant to Section 2-78(b)(8), including but not limited to excessive absenteeism, which may be shown by reference to approved minutes of meetings.

Sec 2-154. Qualifications

Members of the Recreation Board must meet the qualifications for appointments as set forth in Section 2-78 of the Jasper County Code of Ordinances, as well as the items set out in Section 2-155 of this ordinance.

Sec. 2-155. Financial management of funds.

Members of the recreation board serve without compensation. The County Administrator is hereby authorized and empowered to pay, from the general fund line item as approved by County Council, such expenses as the board may incur in the performance of committee duties.

Sec. 2-170 Meetings

The Jasper County Parks and Recreation Board must establish regular meeting times and place in accordance with Jasper County Ordinance Section 2-79. Its meetings must be public and proposed minutes of the meetings must be provided to the Administrator within ten (10) days of each meeting. Minutes shall be approved by the Board at the next regular Board meeting. The Jasper County Parks and Recreation Board must report its activities and plans to the County council annually before **July 1** of every year.

Sec. 2-171 – 2-180 Reserved.

2. Provisions of ordinances previously adopted by County Council, which are not consistent with the restrictions and requirements of this Ordinance 0-2023-16 are deemed superseded.

3. If any section, clause, paragraph, sentence or phrase of this ordinance, or application thereof any person or circumstances must, for any reason be held to be invalid or unconstitutional. The invalid section, clause paragraph, sentence, phrase or application shall no way affect the remainder of this ordinance: and is hereby declared to be the intention of the County Council that the remainder of this ordinance would have passed notwithstanding the invalidity or unconstitutionality of any section, clause paragraph, sentence or phrase thereof.

4. This ordinance must take effect upon approval by Council.

L. Martin Sauls. IV, Chairman

Attest:

Wanda Simmons, Clerk to Council

Ordinance# 0-2023-16

First Reading: 08.21.2023

Public Hearing: 10.02.2023

Second Reading: 09.05.2023

Third Reading: 10.02.2023

Adopted:

Reviewed for form and draftsmanship by Jasper County Attorney

David L. Tedder

Date

AGENDA

ITEM # 10

Public Comments

AGENDA

ITEM # 11



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800*

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

Administrator's Report October 2, 2023

1. Comprehensive Plan Review/Moratorium:
Stakeholder Advisory Kickoff meeting to be held on Oct. 5. Details follow.
2. Exit 3:
I will provide a brief update. Notice of public hearing to consider the Redevelopment Plan for the Exit 3 Redevelopment Project received and acknowledged. A copy follows this report.

The County Administrator's Progress Report and any miscellaneous correspondence, agendas, and minutes follow this report.



Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659
Ridgeland, South Carolina 29936
Phone (843) 717-3650 Fax (843) 726-7707

Lisa Wagner, CFM
Director of Planning and Building Services
lwagner@jaspercountysc.gov

September 19, 2023

Keep Chelsea Rural
Smittie Cooler

Via: Email

RE: Invitation to Serve as a Stakeholder with the Review of the Jasper County Comprehensive Plan

Dear Mr. Cooler:

Five years ago, the citizens and community leaders of Jasper County came together to develop *Jasper's Journey, A Comprehensive Master Plan for Jasper County*. The Plan, officially adopted by the Jasper County Council in 2018, addresses land use, infrastructure, natural and cultural resources, and other areas critical to the county's future. Jasper County is now in the process of updating the Plan, with a focus on the land use and community facilities elements.

As a leader in the community, we invite you or a member of your organization to participate on a Stakeholder Advisory Committee to provide valuable insight, information, and for the update of the plan. This Committee will be comprised of landowners, nonprofit organizations, local and state agencies, economic developers, realtors, and other community leaders. **Please join us for our kick-off meeting to learn more:**

Jasper's Journey Stakeholder Advisory Committee Kick-Off Meeting

When: October 5, 2023 at 10:00 am

Where: Jasper County Clementa C. Pinckney Government Building, 358 Third Avenue, Ridgeland, SC 29936 in the Council Chambers located on the 3rd Floor

The Process

The Euhaw Broad River Planning Area is of particular concern and is currently under a moratorium for new development. This moratorium was enacted to allow time for the partial update of the future land use map, which provides a roadmap for growth and development. During this initial phase, Jasper County will also conduct a review and update of land use regulations, particularly as they pertain to the Euhaw Broad River Planning Area, with the goal of adoption of any new regulations prior to the end of the moratorium on March 20, 2024.

