

AGENDA

ITEM # 18

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2024-__

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

APPROVING A DEVELOPMENT AGREEMENT FOR THE JASPER TELFAIR TRACT PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AND ARTICLE IV, TITLE 20 OF THE CODE OF ORDINANCES OF JASPER COUNTY, AND AUTHORIZING THE CHAIRMAN OF JASPER COUNTY COUNCIL TO EXECUTE SAID DEVELOPMENT AGREEMENT

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) (the “Act”), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Jasper County Council (“Council”), the governing body of Jasper County, South Carolina (the “County” has adopted Article IV, Title 20 of the Code of Ordinances of Jasper County governing Jasper County’s participation in development agreements (the “Ordinance”); and

WHEREAS, Jasper Telfair One, LLC is the owner of certain lands suitable for development with Jasper County Tax Map Parcel Numbers 037-00-02-018, 037-00-02-014, and 017-00-02-017, as more fully identified in the Development Agreement attached as Exhibit A (the “Development Agreement”); and

WHEREAS, pursuant to the Act and the Ordinance, the County is authorized to enter into binding development agreements with entities having legal or equitable interest in real property; and

WHEREAS, the County and the Owner have now concluded their negotiations with respect to the terms for a development agreement for the real property subject to the Development Agreement; and

WHEREAS, the County, acting through the terms of this Ordinance, has determined to accept the terms and conditions of the Development Agreement by and between the County and Jasper Telfair One, LLC; and

WHEREAS, the County has provided for and held the statutorily required public hearings, finds that the development agreement is consistent with the Comprehensive Plan for Jasper County, as amended, and that approval of the development agreement would be in the best interests of the County.

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

1. The Development Agreement, in substantially the form attached hereto as Exhibit A, with such minor or grammatical changes as the Chairman of Jasper County Council shall approve upon the advice of the County Attorney and County Administrator, his execution of a definitive Development Agreement to be conclusive evidence of such approval, is hereby approved.
2. The Development Agreement, in substantially the same form attached hereto as Exhibit A, shall be executed by the Council Chairman and delivered on behalf of the County by the County Administrator, and the Clerk to Council is authorized to attest the signature of the Chairman of the Jasper County Council. The consummation of the transactions and undertakings described in the Development Agreement, and such additional transactions and undertakings as may be determined necessary by the County Administrator to be necessary to fully implement the Development Agreement are hereby approved.

3. If any one or more of the provisions of this Ordinance should be contrary to law, then such provision shall be deemed severable from the remaining provisions, and shall in no way affect the validity of the other provisions of this Ordinance.
4. This ordinance shall take effect upon approval by Council.

JASPER COUNTY COUNCIL

By: _____
L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Simmons, Clerk to Council

First Reading: 10.21.2024
Second Reading: 11.04.2024
Public Hearings: 11.04.2024 and 11.18.2024
Third Reading and Adoption: 11.18.2024

It is required that the Development Agreement be attached as Exhibit A prior to Second Reading.

Reviewed for form and draftsmanship by the Jasper County Attorney:

David Tedder

Date

EXHIBIT A
Jasper Telfair One, LLC
Development Agreement
Jasper Telfair Tract

This document was prepared by
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STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made and entered the latter date of execution below, by and among **Jasper Telfair One, LLC**, a Texas limited liability company, (“Owner”) and the governmental authority of **Jasper County, South Carolina** (“County”).

WHEREAS, the legislature of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act,” (the “Act”) as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and,

WHEREAS, the Act recognizes that “The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.” [Section 6-31-10 (B)(1)]; and,

WHEREAS, the Act also states: “Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State.” [Section 6-31-10 (B)(6)]; and,

WHEREAS, the Act further authorizes local governments, including County governments, to enter Development Agreements with owners to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, Owner owns and proposed to develop the Property (defined below) and,

WHEREAS, the County seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and,

WHEREAS, the County finds that the program of development proposed by Owner or a Developer for this Property is consistent with the County’s comprehensive land use plan; and will further the health, safety, welfare and economic well-being of the County and its residents; and,

WHEREAS, the program for development of the Property presents an unprecedented opportunity for the County to secure quality planning and growth to protect the environment and strengthen and revitalized the tax base; and,

WHEREAS, this Development Agreement is being made and entered by and between Owner and the County, under the terms of the Act, for the purpose of providing assurances to Owner and future Developers that development plans for the Property may proceed under the terms hereof, as hereinafter defined, consistent with the Zoning Regulations (as hereinafter defined) without encountering future changes in law which would materially affect the ability to develop the Property, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the County, and for the purpose of providing certain funding and funding sources to assist the County in meeting the service and infrastructure needs associated with the development authorized hereunder;

WHEREAS, the County conducted three readings regarding its consideration of this Agreement on October 21, 2024, November 4, 2024, and November 18, 2024 with a public hearing on the final date, after publishing and announcing notice in accordance with the Act;

WHEREAS, County Council adopted Ordinance Number __-2024-__ on November 18, 2024, (a) determining that this Agreement is consistent with the County Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and Owner by entering into this Agreement, and to encourage well planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

1. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth in Section 6-31-10(B) of the Act.

2. DEFINITIONS.

As used herein, the following terms mean:

“Act” means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; incorporated herein by reference.

“Adjacent Land” shall mean any real property adjacent to the Property.

“Agreement” shall mean this Development Agreement as amended by the County and Owner or Developer, as applicable, in writing from time to time.

“Association” shall mean one (1) or more property owners’ associations that may be established to maintain portions of the Property if such is ever formed which is not expected if the Property is not subdivided.

“**BJWSA**” shall mean Beaufort/Jasper Water and Sewer Authority, its successors or assigns.

“**County**” shall mean Jasper County, South Carolina.

“**Developer**” means Owner or a successor in title or lessees of the Owner who undertake Development of the Property who are transferred all or portions of the Development Rights in writing from the Owner or a successor or assign.

“**Development**” means the development of portions of the Property and construction of improvements thereon as contemplated in the Zoning Regulations.

“**Development Fees**” shall have the meaning set forth in Section 11.A.

“**Development Rights**” means all rights provided to the Owner or a Developer to undertake Development of the Property in accordance with the Zoning Regulations and this Development Agreement.

“**Owner**” means Jasper Telfair One, LLC, its successors and any assignee, whereby such interest is assigned in whole or in part in writing.

“**PDD Standards**” or “**Planned Development District Standards**” means the Planned Development District Standards approved by the County contemporaneously herewith, and attached hereto as **Exhibit C** and incorporated herein by reference.

“**Project**” means the Development that will occur on the Property.

“**Property**” means that certain tract of land described on **Exhibit A**, as may be amended with the Agreement of the County and Owner.

“**Term**” means the duration of this Agreement as set forth in Section 3 hereof.

“**Zoning Regulations**” means (a) PDD Standards adopted to establish a planned development district for the Property, and all the attachments thereto, including but not being limited to the Concept Plan, all narratives, applications, and site development standards thereof, all as same may be hereafter amended by mutual agreement of the County and the Owner, or its successors or assigns, as applicable; (b) this Development Agreement; and (c) the County Zoning Ordinance and Land Development Regulations being codified with Municode[®] and current on Municode[®] through Supplement No. 3 as of June 21, 2021 as amended through the date of this Agreement except as the provisions thereof may be clarified or modified by the terms of this Agreement. In the event of conflicts, the terms of the Development Agreement shall take precedence, followed by the PDD Standards, and then the County Zoning Ordinance and Land Development Regulations.

3. TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the County and Owner and terminate five (5) years thereafter; provided however, that the terms of this Agreement may be considered by the County, in its discretion, for an extension of the Term in

accordance with §6-31-60 of the Act absent a material breach of any terms of this Agreement by the Owner or any Developer during the initial term, or any subsequent extension.

4. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Zoning Regulations and this Agreement. All costs charged by or to the County for reviews required by the Jasper County Zoning Ordinance shall be paid by the Owner or a Developer or other party applying for such review as generally charged throughout the County for plan review. The County shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement.

5. CHANGES TO ZONING REGULATIONS.

The Zoning Regulations relating to the Property subject to this Agreement shall not be amended or modified during the Term, without the express written consent of the Owner, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which Owner shall have the right to challenge. Owner does, for itself and its successors and assigns, including Developers and notwithstanding the Zoning Regulations, agrees to be bound by the following:

A. The Owner shall be required to notify the County, in writing, as and when Development Rights are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage and associated square footage of structure, as applicable, subject to the transfer. Developers transferring Development Rights to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights hereunder shall be required to provide the County an acknowledgment of this Agreement and a commitment to be bound by it.

B. The Owners and Developers, and their respective heirs, successors and assigns agree that all Development, with the exception of irrigation, incidental maintenance facilities, earthwork and similar amenities which exist from time to time, and facilities existing at the date of this Agreement will be served by potable water and sewer prior to occupancy, except as otherwise provided herein for temporary use, temporary being defined as one year or less. Septic tanks and/or wells may be allowed with the permission of BJWSA where there is a specific finding that such use for specific portions of the Property will comply with the overall environmental standards.

6. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as **Exhibit B**, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or

preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner / Developers in the future shall not be considered a material amendment or breach of the Agreement.

7. DENSITY.

Uses and density on the Property shall be the densities and uses as set forth in this Agreement, and as set forth below:

Up to a maximum of 360,000 square feet of general commercial uses as set forth in the PDD Standards. As long as the total square footage of allowed uses does not exceed 360,000 square feet, the Owner or Developer shall be allowed to alter location and product mix among all allowed uses under the Zoning Regulations, based upon ongoing project planning and market conditions. Any such changes to exact location, building size, or product mix shall not be considered a material amendment hereto, so long as the total allowed density is not exceeded. Such minor changes will be approved at the staff review level.

8. RESTRICTED ACCESS

The Owner and/or each Developer shall have the right (but not the obligation) to restrict access within or into and out of the Property as long as such limited access does not adversely affect in any material respect adjacent traffic patterns located on public rights-of-way.

9. EFFECT OF FUTURE LAWS.

Owner and Developers shall have vested rights to undertake Development of any or all of the Property in accordance with the Zoning Regulations, as defined herein and modified hereby, and as may be modified in the future with the approval of the Owner or Developer, as applicable, pursuant to the terms hereof, and of this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the County ordinances, including zoning or development standards ordinances, which conflict with the Zoning Regulations shall not apply to the Property unless the procedures and provisions of §6-31-80 (B) of the Act are followed, which Owner or Developer shall have the right to challenge. Notwithstanding the above, the Property will be subject to then current fire safety standards and state and/or federal environmental quality standards of general application.

10. INFRASTRUCTURE AND SERVICES

The County and Owner recognize that the majority of the direct costs associated with the Development of the Property will be borne by the Owner and Developers, and many other necessary services will be provided by other governmental or quasi-governmental entities, and not by the County. For clarification, the parties make specific note of and acknowledge the following:

A. Private Roads. All roads within the Property shall be constructed by the Owner, Developer or other parties and maintained by such party(ies) and/or Association(s), or dedicated for maintenance to other appropriate entities. The County will not be responsible for the construction of any private roads within the Property unless the County specifically agrees to do so in the future.

B. Public Roads. All public roads outside the Property that serve the Property are under the jurisdiction of the State of South Carolina or other governmental entities regarding access, construction, improvements, and maintenance. Owner and Developer acknowledges that it must comply with all applicable state statutes and rules and regulations of the South Carolina Department of Transportation or its successor regarding access and use of such public roads. Owner or a successor Developer shall be responsible for the provision of funds for the construction of improvements to Highway 17 and Highway 315 in addition to property access improvements, all as required by SCDOT or Jasper County, as applicable, in conjunction with County approved traffic mitigation plans. Upon completion of construction of any such improvements within the SCDOT right of way, and acceptance by SCDOT, the SCDOT shall maintain all roadway improvements within the public road right of way. Further provisions regarding traffic management and mitigation are contained in Section 10.N below.

C. Potable Water. Potable water will be supplied to the Property by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property unless the County elects to provide such services with the agreement of the applicable utility authority then providing such service to the Property. Owner will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the service provider as provided in any utility agreement between Owner or Developer and the service provider.

D. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by BJWSA or some other legally constituted public or private provider allowed to operate in the County. The County will not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, unless the County elects to provide such service with the agreement of the applicable utility authority then providing such service to the Property. Nothing herein shall be construed as precluding the County from providing sewer services to its residents in accordance with applicable provisions of law. Owner or Developer will construct or cause to be constructed all related infrastructure improvements within the Property, which will be maintained by it or the provider as provided in any utility agreement between Owner or Developer and the service provider.

E. Use of Effluent. Owner and Developer agree that treated effluent will be disposed of only in such manner as may be approved by DHEC and the BJWSA. The County will use good faith efforts to cooperate with Owner or Developer to support Owner or Developer in obtaining gray water in connection with providing irrigation water for the landscaped areas within the Property, if such is economically feasible. The Owner or Developer or its designee shall have the right to operate an irrigation system to provide irrigation services in connection with all or any portion of the Property, provided such is approved by DHEC or other applicable regulatory authority.

F. Police Services. County shall provide law enforcement protection services to the Property on the same basis as is provided to other similarly situated businesses in the County.

G. Fire Services. County shall provide fire protection services to the Property on the same basis as is provided to other similarly businesses in the County. It is further acknowledged the nature of the development of the Project may require additional equipment (generically, “Heavy Rescue Equipment”). Provision of funds towards that acquisition are contained hereinbelow in Section 11.B. Owner and Developer acknowledge the jurisdiction of the County’s fire department on the Property and shall not interfere or in any way hinder public safety activities on the Property regardless of whether such may be a restricted access community.

H. Sanitation Services. County shall provide sanitation services and trash collection services to all properties within the Property on the same basis as provided to other similarly situated businesses within the County.

I. Recreation Services. County shall provide recreation services to the Property on the same basis as provided to other similarly situated businesses in the County.

J. Library Services. Such services are available on the same basis as provided to all other citizens of the County.

K. Emergency Medical Services (EMS). Such services shall be provided to the Property on the same basis as provided to all other citizens of the County.

L. Drainage System. All stormwater runoff, treatment and drainage system improvements within the Property will be designed and operated in accordance with the Zoning Regulations and Best Management Practices then current. All stormwater runoff, treatment and drainage system improvements for the Property shall be constructed by Owner, Developer, or the Association, as applicable. The County will not be responsible for any construction or maintenance cost associated with the stormwater runoff, treatment and drainage system within the Property.

M. Storm Water Quality. Protection of the quality in nearby waters and wetlands is a primary goal of the County. Owner and Developer shall be required to abide by all provisions of federal and state laws and regulations, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors for the handling of storm water. County shall be provided with contemporaneous copies of all submissions to federal and state permitting authorities regarding storm water permitting and storm water pollution prevention plans. Additional provisions regarding storm water management are included in the PDD Standards.

N. Traffic Management/Mitigation. A traffic impact study was completed on March 16, 2023 for the Property and a copy provided to the County. Traffic lighting and associated roadway improvements recommended in the traffic impact study to avoid an unacceptable degradation of intersection functioning due to the development of the Property will be permitted and constructed at Owner or a subsequent Developer’s expense. If any such traffic improvements are required by the traffic study for development of the Property, Owner or a subsequent Developer shall engage, or cause to be engaged, appropriate professionals to design,

permit and construct such improvements, said construction to be completed following approval and issuance of applicable permits by the SCDOT.

11. DEVELOPMENT FEES.

A. To assist the County in meeting expenses resulting from ongoing development, Owner or Developer shall pay development fees for, Fire/Public Safety and Roads (“Development Fees”) as follows, as set forth below:

DEVELOPMENT FEES	AMOUNT
Non-Residential per 1,000 sf	\$660 Roads and Traffic Mitigation Facilities \$500 Fire/Public Safety

B. All Development Fees shall be collected at the time of obtaining a building permit. Roads and Traffic Mitigation Facilities Development Fees shall be placed in a separate interest bearing account and all such monies shall be utilized, unless otherwise agreed by the County and Owner or Developer, to reimburse Owner or Developer, as applicable, for the construction of external roadways and near-site traffic mitigation measures, including landscaping and lighting (which shall be paid by County to Owner or Developer, as applicable, within thirty (30) days after substantial completion of each road/traffic mitigation segment out of the first funds in the Road and Traffic Fund, as collected and available). The Fire/Public Safety Fee is to be used for capital expenditures to provide Heavy Rescue capabilities if necessary due to the industrial/commercial nature of the Project, as well as other usual capital expenditures associated with the demands for enhanced services.

C. Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). The Property shall be exempt from any requirement to pay County Impact Fees under any ordinance subsequently passed and enacted by the County, for the first three (3) years of the Term of this Agreement as it may be extended by mutual agreement between the Owner and County. In the event Impact Fees are adopted by the County, the Property shall be subject to such fees provided they are applied uniformly to similar properties as this Property, and provided further, that any Development Fees paid under Section 11.A and B shall be credited against the Impact Fees to the extent the Development fees are for items included in the capital program incorporated in the formulation of the Impact Fees. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspection (no other capital improvement related impact, development or other extractions).

D. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, Developer, their successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the County, provided however, if an entity other than the County is permitted by County to impose fees or obligations similar in nature to those

contemplated by this Agreement, Owner or Developer, as applicable, shall be entitled to either an offset against the Development Fees of this Agreement the amount of such fees or obligations which are collected or a credit against the other fees allowed to be collected. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property and that County shall not permit any other governmental authority to impose fees or obligations of a similar nature to that which are contemplated by this Agreement without providing for a credit against the other fees for the fees due under this Agreement; provided, however, the provisions of this paragraph shall not preclude the County or another governmental authority from imposing a fee of a nature which is for services or improvements other than those contemplated under this Agreement - (i.e., roads, fire/public safety), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.

E. The fees set forth above in Section 11.A and B are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee or development obligation shall be imposed in connection with the Property, except as may be allowed pursuant to Section 11.C and D and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Fire/Public Safety and Road/Traffic Mitigation Development Fees are subject to an annual inflation factor equal to inflation factor as provided by the State of South Carolina to each local government for the calculation of tax millage increases.

F. Any Development Fees paid and/or credits for Development Fees with respect to property conveyed, services performed and/or money paid as provided in this Agreement may be assigned by the Owner and/or Developer owning such credits and all such credits shall remain valid until utilized. The Owner and/or Developer shall provide written notice of intent to transfer such credits to the County and shall obtain an acknowledgement from the County prior to any such transfer. The County shall recognize all such written assignments of such rights and shall credit same against any Development Fees which are owned pursuant to this Agreement.

G. Owner agrees to pay the reasonable costs and expenses of the County's consultants and professionals incurred in negotiating, processing and evaluating this Agreement. County will provide sufficient documentation of these charges. Owner shall pay such fees within 60 days of the delivery of the County's invoice(s).

12. PERMITTING PROCEDURES:

A. The County agrees that the Owner and/or any Developer is not required to phase development but shall have the right to do so.

B. The County agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with County Regulations as modified by the Zoning Regulations. Plans will be processed in accordance with the Zoning Regulations, the then current subdivision plat and development plan procedural requirements and

fee schedules. Developer may submit these items for concurrent review with the County and other governmental authorities. County may give final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

C. Signage for the Project is governed by the Zoning Regulations.

D. The County acknowledges that the Owner and/or Developer has the initial right of architectural review regarding improvements and building upon the Property, subject to normal review by the County Planning staff. It is the intent of this Agreement to avoid long unarticulated facades visible from the adjacent Highway 17 and Highway 315.

E. The County agrees that the Property is approved and fully vested for intensity, density, development fees, uses and height, and shall not have any obligations for on or off site transportation or other facilities or improvements other than as provided in this Agreement, but must adhere to then current Master Plan, subdivision plat and development plan procedural guidelines. The County may not impose additional development obligations or regulations in connection with the ownership or development of the Property, except in accordance with the procedures and provisions of § 6-31-80 (B) of the Act, which the Owner and Developer shall have the right to challenge.

F. Private or public roadways may utilize swale drainage systems and are not required to have raised curb and gutter systems, except where necessary to adequately control stormwater runoff or to accommodate pedestrian or multi-use sidewalks or pathways. Raised curb and gutter systems are not required for the sole purpose of aesthetic appeal. Public road improvements are subject to the drainage requirements of the public agency having jurisdiction and/or ownership. Roadway cross sections utilizing swale drainage will be designed, constructed and maintained to meet BMP standards (imposed by regulatory agencies) for stormwater quality. Roadway cross sections will be reviewed at time of proposed construction of such roadway based upon engineering and planning standards consistent with the Master Plan prepared by Developer subject to the approval of the County Planning Administrator.

G. All plan review fees shall be consistent with the fees charged generally in the County and in effect at that time.

13. DEVELOPER ENTITLEMENTS

County acknowledges that the Property is vested with the following items:

A. The County will, to the extent available, promote public transportation which exists within the County to service the Property.

B. All drainage systems constructed within the Project shall be owned and maintained by Owner, Developer or one (1) or more Association(s) which may be established for various portions of the Property, and the County shall have no responsibility for the construction, operation or maintenance of such systems. Such systems shall be constructed in compliance with any applicable federal, state, or local requirement utilizing then current Best Management Practices.

C. On-site burning may be permitted within the Property upon obtaining applicable permits

D. The County agrees to cooperate with the Owner and each Developer with county, state and federal roadway permitting in connection with the Development of portions of the Property.

E. County services, including, but not limited to, police, fire, sanitation, and other governmental services shall be supplied to the Property in the same manner and to the same extent as provided to other similar business properties within the County, subject to the limitations (if any) of Section 10 above. Subject to the limitations of Section 10 above (if any), should the Owner or a Developer require enhanced services beyond that which is routinely provided within the County, then the County agrees that upon the written request of Owner or a Developer, it shall negotiate in good faith with the Owner or a Developer to provide such enhanced services to the Property. Any enhanced services shall be at the sole cost of the Owner and/or Developer.

14. COMPLIANCE REVIEWS.

As long as Owner or a Developer owns any of the Property, Owner or a Developer or its designee, shall meet with the County, or its designee, at least once, per year, during the Term to review Development completed by within the Property in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner or a Developer, or its designee, shall provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. Owner or a Developer or its designee, shall be required to compile this information within a reasonable time after written request by the County.

15. DEFAULTS.

The failure of the Owner, Developer or the County to comply with the terms of this Agreement not cured within thirty (30) days after written notice from the non-defaulting party to the defaulting party (as such time period may be extended with regard to non-monetary breaches for a reasonable period of time based on the circumstances, provided such defaulting party commences to cure such breach within such period and is proceeding diligently and expeditiously to complete such cure) shall constitute a default, entitling the non-defaulting party to pursue such remedies that are deemed appropriate, including specific performance; provided however no termination of this Agreement may be declared by the County absent its according the Owner and any relevant Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided any such termination shall be limited to the portion of the Property in default, and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing stop work orders or voiding permits issued for Development when such Development contravenes the provisions of the Zoning Regulations or this Agreement.

Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance.

However, if there is a dispute between the County and Owner or Developer, or their successor or assign, concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute Resolution with subsequent judicial action lying in the Court of Common Pleas for Jasper County, shall be initiated by one Party notifying the other Party or Parties in writing of the dispute together with a request for mediation as described herein. The Parties agree that disputes under this Agreement not involving the Current Regulations are contractual matters, not appealable to the Zoning Board of Appeals or the Planning Commission, but to the Court of Common Pleas for Jasper County; however, matters involving the application of the Current Regulations are not contractual, but are subject to the administrative review and appellate provisions involving the Zoning Board of Appeals or the Planning Commission.