Once the work in the Euhaw Broad River Planning Area is complete, the remaining areas of the county land use and community facilities elements will be updated, along with additional narrative updates as needed. Ideas and concepts developed during the Euhaw Broad River Planning Area phase may be incorporated into other areas of the county.

Role of the Stakeholder Advisory Committee

Members of the Stakeholder Advisory Committee are respectfully requested to participate in the following ways:

- *Committee Meetings:* The Committee will meet three times over the next six to eight months to focus on the Euhaw Broad River Planning Area, with two to three meetings anticipated afterwards to discuss additional areas of the county. Meetings will be approximately one hour. All meetings will be held at the Jasper County Clementa C. Pinckney Building in Ridgeland and/or may be held virtually.
- *Providing Information and Feedback:* As a representative of your organization and/or constituent group, you will be asked to share relevant information and feedback throughout the process through meetings, review of draft documents, and other means.
- *Jasper's Journey Ambassador:* This process will include opportunities for the public to participate through online surveys, community workshops and events, and open house presentations. Each member of the Stakeholder Advisory Committee will be asked to spread the word about our engagement opportunities.

On behalf of Jasper County, we hope you will join us in this important process, and we thank you for your consideration. **Please reply by September 30, 2023 to Lisa Wagner with your acceptance or regret.** If you have any questions, please do not hesitate to contact me for additional information.

Sincerely,

Lisa Wagner

Lisa Wagner, CFM
Director of Planning and Building Services
lwagner@jaspercountysc.gov



NOTICE

REGARDING THE REDEVELOPMENT PLAN FOR THE EXIT 3 REDEVELOPMENT
PROJECT AREA BY THE CITY OF HARDEEVILLE, SOUTH CAROLINA

September 7, 2023

Mr. Martin L. Sauls, IV
Chairman, Jasper County Council
358 3rd Avenue
Ridgeland, South Carolina 29936

Mr. Andrew P. Fulghum
Jasper County Administrator
358 3rd Avenue
Ridgeland, South Carolina 29936

Dear Mr. Sauls and Mr. Fulghum,

You are hereby notified that a public hearing (the "Public Hearing") will be held by the City Council (the "City Council") of the City of Hardeeville, South Carolina (the "City") in City Council's Chambers at 205 Main Street, Hardeeville, South Carolina, at 5:00 p.m. on Thursday, November 2, 2023. The purpose of the Public Hearing is to consider the Redevelopment Plan for the Exit 3 Redevelopment Project Area (the "Redevelopment Plan"), including the financing described in the Redevelopment Plan prior to the approval of the Redevelopment Plan by enactment of an ordinance by the City Council. All interested persons will be given an opportunity to be heard at the Public Hearing. Due to COVID-19 safety precautions, in person attendance at the Public Hearing is limited. Any party wishing to attend the Public Hearing must contact the City Clerk at rconner-payne@hardeevillesc.gov prior to the Public Hearing (i) to ensure meeting room limits are maintained and safety precautions are abided by if such party wishes to attend the Public Hearing in person, or (ii) to obtain instructions as to how to attend the Public Hearing remotely if such party does not wish to attend the Public Hearing in person.

The boundaries of the proposed redevelopment project area (the "Exit 3 Redevelopment Project Area") are shown on the map attached hereto as **Exhibit A** and are more particularly described on **Exhibit B** attached hereto. All of the real property within the Exit 3 Redevelopment Project Area currently is vacant, considered either an "Agricultural area" or a "Blighted area" (within the meaning of Title 31, Chapter 6 of the Code of Laws of South Carolina 1976, as amended) or both, and owned by SLF III-Hardeeville, LLC (together with its successors and assigns, the "Owner"). The factors that result in the Exit 3 Redevelopment Project Area being an Agricultural area, a Blighted area, or both are that that the Exit 3 Redevelopment Project Area is an unimproved or vacant area and used primarily for agricultural purposes where sound growth and redevelopment are impaired by:

- (a) obsolete platting;
- (b) lack of necessary transportation infrastructure;
- (c) lack of water or wastewater;
- (d) lack of storm drainage facilities;
- (e) inadequate electric and natural gas energy services; and
- (f) lack of modern communications infrastructure.