A default of the Owner shall not constitute a default by Developers, and default by Developers shall not constitute a default by the Owner. Notwithstanding the foregoing, the failure of the Owner or a Developer, as applicable, to reasonably pursue the required permitting/approvals for and completion of required traffic mitigation measures shall be grounds for the cessation of the issuance of development permits for future sites; provided, however, that should the County Administrator determine that there is a default by the Owner or a Developer, he shall immediately notify the Owner or Developer in writing by certified mail, return receipt requested, and allow the Owner or Developer fifteen (15) days to respond with an explanation of why Owner or Developer is not in default or a plan for remedying the default. In the event Owner or Developer presents a plan of remediation for approval by the County Administrator, whose approval shall not be unreasonably withheld, the parties shall agree to a commercially reasonable time to complete the remediation plan, and during such time no negative action shall be taken against the Owner or Developer. Failure to submit such a response or failure to subsequently pursue a plan of remediation may result in a moratorium on future development permits, a stop work order, and any other consequences reasonably determined by the County Administrator. The parties acknowledge that owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement, unless the Property remains under unified ownership or unless such owners of completed buildings have been assigned any rights under this Agreement. In such case, the owners of completed buildings shall also be obligated for obligations set forth in this Agreement.

16. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the County and the Owner and Developer; such written agreement may be by resolution. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

This Agreement may be modified or amended as to a portion of the Property only by the written agreement of the County and the Owner of said portion of the Property. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate, or effect an abandonment of this Agreement in whole or in part unless such change,

amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Owner and Developers, then only the County and those affected persons or entities need to sign such written amendment. Because this Agreement constitutes the plan for certain planned development under the zoning ordinance, minor modifications to a site plan or to development provisions may be made without a public hearing or amendment to applicable ordinances. Any requirement of this Agreement requiring consent or approval of one of the Parties shall not require amendment of this Agreement unless the text expressly requires amendment, and such approval or consent shall be in writing and signed by the affected parties. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The master plans are not intended to be rigid, exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set herein and the general concept of development suggested by the Development Agreement and Master Plan is followed and respected; however, reductions in required buffers and setbacks in relation to external properties and roadways are a major modification. Such minor variations are eligible to be approved at staff level in accordance with the Zoning Regulations.

17. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile, email or other means of electronic communication or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be given at:

To the County: County Administrator
 Jasper County
 PO Box 1149
 Ridgeland, SC 29936
 Email: afulghum@jaspercountysc.gov

With Copy to: County Attorney
 Jasper County
 PO Box 420
 Ridgeland, SC 29936
 Email: dtedder@jaspercountysc.gov

And to Owner at: Jasper Telfair One, LLC
5005 Woodway Drive, Suite 215
Houston, TX 77056
ATTN: Mark Barineau
Email: mark@lionsmarkgroup.com

With Copy to: Burr & Forman LLP
4 Clarks Summit Drive, Suite 200
Bluffton, SC 29910
ATTN: Sarah F. Robertson
Email: srobertson@burr.com

18. ENFORCEMENT.

Any party hereto shall have the right to enforce the terms, provisions and conditions of this Agreement (if not cured within the applicable cure period) by any remedies available at law or in equity, including specific performance, and the right to recover attorney's fees and costs associated with said enforcement.

19. GENERAL.

A. Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement ("New Laws"), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owners and Developer(s) and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, Developers and the County each shall have the right to challenge the New Law preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

B. Estoppel Certificate. The County, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

1. that this Agreement is in full force and effect,
2. that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
3. whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

4. whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. Entire Agreement. This Agreement sets forth and incorporates by reference all of the agreements, conditions and understandings among the County and the Owner relative to the Property and its Development, and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the County, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

E. Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto. This Agreement should be construed so as to effectuate the public purpose of settlement of disputes, while protecting the public health, safety and welfare, including but not limited to ensuring the adequacy of public facilities and compatibility between developed and undeveloped lands and their uses.

G. Assignment. Subject to the notification provisions hereof, Owner or Developer may assign its rights and responsibilities hereunder to a subsidiary or sister company, or subsequent land owners and Developers.

H. Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

J. Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

K. Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

L. No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the County, the Owner and Developers. No other persons shall have any rights hereunder.

M. Contingencies. Not applicable.

N. Recording. Within fourteen (14) days after execution of this Agreement by all parties, the Owner shall record the Agreement with the Jasper County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

O. Agreement to Run with the Land. This Agreement shall be recorded against the Property as described in Exhibit A. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

P. Assignment of Development Rights. Any and all conveyances of any portion of the Property to Developers shall by written agreement assign a precise amount of Development Rights along with the permitted land uses that may be constructed on the subject property being conveyed. Assignee shall notify the County within thirty (30) days of the conveyance of the property, provide the County with the applicable documents assigning the development rights to the assignee and record the same in the Office of the Jasper County Register of Deeds. In the event of conveyance of all or a portion of the Property and compliance with the conditions set forth herein, the assignor shall be released from all obligations as to the portion of Property and Development Rights so transferred, and the assignee shall be substituted as the Owner under the Agreement as to the portion of the Property so transferred.

Q. Adjacent Property. In the event Owner, its successors or assigns, acquires real property adjacent to the Property, County agrees to allow Owner, its successors or assigns, to subject such real property to the terms of this Development Agreement and the PDD Standards by an amendment to this Development Agreement subject to the approval of the which shall not be unreasonably withheld.

20. STATEMENT OF REQUIRED PROVISIONS

A. Specific Statements. The Act requires that a development agreement must include certain mandatory provisions, pursuant to Section 6-31-60 (A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60 (A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in **Exhibit A** attached hereto. The present legal Owner of the Property is Jasper Telfair One, LLC, a Texas limited liability company, as described above.

2. **Duration of Agreement.** The duration of this Agreement shall be as provided in Section 3.

3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development – related standards, are contained in Zoning Regulations, as supplemented by this Agreement.

4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.

5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All requirements relating to land transfers for public facilities are set forth in Section 10 above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.

6. **Local Development Permits.** The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.

7. **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the County.

8. **Terms for Public Health, Safety and Welfare.** The County Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.

9. **Historical Structures.** Any cultural, historical structure or sites will be addressed through the applicable federal and state permitting process at the time of development, as required by applicable State regulations. No such structures or sites are known to exist.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date indicated below.

WITNESSES:

Jasper Telfair One, LLC

a Texas limited liability company

Witness

By: _____
Mark Barineau, Member

Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by Mark Barineau, a Member of Jasper Telfair One, LLC, a Texas limited liability company, on behalf of the company.

Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

WITNESSES:

COUNTY OF JASPER, SOUTH CAROLINA

Witness

By:_____

Notary Public

Its:_____

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ___ day of _____, 2024 by _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate official of Jasper County, South Carolina, who acknowledged the due execution of the foregoing document.

Notary Public for South Carolina
Print Name:_____
My Commission Expires:_____

MORTGAGEE CONSENT TO DEVELOPMENT AGREEMENT

The undersigned **Frost Bank**, a Texas state bank (the "**Mortgagee**"), as holder of that certain Mortgage, Security Agreement – Financing Statement from Jasper Telfair One, LLC, a Delaware limited liability company (the "**Mortgagor**"), dated October 20, 2023, and recorded in Book 1136 at Page 643 in the Office of the Register of Deeds for Jasper County, South Carolina (as modified from time to time, the "**Mortgage**"), relating to the real property described in the Mortgage and more particularly described in and encumbered by this Development Agreement, as amended or supplemented (the "**Development Agreement**"), does hereby consent to the foregoing Development Agreement and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

NOW, THEREFORE, the undersigned consents to the recordation of the Development Agreement.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Development Agreement, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Property, and does not hereby assume and shall not hereby be responsible for any of the obligations or liabilities of the Owner in the Development Agreement. None of the representations contained in the Development Agreement shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligations on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Development Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the ____ day of _____, 2024.

Signed, sealed and delivered
in the presence of:

Frost Bank,
a Texas state bank

Witness

By: _____
Name: _____
Title: _____

Notary Public

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by _____, as _____ of
Frost Bank, a Texas state bank, on behalf of the bank.