The redevelopment projects (the "Redevelopment Projects") within or benefiting the Exit 3 Redevelopment Project Area are (a) a new interchange at Exit 3 on I-95, including all related drainage and storm water infrastructure (the "Exit #3 Proper Project"), (b) an approximately 1.5-mile stretch of RiverPort Parkway north of I-95, including all related drainage and storm water infrastructure (the "Parkway North

Project”) and (c) an approximately 4-mile stretch of RiverPort Parkway south of I-95, including all related drainage and storm water infrastructure (the “Parkway South Project”). The Parkway South Project will be funded and constructed by the Owner. The estimated costs of the Exit #3 Proper Project, the Parkway North Project, and the Parkway South Project are set forth in the attached Schedule A.

The redevelopment objectives of the City for the Exit 3 Redevelopment Project Area are summarized as follows:

- (a) To redevelop agricultural properties to provide multiple uses thereof in order to enhance the economy and tax base of local governments through the private development and redevelopment of the Exit 3 Redevelopment Project Area, thereby promoting the welfare of the public;
- (b) To promote the welfare of the public by creating new jobs and enhancing the economic health of the community through diversification of the economic base;
- (c) To promote and protect the health, safety, and welfare of the public by creating connectivity and improving transportation between the Exit 3 Redevelopment Project Area, the Port of Savannah, the future Jasper Ocean Terminal and surrounding economic development projects;
- (d) To promote and protect the health, safety, and welfare of the public by enhancing mobility and safety by means of alternative and more secure evacuation routes within the Exit 3 Redevelopment Project Area and surrounding areas; and
- (e) To promote and protect the health, safety, and welfare of the public by avoiding major traffic disruptions within the Exit 3 Redevelopment Project Area and surrounding areas in light of the projected insufficiency of Exit 5 of I-95 to accommodate anticipated traffic.

The Redevelopment Plan further will describe the current conditions in the Exit 3 Redevelopment Project Area; the anticipated sources of funds to pay costs for the Redevelopment Projects, including the obligations to be issued, expected grants to be received, and private investments to be made; the long-term project maintenance cost of the Redevelopment Projects, as applicable; the most recent equalized assessed valuation of the Exit 3 Redevelopment Project Area; an estimate as to the equalized assessed valuation of the Exit 3 Redevelopment Project after redevelopment; and the general land uses that apply to the Exit 3 Redevelopment Project Area.

In order to finance the costs of the Redevelopment Projects, the City Council anticipates authorizing issuance by the City of tax increment financing bonds, notes, or other evidence of indebtedness (the “Obligations”) to carry out the Exit #3 Proper Project and, under certain circumstances, to refund outstanding Obligations. The estimated maximum term of any Obligations will be thirty (30) years, and the estimated maximum principal amount of the Obligations to be issued (without duplication for the amount of Obligations that refund previously issued Obligations) will be \$37,500,000. The City Council’s current expectation is that the City and Jasper County (the “County”) will enter into (a) a Loan Agreement (the “Loan Agreement”) and (b) an Intergovernmental Agreement, each with the South Carolina Transportation Infrastructure Bank (the “SCTIB”), which will provide, in part, for a draw down loan (the “Loan”) to the City and the County in the principal amount of not to exceed \$28,095,903; provided, however, the City and County expect to draw down no more than \$18,240,000 under the Loan. The City expects the balance of the cost of the Redevelopment Projects will be funded from the sources and in the amounts as set forth in the attached Schedule A. Additional security for the payment of the Loan will be provided by the Owner

in connection with the initial closing of the Loan in the form of a fully-funded debt service reserve fund. The City's obligation under the Loan Agreement will constitute an "Obligation" as defined above.

In addition, prior to the issuance of any Obligations, the City expects to establish an "improvement district" (containing the same real property contained within the Exit 3 Redevelopment Project Area and to be known as the "Exit 3 Municipal Improvement District") pursuant to Title 5, Chapter 37 of the Code of Laws of South Carolina 1976, as amended, which will provide additional security for the Loan.

Pursuant to Section 31-6-80(F)(3) of the TIF Act, the City Council expressly finds that those portions of the Redevelopment Projects to be located outside of the Exit 3 Redevelopment Project Area (consisting of the first phase of RiverPort Parkway South at U.S. Highway 17 (approximately 2,500 linear feet of four lane divided roadway with drainage, water, wastewater and electric service lines completed)) will benefit the properties located within the Exit 3 Redevelopment Project Area in that the planned extension of RiverPort Parkway South will be more efficient with the paving and all utilities directly available for extension.

You are hereby requested to submit comments to the City (c/o Michael J. Czymbor, City Manager, 205 Main Street, Hardeeville, South Carolina 29927) concerning the Redevelopment Plan and the subject matter of the Public Hearing prior to the date of the Public Hearing. If you do not file an objection to the Redevelopment Plan at or prior to the date of the Public Hearing, you are considered to have consented to the Redevelopment Plan and the issuance of Obligations to finance or refinance the Redevelopment Projects, provided that the actual term of the Obligations issued is equal to or less than the term stated herein and in the Notice of Public Hearing. The City may issue Obligations to finance or refinance the Redevelopment Projects to the extent that each affected taxing district consents to the Redevelopment Plan. The tax increment for a taxing district that does not consent to the Redevelopment Plan must not be included in the special tax allocation fund.

For avoidance of doubt and confusion, this Notice supersedes, in all respects, that certain Notice Regarding the Redevelopment Plan for the Exit 3 Redevelopment Project Area by the City of Hardeeville, South Carolina dated September 18, 2020, delivered by the City to Jasper County.

Please acknowledge receipt of this letter by signing a copy of this Notice and returning it to me at Hardeeville City Hall. If you have any questions or comments regarding this matter, please do not hesitate to contact me at (843) 784-2231. Thank you in advance for your continued cooperation with the City.

Respectfully submitted,


Michael J. Czymbor, City Manager

RECEIPT ACKNOWLEDGED AS STATED HEREIN:

JASPER COUNTY, SOUTH CAROLINA

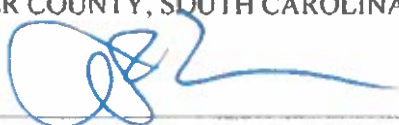
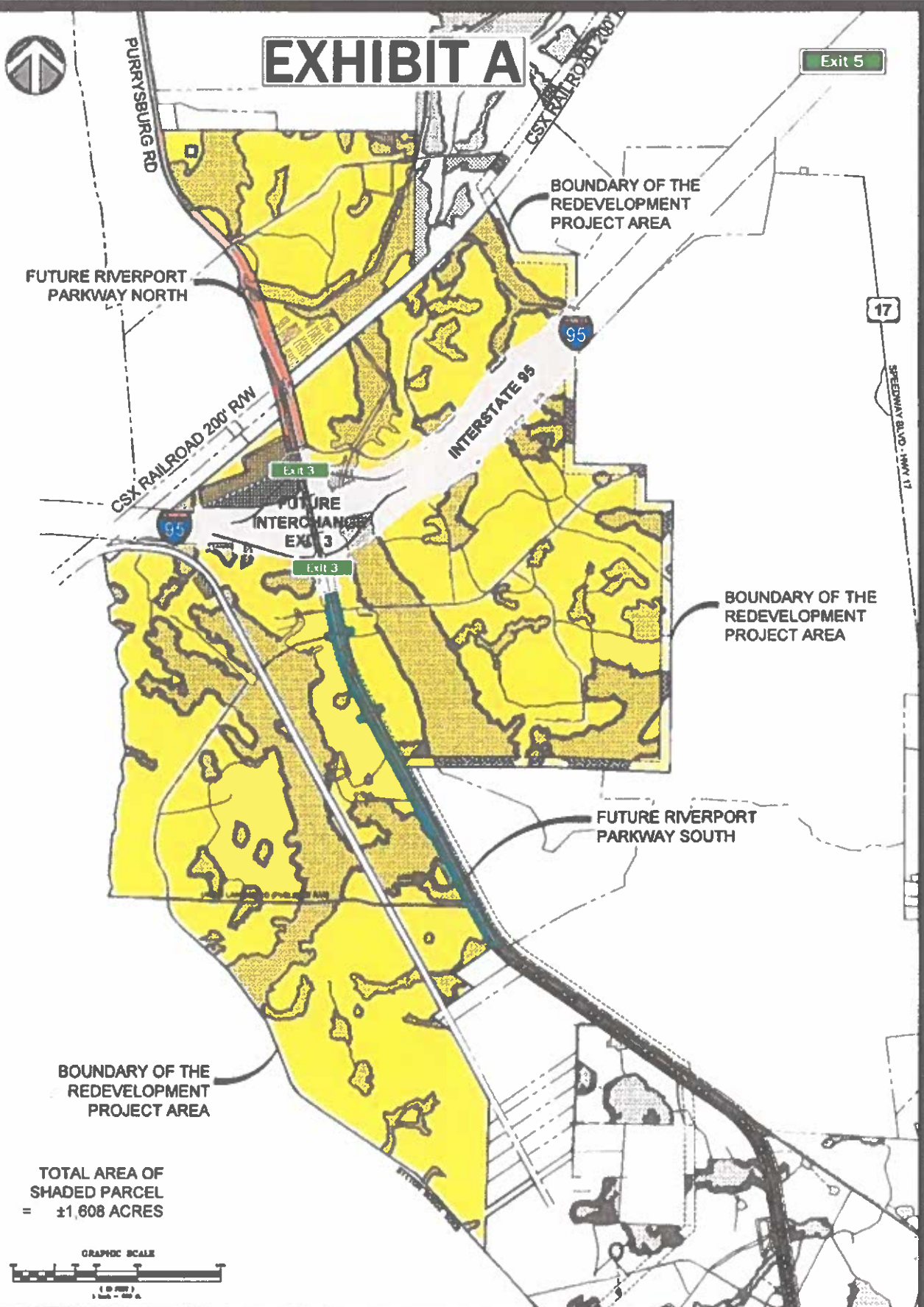
By: 
Title: Andrew P. Fulghum, County Administrator
Date: 09/25/23