Notary Public for the State of _____
Print Name: _____
My Commission Expires: _____

**EXHIBIT A
TO DEVELOPMENT AGREEMENT
PROPERTY DESCRIPTION**

Lot A and Lot B

All those certain parcels or tracts of land situate, lying and being in Jasper County, South Carolina, designated as Lot A, Delta Plantation, containing 6.33 acres, more or less, and Lot B, Delta Plantation, containing 20.00 acres, more or less, and being more particularly shown and described on a map or plat prepared by Charles W. Tuten, Jr., SCRLS #13522, dated March 3, 2004, recorded in the Office of the Register of Deeds for Jasper County, South Carolina ("Jasper County Records") in Plat Book 27, Page 315. For a more particular description reference is hereby made to said map or plat for better determining the metes, bounds and dimensions of said property.

Jasper County TMP: 037-00-02-018

Jasper County TMP: 037-00-02-014

Tract C

AND ALSO, ALL that certain parcel or tract of land situate, lying and being in Jasper County, South Carolina, containing 5.00 acres, more or less, and being a portion of the Poindexter Tract of Delta Plantation, as shown and delineated on that certain plat of survey prepared by Paul D. Wilder, RLS of Wilder Surveying and Mapping, dated January 9, 1998 and recorded in the Jasper County Records in Plat Book 23, Page 46. Said parcel of tract of land being generally bounded and described as follows: on the north by the R/W of S.C. Highway 170; on the east by other lands, now or formerly of Henry Ingram; on the south by other lands, now or formerly of Henry Ingram; and on the west by the R/W of U.S. Highway 17-A. For a more particular description, reference is made to the aforementioned plat of record.

Jasper County TMP: 017-00-02-017

LESS AND EXCEPTING

ALL that certain piece, parcel or lot of land situate, lying and being in Jasper County, South Carolina and designated as a "BJWSA Ground Water Well" containing 1.00 acres, 43,743 square feet on a plat dated May 6, 2009, entitled "A Plat of a 0.517 Acre Water Well Being a Portion of Lot "B" Delta Plantation Jasper County, South Carolina Prepared For: North Savannah Properties, LLC" by Kennedy Ragsdale & Associates Inc., James C. Brewer SCRLS No. 25441. For a more complete description as to metes, bounds and distances, reference may be made to said plat, filed as an attachment to the Partial Release recorded in the Jasper County Records in Book 759 Page 21.

ALL that certain piece, parcel or lot of land containing 15.576 square feet (0.358 acre), more or less, and all improvements thereon, if any, shown as the "Area of Acquisition" on Exhibit A attached to the deed from Zinn Investments II, LLC to South Carolina Department of Transportation recorded in Book 1018 at Page 729 in the Jasper County Records with such Right

of Way therein granted located along a relocated centerline as shown on plans between approximate survey stations 134+60.00 and 332+82.17.

This being the same property conveyed to Owner by Zinn Investments II, LLC by deed dated December 7, 2021 and recorded January 4, 2022 in Book 1093 at Page 1887 in the Jasper County Records.

**EXHIBIT B
TO DEVELOPMENT AGREEMENT
DEVELOPMENT SCHEDULE**

Development of the Property is expected to occur over the 5-year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Owner or Developer as the development evolves over the term:

Year(s) of Commencement / Completion					
	2025	2026	2027	2028	2029
Type of Development	Potential start of development. Start clearing and mass grading. Begin design of offsite improvements.	Start underground utilities, hard scape, start building construction. Start construction on offsite improvements as required by SCDOT and County.	Complete first 120,000 SF of building space, complete any hard scape associated with building space. Continue construction of offsite improvements as required by SCDOT/County.	Complete next 120,000 SF of building space and any associated hard scape. Complete offsite improvements.	Complete remainder of building SF and site work

As stated in the Development Agreement, Section 6, actual development may occur more rapidly or less rapidly, based on market conditions and final product mix.

EXHIBIT C
PLANNED DEVELOPMENT DISTRICT STANDARDS

AGENDA

ITEM # 19



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA
Director of Administrative Services
kburgessr@jaspercountysc.gov

Jasper County Council Crowley Wechsler & Associates LLC Engagement Letter Acceptance for the Preparation of the Annual Comprehensive Financial Report For the Year Ended June 30, 2024

Meeting Date:	October 21, 2024
Subject:	Council acceptance of the engagement letter from Crowley Wechsler & Associates LLC for the preparation of the Annual Comprehensive Financial Report for the year ended June 30, 2024.
Recommendation:	The Council accepts the engagement letter from Crowley Wechsler & Associates LLC for the preparation of the Annual Comprehensive Financial Report for the year ended June 30, 2024, at a billing rate of \$150 per hour plus out-of-pocket costs and authorizes the County Administrator to execute the agreement.

Description: Section 2-415 (b) of the Jasper County Purchasing and Contracting Ordinance exempt certain items from the requirement of competitive bidding “even though they exceed the normal dollar amount.” Included in the exempt items are consulting and management fees and special services. The services provided by Crowley Wechsler & Associates LLC are both consulting and special services. Section 2-404 states that services provided by accountants are considered special service. The services of Crowley Wechsler & Associates LLC in the preparation of the Annual Comprehensive Financial Report are essential for the completion of the annual financial audit, as well as the receipt of the annual Certificate of Achievement for Excellence in Financial Reporting, which is a favorable factor considered by the bond rating services.

Recommendation: Staff recommends that the Jasper County Council accepts the engagement letter from Crowley Wechsler & Associates LLC for the preparation of the Annual Comprehensive Financial Report for the year ended June 30, 2024, at a billing rate of \$150 per hour plus out-of-pocket costs and authorizes the County Administrator to execute the agreement.

Attachments:

Crowley Wechsler & Associates LLC Engagement Letter dated October 15, 2024



CERTIFIED PUBLIC ACCOUNTANTS

Richard D. Crowley, CPA, CVA
Lisa T. Wechsler, CPA, CFE
Raquel Blascoechea, JD, CPA
Jordan Graham, CPA

Member:
American Institute of CPAs
South Carolina Association of CPAs

October 15, 2024

Kimberly Burgess
Administrative Services, Director
Jasper County, South Carolina
PO Box 1149
Ridgeland, South Carolina 29936

Dear Ms. Burgess:

We are pleased to confirm our acceptance and understanding of the services we are to provide for Jasper County, South Carolina ("the County") for the year ended June 30, 2024.

You have requested that we assist with the preparation of the Annual Comprehensive Financial Report for Jasper County, South Carolina, which comprises the basic financial statements of the governmental activities, each major fund, and the aggregate remaining fund information for the year ended June 30, 2024, and the related notes to the financial statements. You have also requested that we assist with the preparation of the Required Supplemental Information for the Management's Discussion and Analysis, Budgetary Comparison Schedules, GASB Required Pension Schedules, OPEB Related Schedules and the Combining Individual Fund Statements and Schedules based on information provided by you. We will also assist with the preparation of the tables for the statistical section.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's *Code of Professional Conduct*, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the County or noncompliance with laws and regulations.

PO Box 481
1411 Queen Street
Beaufort, SC 29901
TEL (843) 379-1065 FAX (843) 379-1066

www.CWACPA.com

PO Box 80177
706 Orleans Rd, Suite 102
Charleston, SC 29416
TEL (843) 971-0882 FAX (843) 379-1066

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

- 1) The selection of accounting principles generally accepted in the United States of America as the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
- 3) The prevention and detection of fraud.
- 4) To ensure that the County complies with the laws and regulations applicable to its activities.
- 5) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- 6) To provide us with—
 - Documentation, and other related information that is relevant to the preparation and presentation of the financial statements,
 - Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - Unrestricted access to persons within the County with whom we determine it necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Relevant Information

Lisa T. Wechsler is responsible for supervising the engagement.

Our fee for services will be based in part on the amount of time required at a billing rate of \$150 per hour. This rate is a blended rate for the personnel working on the engagement. You will also be billed for out-of-pocket costs such as word processing, postage, travel, etc. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us. In the event we become listed as a party in any ongoing or future litigation as part of our agreement, you agree to reimburse us for any attorney's fees resulting from our representation in the matter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return this letter to us.

Very truly yours,

A handwritten signature in blue ink that reads "Crowley Wechsler & Associates LLC". The signature is written in a cursive, flowing style.

Crowley Wechsler & Associates LLC
Beaufort, South Carolina

Acknowledgement:

This letter correctly sets forth the understanding of Jasper County, South Carolina.