EXHIBIT A

[Map]

EXHIBIT A



FUTURE RIVERPORT PARKWAY NORTH

BOUNDARY OF THE REDEVELOPMENT PROJECT AREA

Exit 5

CSX RAILROAD 200' R/W

FUTURE INTERCHANGE EXIT 3

INTERSTATE 95

17

SPEEDWAY BLVD - HWY 17

BOUNDARY OF THE REDEVELOPMENT PROJECT AREA

FUTURE RIVERPORT PARKWAY SOUTH

BOUNDARY OF THE REDEVELOPMENT PROJECT AREA

TOTAL AREA OF SHADED PARCEL = ±1,808 ACRES



PREPARED FOR
SLF III, HARDEVILLE LLC

EXIT 3
REDEVELOPMENT PROJECT AREA
HARDEVILLE, SOUTH CAROLINA

February 22, 2023

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

This map is shown in general plan of the development project and is for illustrative purposes only and not to be used for any other purpose. It is subject to change and revision without prior notice to the holder. Owners, contractors and other parties are to be notified in writing of any changes to the project and to the map.

EXHIBIT B

[Legal Description]

ALL those certain pieces, parcels and tracts of land situate, lying and being in the City of Hardeeville, County of Jasper, State of South Carolina, consisting in the aggregate of approximately 1608.30 acres, and being shown and described as "PARCEL 1A" containing 200.58 acres, more or less, "PARCEL 4" containing 179.72 acres, more or less, "PARCEL 5" containing 31.27 acres, more or less, "PARCEL 6" containing 469.07 acres, more or less, "PARCEL 7" containing 163.77 acres, more or less, "PARCEL 8" containing 288.62 acres, more or less, "PARCEL 9" containing 27.57 acres, more or less, and "PARCEL 10" containing 247.70 acres, more or less, on a plat entitled "**BOUNDARY PLAT THE HARDEEVILLE TRACT PARCEL 1A, PARCEL 4, PARCEL 5, PARCEL 6, PARCEL 7, PARCEL 8, PARCEL 9 and PARCEL 10 CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA**" prepared for SFL III Hardeeville, LLC, by Robert K. Morgan, III, S.C.R.L.S. No. 26957, of Thomas & Hutton Engineering Co., Savannah, GA, dated September 23, 2020, and recorded November 4, 2020, in the Office of the Jasper County Register of Deeds in Plat Book 0037 at Pages 0269-0272, bearing Document No. 202000005316, reference to which is hereby craved for a more complete description.

BEING a portion of that real property conveyed to SLF III-HARDEEVILLE, LLC, a Texas limited liability company, by that certain limited warranty deed from JPR LAND CO., LLC, a South Carolina limited liability company, recorded in the Office of the Jasper County Register of Deeds in Book 645 at Page 96.