Signature

Title

Date

AGENDA

ITEM # 20



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA
Director of Administrative Services
kburgessr@jaspercountysc.gov

Jasper County Council Sheriff Department Canine Grant and Canine Purchase

Meeting Date:	October 21, 2024
Subject:	Council acknowledgement and ratification of the receipt of a \$7,500 grant USPCA AKC REUNITE 2024 K9 grant for the purchase of a canine for the Sheriff Department and the approval of the proposal from Southern Marsh K-9 for the purchase of two canines and the training of two officers in the amount of \$39,000.
Recommendation:	The Council ratifies the receipt and acceptance by Sheriff Hipp of the \$7,500 USPCA grant for the purchase of a canine and approve the proposal from Southern Marsh K-9 in the amount of \$39,000 for the purchase of two canines, including handler training.

Description: The USPCA awarded Jasper County Sheriff's Office a USPCA AKC REUNITE 2024 K9 grant in the amount of \$7,500 for the purchase of a canine. Sheriff Donald Hipp accepted the award on behalf of the Jasper County Sheriff's Office and the grant funds were received on July 26, 2024.

The Jasper County Sheriff Department requested quotes for the purchase of two canines, including handler training from three canine providers. Only Southern Marsh K-9, Ridgeland, SC provided a complete quote for two canines and training. The other providers did not provide a quote for handler training, and one provider quoted only one dog rather than two. Southern Marsh K-9, a local provider, provided a quote in the amount of \$39,000 for two canines and handler training.

Recommendation: Staff recommend the following:

- 1) The County Council acknowledges receipt of the USPCA AKC REUNITE 2024 K9 grant and ratifies Sheriff Hipp's acceptance of the grant award, and
- 2) The County Council accepts the proposal from Southern Marsh K-9 in the amount of \$39,000 for the purchase of two canines and handler training, and
- 3) The purchase will be funded as follows: 1) \$7,500 from the USPCA grant, and 2) \$31,500 from the Capital Outlay account (57-3752.)

Attachments:

Southern Marsh K-9 proposal
K2 Solutions proposal
Southern Coast K9
Email notification of the USPCA AKC REUNITE 2024 K9 grant

BID

Southern Marsh K-9
John J. Mitaly IV
68 Old House Road
Ridgeland, SC. 29936
Email Southernmarshk9@gmail.com
Phone (843) 812-2083

TO: Jasper County Sheriff's Office

Date	Description	Total
07/16/2024	(2) Dual Purpose Police Canine's with ASCTI handler class.	\$39,000

Total: \$39,000



Created Date 7/16/2024
 Expiration Date 9/16/2024
 Quote Number 00002876

Company Address 5735 U.S. Highway 1 North,
 Southern Pines, North Carolina 28387
 United States

Contact Information

Prepared By	Brian Bailey	Contact Name	Robert Martin
Email	bbailey@k2si.com	Phone	724-884-6095
		Email	rmartin@jaspercountysc.gov

Address Information

Bill To Name Jasper County Sheriff's Office
 Bill To 12008 North Jacob Smart Boulevard
 Ridgeland, South Carolina 29936
 United States

Product	Line Item Description	Quantity	Sales Price	Total Price
MPNDC01 - Multi-Purpose Narcotics Detection Canine	Apprehension Narcotics (No Marijuana) Tracking	2.00	\$14,962.50	\$29,925.00

Totals & Additional Details

Subtotal \$29,925.00
 Grand Total \$29,925.00

Quote Acceptance Information

Purchaser understands and agrees that by executing this Quote, Purchaser is entering into a binding Purchase Agreement. Further, Purchaser's signature below binds Purchaser to the entirety of the Terms and Conditions set forth in the attached Terms and Conditions Sheet. Purchaser understands that there will be a 3% fee added to listed price for any payment made by credit card. By executing this Quote, Purchaser hereby certifies that he/she is an authorized agent with the full authority and power to bind the Purchaser or Purchasing Agency.

If these terms are acceptable please return the signed quote or acceptance to the sender. Please use the link below to register the below information.

- Desired canine pick up dates and contact information of the representative picking up the canines.
- Course dates, with the full name(s) and contact information for each attendee.

Complete online form:
<https://k2si.com/course-registration>

Signature:

Name:

Title:

Date:



Making Your World Safer™

Proposal

Name / Address
Jasper County Sheriff's Office

Date	Proposal #
9/16/2024	P2024-0705L

Qty	Description	Rate	Total
1	Selection Tested Dual Purpose K9	12,500.00	12,500.00

*** This Proposal is valid for no more than thirty (30) days from the Proposal date ***

TERMS AND CONDITIONS OF SALE

1. GENERAL - By signing this proposal, Buyer acknowledges and agrees to be bound by the Terms and Conditions of Sale ("Terms and Conditions") with respect to the purchase of the canine identified on the proposal. The agreement may be modified only by a written amendment signed by both Buyer and Seller.

2. CANINE HEALTH WARRANTY - Canines are accompanied with a health certificate, hip x-rays and a one year guarantee on skeletal health. If canine is returned within the warranty period for any valid warranty reason, the canine must be returned in the same condition as received. Upon approval by Seller, canine replacement or account credit will be issued. Refunds will not be given.

3. RELEASE AND LIMITATION OF LIABILITY - Buyer understands that by taking possession and/or ownership of the canine, Buyer assumes sole responsibility for such canine and releases and fully discharges Seller of any liability that may be incurred, except with regard to the above CANINE HEALTH WARRANTY.

4. PAYMENT TERMS - Net 30 Days from the date of the invoice. All payments are to be made to Southern Coast K9, 1425 Greenway Dr Suite 250, Irving TX 75038

ACCEPTANCE OF BUYER

By (Signature): _____

Name/Title (Please Print or Type): _____

Date: _____

Subtotal	\$12,500.00
Sales Tax (0.0%)	\$0.00
Total	\$12,500.00

Debra Daley

From: Jeff Crosby
Sent: Thursday, August 1, 2024 4:28 PM
To: Mark Darnell
Cc: Debra Daley
Subject: RE: USPCA AKC REUNITE 2024 K9 Grant

Good afternoon,

I would like to advise that the Sheriff's Office received the \$7,500.00 (check #92209) grant funding check this morning. On behalf of the Jasper County Sheriff's Office, I would like to thank you and the organization for the grant funding.

Sincerely,

*Jeff Crosby
Chief Deputy
Jasper County Sheriff's Office
P.O. Box 986
12008 North Jacob Smart Blvd.
Ridgeland, SC 29936
Office: (843)726-7777
Mobile: (843)247-2186
Fax: (843)726-7778*

CONFIDENTIALITY NOTICE:

This message is intended only for the use of the individual or entity to which it is addressed and contains information that is privileged, confidential or exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee or Law Enforcement Officer responsible for delivering the message to the intended recipient, you are now on notice that you are strictly prohibited from printing, storing, disseminating, distributing or copying this communication. If you have received this communication in error, please notify us immediately by replying to this message and deleting it from your computer.

From: Mark Darnell <k9grantapplication@gmail.com>
Sent: Tuesday, July 2, 2024 11:43 AM
To: Jeff Crosby <jcrosby@jaspercountysc.gov>
Subject: USPCA AKC REUNITE 2024 K9 Grant

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Debra Daley

From: Jeff Crosby
Sent: Tuesday, July 2, 2024 1:10 PM
To: Debra Daley
Subject: Fwd: USPCA AKC REUNITE 2024 K9 Grant

Sent from my iPhone

Begin forwarded message:

From: Mark Darnell <k9grantapplication@gmail.com>
Date: July 2, 2024 at 11:43:20 AM EDT
To: Jeff Crosby <jcrosby@jaspercountysc.gov>
Subject: USPCA AKC REUNITE 2024 K9 Grant

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Chief Deputy Crosby,

I am **PLEASED** to inform you that your USPCA AKC REUNITE 2024 K9 Grant Application has been **APPROVED!**

It will take approximately 3-7 weeks to receive the check in the amount of \$7500. Please be advised that you may receive the AKC REUNITE Stickers prior to the check as they are mailed separately.