TMS No. 029-00-03-006 (Parcel 1A)
TMS No. 030-00-02-009 (Parcel 4)
TMS No. 030-00-02-015 (Parcel 5)
TMS No. 030-00-01-014 (Parcel 6)
TMS No. 030-00-01-015 (Parcel 7)
TMS No. 030-00-01-001 (Parcel 8)
TMS No. 030-00-01-017 (Parcel 9)
TMS No. 030-00-01-018 (Parcel 10)

SCHEDULE A

Estimated Sources and Uses of Funding

Sources of Funds or Contribution	Uses of Funds or Contribution		
Sources	Estimated Amount or Estimated Value	Uses	Estimated Cost or Estimated Value
Cash or Similar Contributions:		Redevelopment Projects:	
SCTIB Grant*	\$28,100,000	<u>Exit 3 Proper</u>	
SCTIB Loan**	\$18,240,000	Plans & Engineering Exit 3 Proper Project	\$3,400,000
Jasper County Cash Contribution	\$13,500,000	Land (estimated value)	\$1,008,000
City Contribution***	\$4,164,587	Construction Exit 3 Proper Project	<u>\$45,604,000</u>
Owner Cash Contribution	\$3,100,000	Exit 3 Proper Project total	\$50,012,000
Owner's Payment for Parkway South	<u>\$29,104,786</u>	<u>Parkway North Project</u>	
Total Cash or Similar Contributions	\$96,209,373	Land (estimated value)	\$1,200,000
		Construction Parkway North Project	<u>\$13,936,000</u>
Owner Contribution of Land for Public ROW****	\$3,684,000	Parkway North Project total	\$15,136,000
		<u>Parkway South Project</u>	
		Design and Engineering Parkway South	\$1,819,049
		Land (estimated value)	\$1,476,000
		Construction Parkway South Project	<u>\$27,285,737</u>
		Parkway South Project total	\$30,580,786
		<u>Miscellaneous***</u>	<u>\$4,164,587</u>
		Total Redevelopment Projects	\$99,893,373
Total Sources of Funds or Contribution	\$99,893,373	Total Use of Funds or Contribution	\$99,893,373

* No portion of the proceeds of the SCTIB Grant or SCTIB Loan shall be used to fund the Parkway South Project or for payment for the public right of way.

** An additional up to \$9,860,000 in SCTIB Loan proceeds are available to pay for costs of the Exit #3 Proper Project to the extent that the total cost of the Exit #3 Proper Project (excluding the land contribution) is greater than the estimated amount specified in the table above, subject to the satisfaction of certain conditions.

*** City entered into a MOU with Owner in October 2018 for the reimbursement of project expenses for Exit 3, Riverport Parkway North plans and engineering, Interchange Justification Report, and National Environmental Policy Process Act. To date, the City has been reimbursed by \$1,882,977.00 for the payments that the City has made for the design and engineering costs related to the Parkway North Project.

**** The estimated value of the land to be contributed for the public right of way represents the value of the contributed real property expected to be specified in an amendment to a Development Agreement by and between the City and SLF III-Hardeeville, LLC.



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

Jasper County Clementa C. Pinckney Government Building
358 Third Avenue – Courthouse Square – Post Office Box 1149
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

Progress Report September 19, 2023 – October 2, 2023

1. Equal Employment Opportunity Plan (EEOP):
Attended project kick-off meeting on Sept. 19 with County staff and LCOG staff. The project is to be completed within six months and I will advise when a draft is ready for review.
2. Various Development Projects:
Attended meetings with County staff, SCA staff, and outside counsel on Sept. 20 and scheduled to attend another on Sept. 27 to discuss active economic development projects.
3. Ridgeland-Claude Dean Airport:
Participated in meeting with Airport Manager and consulting engineers on Sept. 20 re: new terminal building and FAA grant opportunity. Attended organizational meeting of the Jasper County Airport Commission on Sept. 26. Met with FAA staff in Atlanta on Sept. 27. Met with private sector airport users on Sept. 28.
4. Coroner's Office:
Met with Coroner Aiken, Ms. Burgess, and Mr. Tedder on Sept. 21 to discuss budget, procurement, post-mortems, and transport services.
5. I-95 Widening Project:
Met with project engineers on Sept. 28 to discuss the widening of the section from Exit 8 north to Exit 22.
6. 2023 International City/County Management Association (ICMA) Conference:
Scheduled to attend the conference in Austin, TX Sept. 30-Oct. 4.
7. Other Meetings/Events Attended or Scheduled to Attend:
None.



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Ridgeland, South Carolina 29936 – 843-717-3690 – Fax: 843-726-7800

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

September 22, 2023

VIA Electronic Mail Delivery

Ms. Kim Wilbourne, LIHTC Manager
South Carolina Housing Authority
Kim.wilbourne@schousing.com

Re: 2024 South Carolina Housing Authority QAP

Dear Ms. Wilbourne:

I am writing on behalf of Jasper County, South Carolina, to address concerns regarding the impact of current policies and criteria for the 2024 South Carolina Housing Authority's QAP. Our goal is to foster equitable development in high demand, less dense communities like ours and to ensure that Jasper County, which has been without an award of Tax Credits for a newly constructed development since 2008, is given fair opportunity to meet the growing housing needs of our residents, businesses, workforce and the surrounding communities.

Communities like ours have struggled to attract developers because of our disadvantaged scoring in the tax credit program. Jasper County's inclusion as a Group A/High Demand Area is an acknowledgement to our critical need, however, we are requesting proactive and equitable changes to the scoring methods used in the Group A Set-Aside for the more rural areas like Jasper County. We acknowledge that the federal and state tax credit programs are of critical importance for most developers to produce financially viable housing at truly affordable rents. Furthermore, we know housing development leads to economic growth, long-term community stability, and increased quality of life for all South Carolinians. We should not exclude residents from economic opportunity because they live in areas whose environmental characteristics are inconsistent with traditional urban growth patterns.

Unlike other rural areas, Jasper County land costs, particularly in the growth pattern, are pricey and increasing. Buildable land is impacted by the extensive presence of waterways and

wetlands. Construction costs are high because of these same environmental factors and others, including our proximity to the coast.

The South Carolina Housing Authority can stimulate much-needed development in our community by implementing the following changes:

1. **Rethinking Pharmacies:** With the rise of the availability of pharmaceuticals by mail, the current QAP standard for pharmacies is outdated. If removing the category altogether is not possible, we propose accounting for the lack of physical pharmacies in more rural areas to avoid placing these communities at a disadvantage.
2. **Population-Based Disadvantage:** Jasper County's low population concentration in comparison to other counties affects our QAP scores. Our county has the lowest population concentration among Group A counties. Georgetown has the next lowest population concentration, and its population concentration is 50% greater than Jasper's, while Aiken's population concentration is nearly 400% greater than ours. This population disparity puts us at a clear disadvantage when it comes to scoring well in the QAP, particularly in measuring distances to essential services and jobs. It is crucial to recognize that despite these challenges, the need for housing in Jasper County remains significant for our residents. While we are considered a rural and underdeveloped county, we share a border with one of the fastest-growing, and second wealthiest counties in South Carolina, Beaufort County. A large portion of our residents commute to Beaufort County and are an integral part of their workforce. Because of the rapid development of greater Bluffton and Beaufort, we are seeing an increase in demand for more affordable housing in our community. In addition, growth from Jasper County to South Carolina's southern border and beyond is occurring due to proximity to valuable economic infrastructure, particularly the logistical delivery systems of I-95, the Savannah Port and the Savannah International Airport, all of which are continuing to attract new businesses and higher density single-family residential communities to Jasper County.
3. **Addressing Environmental Barriers:** The QAP overlooks the prevalence of rivers, estuaries, and wetlands in the Lowcountry, making it difficult to score sites within a 1-mile radius. We request the inclusion of measures, like off-setting points for nearby wetlands or other waterways, that mitigate environmental factors to ensure equitable evaluation as well as increasing the distances to Amenities to greater than 1-mile intervals to earn maximum points.
4. **Distance to Jobs:** There is currently no location in Jasper County where any points can be earned in this category, which favors a far more urban environment with concentrated employment centers. In the most recent year in which tax credit awards have occurred, 9 points have meant the difference in award status. Therefore, decreasing this category point

value from 10 to 5 should be considered to reflect the reality of development challenges in High Demand, less concentrated population areas.

5. **Revised High Demand New Construction Set-Aside:** To address the distinctly different housing and development needs of urban and non-urban areas, we suggest splitting the High Demand New Construction Set-Aside into two categories based on a population per square mile threshold of 250. Allocating tax credits evenly between these categories would foster balanced development.
6. **Incentivizing Counties without Past Tax Credits:** To increase equity within the program, and to encourage applications from counties that have not received a 9% tax credit in the past 10 years, we recommend increasing the points value in this category from 5 to 15. This increase will promote a fairer distribution of tax credits and stimulate broader participation and economic growth across South Carolina.