Congratulations!

The Check will be made out to the entity that is on the W-9 Form. It is the only way we can do it. Thank you for your understanding.

Please Keep This Email and Notify me when you have Received the Check so that I may close your file.

Thank You!

AKC Reunite
8051 Arco Corporate Drive
Suite 200
Raleigh, NC 27617



Date: 07/26/2024
Check #: 92209
Payment Amount: 7,500.00
Vendor #: VN24912



012230 R3K6T1A
JASPER COUNTY SHERIFF'S OFFICE
12008 NORTH JACOB SMART BLVD
RIDGELAND SC 29936



Remittance Advice

Invoice Date	Invoice No.	Invoice Description	Invoice Net Amount
07/08/2024	2024-07-08 GRANT	ADOPT A K-9 COP GRANT	7,500.00

PLEASE DETACH BEFORE DEPOSITING CHECK

THIS CHECK CONTAINS MULTIPLE FRAUD DETERRENT SECURITY FEATURES

AKC Reunite
8051 Arco Corporate Drive
Suite 200
Raleigh, NC 27617



66-156/531

Date: 07/26/2024
Check #: 92209

Pay Exactly **Seven Thousand Five Hundred and 00/100 -US Dollars **

Amount
\$****7,500.00

TO THE ORDER OF
JASPER COUNTY SHERIFF'S OFFICE

WELLS FARGO BANK, N.A.

TE Phillips
Authorized Signer

AGENDA

ITEM # 21



Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)

Ridgeland, SC 29936

Office: 843-726-7607 Fax: 843-726-7966



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

14, October 2024

To: Honorable Jasper County Council

Re: Change Order request for back-up generator

Greetings Honorable County Council,

Jasper County Emergency Services humbly requests the administrator be empowered to sign a change order for the back-up power generator at Fire Station 34 (Mead Rd.). This change order has been a slow process to manifest. We originally worked with our vendor and contractor to utilize the Automatic Transfer Switches (ATS) that were installed during a remodel. Everyone believed that it worked without issues. This original concept was intended to save money. After several failed efforts to achieve satisfactory performance; we have arrived at the point of replacing the ATS. While this was not a budgeted item; we have monies that can cover the cost in our building maintenance repair line 056-5095.

While it is not an ideal situation; our recent tropical storm impacts have resonated a need to achieve seamless operation. Our intent is to repurpose the existing ATS with other projects within the county; pertaining to the initiative to have back-up generators for convenience & community centers. We will report back with additional finds on that particular tasking order.

Sincerely,

A handwritten signature in blue ink, appearing to read "Russell Wells".

Chief Russell W. Wells

AGENDA

ITEM #22



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

tlwilliams@jaspercountysc.gov

Administrator's Report October 21, 2024

1. Beaufort/Jasper Housing Trust Fund:

I will provide a brief update on the status of the Regional Housing Trust Fund and the need to amend the Intergovernmental Agreement (IGA) regarding the Regional Housing Trust Fund dated October 28, 2022.

2. Euhaw Broad River Planning Area:

Ms. Wagner will provide a brief update on status, timeline, and request another Council workshop.

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



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

tlwilliams@jaspercountysc.gov

Progress Report October 8, 2024 – October 21, 2024

1. 2024 Transportation Sale Tax Referendum:
Educational presentations made to the Jasper County Board of Voter Registration & Elections on Oct. 10 and to the Jasper County Transportation Committee on Oct. 14.
2. Euhaw Broad River Planning Area:
Met with staff and planning consultant on Oct. 14. Reviewed status, notes, and discussed proposed edits for County Council's consideration. Ms. Wagner to provide a brief update at the Oct. 21 County Council meeting.
3. Ridgeland-Claude Dean Airport:
Met with Jasper County Airport Commission members and County staff on Oct. 15 to discuss terms of future airport leases and a path forward to making amendments, seeking FAA approval, and presenting to County Council for consideration. Will advise when ready for Council consideration.
4. Parks and Recreation Master Plan Project:
Met with Vice-Chairwoman Clark, Mr. Lucas, and consultants on Oct. 9 and participated in a focus group session.
5. Levy Sewer Project:
Emails and telephone conversations re: exploring a potential grant opportunity with the Environmental Protection Agency (EPA). County staff, Ms. Heather Rath, LCOG staff, and BJWSA staff are working together to assemble grant application materials.
6. Technical College of the Lowcountry (TCL):
Met with Dr. Gough and Ms. Carns on Oct. 10 re: workforce training center project. TCL to make presentation to Council on Oct. 21.

7. Economic Development Projects:

Met with SCA staff, outside counsel, and the County Attorney on October 16 to review active economic development projects.

8. Other Meetings/Events Attended or Scheduled to Attend:

City of Hardeeville community meeting re: East Argent Tract development on Oct. 10, USDA-RD Resource Fair in Hampton County on Oct. 15, SC State of the Port Address in Charleston on Oct. 16, and Jasper County Neighbors United (JCNU) 25th Anniversary Celebration in Bluffton on Oct. 19.

CONSENT
AGENDA
ITEM #23



JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, July 15, 2024

MINUTES

Officials Present: Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark, Councilman John Kemp, and Councilman Joey Rowell

Staff Present: County Administrator Andrew Fulghum, County Attorney David Tedder, Tisha Williams Kimberly Burgess, Danny Lucas, and Videographer Jonathan Dunham. Also present: Dr. Anderson and Mayor Harry Williams, and several others.

1. Call to Order of Council Meeting by Chairman Sauls

Chairman Sauls called the Workshop to order. 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.*

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 –[Tax Map # 063-26-14-001 and # 063-26-14-002](#); [Exit 3](#); [Project Telfair](#); [Tax Map # 087-00-04-001](#); [252 Russell Street](#); [Legacy Funeral Home Vehicle Rental](#); [Nickel Plate MCIP](#); [Jasper County v Western Surety Company](#); [Treasurer - SC App Case No. 2024-000941](#); [Premium Pay](#); [Bolan Hall](#)

(3) Discussion regarding the development of security personnel or devices- [Detention Center](#); [Clementa C. Pinckney Jasper County Government Building](#)

(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](#); [TICO Letter of Intent \Purchase and Sale Agreement](#); [Project Mr. C](#)

Motion to go into Executive Session: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

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

Motion to return to Regular Session: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

- **3.1 Action coming out of Executive Session**

Motion to move to authorize the County Attorney to execute on behalf of Jasper County a conflict waiver as discussed in Executive Session regarding the interests of Jasper County and Andrew Fulghum and Kimberly Burgess in the Skinner versus Fulghum and Burgess lawsuit bearing SC App. Case No. 2024-000941: Councilman Rowell

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

Motion to authorize the Administrator with the assistance of the County Attorney to consummate the settlement in the Jasper County v. Western Surety Company lawsuit on the terms discussed in Executive Session: Councilman Rowell

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Motion to move to approve the resolution prepared ratifying the sale of the Ohio Grating Property at Cypress Ridge: Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

4. Pledge of Allegiance and Invocation: The Pledge to the Flag was given and Councilman Rowell gave the Invocation.

5. Approval of the Consent Agenda Items:

Motion to approve the agenda with the removal of item numbers 21, 22, 23, 24, 25, 26, and 27 from the Consent Agenda and add them on under Public Hearings, Ordinances And Action Items : Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

6. Approval of the Regular Agenda:

Motion to approve the regular agenda: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

PRESENTATIONS

7. **Kimberly Burgess** – GFOA Certificate of Achievement for Excellence in Financial Reporting to Kimberly Burgess

Ms. Burgess was present to review and discuss the GFOA Certificate of Achievement for Excellence in Financial Reporting to her and her department and what this meant and entailed. Ms. Burgess noted that this was an award this is awarded by the Government Finance Officers Association of the United States and Canada and that Jasper County has been awarded this Certificate of Excellence in its reporting, which has been ongoing since 2008 or earlier. She noted that this this particular award was for the Fiscal Year ended June 30, 2023, and that their financial report has been judged by an impartial panel to meet the highest standards of the program. She noted that this included demonstrating the constructive spirit of full disclosure to clarify and communicate its financial story and motivate potential user groups to read the report. She said that she wanted to say that she was very proud that Jasper County has once again received this Certificate of Excellence and that this award is the result of a group effort of a team of people who come together each year including the County Administrator Mr. Fulghum, the county's Financial Consultants (Crowley and Weschler) the Finance Department and the Directors and Department Heads who provided the data and information necessary to prepare the Financial Report. She noted that she also wanted to say that she looked forward to continuing the standard of excellence in financial reporting and to continue to carry that tradition forward. Chairman Sauls thanked her and offered congratulations for the hard work.