By implementing these proposed changes, we firmly believe that the South Carolina Housing Authority can promote equitable development, stimulate economic growth, and meet the diverse housing needs of our State, especially those in our prized, environmentally sensitive, economically strong, Lowcountry communities. We welcome the opportunity for further discussion and collaboration to find practical solutions and increase our economic potential statewide.

Sincerely,



Andrew P. Fulghum, ICMA-CM

AGENDA

ITEM # 12



JASPER COUNTY COUNCIL
SPECIAL CALLED

IN PERSON AND VIRTUAL BUDGET WORKSHOP

Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936
Wednesday, May 24, 2023
Minutes

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark Councilman Pastor Alvin Adkins, Councilman John Kemp and Councilman Coy Garbade.

Staff Present: County Administrator Andrew Fulghum, Clerk to Council, Wanda Simmons, County Attorney David Tedder, Kimberly Burgess, Russell Wells, Lisa Wagner, and Videographer Jonathan Dunham.

Chairman Sauls called the Executive Session Meeting to order and read the Report of Compliance with the Freedom of Information Act was read for the records as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The Pledge of Allegiance was given and the Invocation was led by Councilman Adkins.

Approval of Agenda:

Motion to approve: Councilman Adkins

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

Budget Workshop: *Jasper County Capital and Operations Budget for Fiscal Year 2023-2024*

Ms. Burgess and Mr. Fulghum were present to review and discuss the Jasper County Capital and Operations Budget for Fiscal Year 2023-2024. Ms. Burgess provided an overview of the budget that had been prepared and discussed the document that had been prepared for the agenda packet. Chairman Sauls noted that Councilman Kemp had asked some questions and those answers had been provided in the packet. Chairman Sauls asked Councilman Kemp if he had any additional questions. Councilman Kemp said he did and asked questions regarding the Election Board Satellite office, the County ISO Rating, number of vacancies in Emergency Services, and Detention Center repairs. Councilman Adkins had no questions. Councilman Garbade asked for a rundown of the empty buildings that the County did not use that were vacant. He also asked what the process was for budget requests to come through and if that process could be started in January each year. Mr. Fulghum said that they needed to know what the County revenues were to

work with for the upcoming year, that's why that process was it started in January. Councilman Garbade discussed the Farmer's Market and Chairman Sauls noted that this was a Community Asset just like a park. Vice Chairwoman Clark had no questions; however, she did have some comments. Chairman Sauls mentioned the Coosawhatchie Fire Department and Community Center. For additional information on this workshop and presentation please visit our website for the E-Packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA .

Adjourn:

Motion to Adjourn: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The workshop adjourned.

Respectfully submitted:

L. Martin Sauls IV
Chairman

Wanda H. Simmons
Clerk to Council



**JASPER COUNTY COUNCIL
SPECIAL CALLED**

VIRTUAL WORKSHOP

**Jasper County Clementa C. Pinckney Government Bldg
358 3rd Avenue Ridgeland, SC 29936**

Wednesday, May 31, 2023

Minutes

Officials Present: Vice Chairwoman Barbara B. Clark, Councilman Pastor Alvin Adkins, Councilman John Kemp and Councilman Coy Garbade. Absent: Chairman L. Martin Sauls IV

Staff Present: County Administrator Andrew Fulghum, Clerk to Council, Wanda Simmons, County Attorney David Tedder, Danny Lucas and Videographer Jonathan Dunham.

The Report of Compliance with the Freedom of Information Act for the records was shown as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

Call to order by Vice Chairwoman Clark. The Pledge of Allegiance was given and the Invocation was led by Councilman Adkins.

Approval of Agenda:

Motion to approve: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Workshop: Ridgeland Claude Dean Airport

Vice Chairwoman Clark turned the meeting over to Administrator Andrew Fulghum. Mr. Fulghum noted that Mr. Lucas would be presenting as the Director of that division. Mr. Tedder discussed policy and reminded Council of the Ordinance that had been adopted that has been passed on the first reading only. Mr. Lucas reviewed his presentation for Council. He covered areas such as Reasons for Federal interest in the Airport Development; the Airport Chronology; Aeronautics Commission; Statutes of Federal Government and the FAA; Financing; Operation and Maintenance. For a full viewing of this workshop and presentation please visit our website for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJlA.

Adjourn:

Motion to Adjourn: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The workshop adjourned.

Respectfully submitted:

L. Martin Sauls IV
Chairman

Wanda H. Simmons
Clerk to Council

AGENDA

ITEM # 13