8. **Chief Russell Wells** – Jasper County Fire Rescue Staff earn awards.

Chief Wells noted that this was a recap of a Press Release that went over 10/20/23 when their staff was summoned to a working structure fire up off of Grays Highway. The 911 telecommunications officers guided the occupant to take actions on attempt for self-rescue, but they were unable to do so. Several staff members engaged in rescue techniques and Deputy Chief Vaughn made a recommendation to the South Carolina Firefighters Association on Meritorious Action Awards. The committee for the South Carolina Firefighters Association on June 15, 2024, awarded Lieutenant Blankenship with a Meritorious Service Action Award, and within 24 hours of that award, Firehouse Magazine which is a nationally syndicated publication for fire service also made notification to us that the department would receive a Meritorious Service Action. He noted that today stands before Council, Lieutenant Blankenship so that he could take a moment and publicly recognize his actions that saved the life in coordination with several staff members and that he that was recognized for the Meritorious Action.

9. Mike Skinner, Treasurer – Year in Review Report to the Council (Cash Vest)

Garret MacDonald and Tyler Frame representing Cash Vest provided a presentation to Council. They provided a year in review report to Council and noted that Council had allowed them to contract with the County. He discussed the funds that had been generated. He noted that they That every single dollar that comes in for every debit and credit of the treasurer's office. He noted that they do stress tests to uncover how much cash the county has and how long it is available. He noted that they were stress testing every account and looked at the different trends since they had been working with the County. He discussed the tax revenue generated amounts and mentioned that through Cash Vest this had increased from 27 to 51 out of 100 meaning that the interest revenue is up by 160%. For more information on this presentation please see "Attachment A" or go to the County video on YouTube at: https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJlA.

10. Keith Hughes – Jasper County Rescue Mission (JARM) Update

Mr. Hughes was present to provide an update for Jasper Animal Rescue Mission (JARM). He noted that he is the current president of the Board of Directors for JARM. He said they had terminated the Executive Director of JARM as of June 14th, 2024, and had welcomed back all the Volunteers. He noted that the Volunteers are crucial to JARM and those operations. He said they have cleaned and organized the facility and have immediately hired a Shelter Manager who has 15 years of experience as a Certified Vet Medical Tech. He noted that they had received a lot of help from several organizations providing support and that JARM will work hard for the supporters and the community in the future. He discussed the needs currently facing JARM and noted that they looked forward to updating the County Council with future news.

11. Walt Cartin, Parker Poe Law Firm – Skinner v Fulghum and Burgess

Mr. Cartin of Parker Poe Law Firm was present to discuss the case of Skinner v Fulghum and Burgess. Mr. Cartin provided a detailed PowerPoint Presentation including a variety of information. He included the overall background information; background of the Weschler CPA findings; background of the Baird Report; the lawsuit and the allegations; discussed the legal and factual issues of the lawsuit, including the primary legal issues and factual issues; basic structure of a basic structure of managing county funds; gave an

overview of accounts including the school district accounts; Sheriff accounts; Clerk of Court accounts; County accounts and the next steps. For more information on this presentation please see “Attachment B” or go to the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA.

PROCLAMATION

12. David Tedder – Proclamation for the 2024 Gullah Geechee Nation Appreciation Week of July 27, 2024, to August 4, 2024 to Queen Quet.

Mr. Tedder read the proclamation for the 2024 Gullah Geechee Nation Appreciation Week of July 27, 2024, to August 4, 2024 for the presentation to Queen Quet. Chairman Sauls and Council made the presentation to Queen Quet.

RESOLUTIONS

None

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

13. Lisa Wagner – Consideration of 1st reading of an Ordinance to amend Jasper County Zoning Ordinance, Article 5, *Zoning District Regulations*, to add two new primary zoning districts; Rural Preservation – 10 (RP10) and Village Commercial (VC), one new overlay district, Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD); Article 6, *Use Regulations*, to add uses for the RP-10 and VC zoning districts; Article 7, *Primary Districts*, to add lot size, lot width, and setback requirements for RP-10 and VC zoning districts, amend lot width requirements in the Residential, Community Commercial, General Commercial, Industrial Development, and Mixed Business zoning districts, amend riparian buffer requirements, and add design standards for the Village Commercial zoning district; Article 8, *Special Purpose Districts*, to add design standards and requirements for the Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD); Article 11, *Conditional Use Review and Regulations*; to add conditions for horses, gasoline stations and amend conditions for manufactured housing; amend the Jasper County Official Zoning Map to re-zone some properties within the Euhaw Broad River Planning Area to the Rural Preservation-10 zoning district and the Village Commercial zoning district; Invoking application of the Pending Ordinance Doctrine; and other matters related thereto.

Ms. Wagner was present to review and address this request for the consideration of the 1st reading of an ordinance to amend Jasper County Zoning Ordinance, Article 5, *Zoning District Regulations*, to add two new primary zoning districts; Rural Preservation – 10 (RP10) and Village Commercial (VC), one new overlay district, Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD); Article 6, *Use Regulations*, to add uses

for the RP-10 and VC zoning districts; Article 7, *Primary Districts*, to add lot size, lot width, and setback requirements for RP-10 and VC zoning districts, amend lot width requirements in the Residential, Community Commercial, General Commercial, Industrial Development, and Mixed Business zoning districts, amend riparian buffer requirements, and add design standards for the Village Commercial zoning district; Article 8, *Special Purpose Districts*, to add design standards and requirements for the Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD); Article 11, *Conditional Use Review and Regulations*; to add conditions for horses, gasoline stations and amend conditions for manufactured housing; amend the Jasper County Official Zoning Map to re-zone some properties within the Euhaw Broad River Planning Area to the Rural Preservation-10 zoning district and the Village Commercial zoning district; Invoking application of the Pending Ordinance Doctrine. Ms. Grabowski was available to make a presentation to Council on the Euhaw Broad River Planning Area, she also discussed the Moratorium, and provided a summary of proposed updates. Chairman Sauls noted that this would have 3 readings and a public hearing for this ordinance. For more information on this presentation please see "Attachment C" or go to the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA.

Motion to approve: Councilman Kemp

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

14. Andrew Fulghum – Continuation of Public Hearing and consideration of 2nd reading of Ordinance #O-2024-16 to Levy And Impose A One Percent Sales And Use Tax, Subject To A Referendum, Within Jasper County Pursuant To Section 4-37-30 Of The Code Of Laws Of South Carolina 1976, As Amended; To Define The Specific Purposes And Designate The Projects For Which The Proceeds Of The Tax May Be Used; To Provide The Maximum Time For Which Such Tax May Be Imposed; To Provide The Estimated Cost Of The Projects Funded From The Proceeds Of The Tax; To Provide For A County-Wide Referendum On The Imposition Of The Sales And Use Tax And The Issuance Of General Obligation Bonds And To Prescribe The Contents Of The Ballot Questions In The Referendum; To Provide For The Conduct Of The Referendum By The Board Of Voter Registration And Elections Of Jasper County; To Provide For The Administration Of The Tax, If Approved; To Provide For The Payment Of The Tax, If Approved; And To Provide For Other Matters Relating Thereto (*1st reading 05.06.2024; Public Hearing began on 06.24.2024*)

Mr. Fulghum was present to review and address the continuation of the Public Hearing (that began on June 24th at that Council Meeting). He also noted that Council had saw this item at a workshop on 07.02.2024 and that there had been meetings with the municipalities. This he noted for this meeting was for the consideration of 2nd reading of Ordinance #O-2024-16 to levy and impose a one percent Sales And Use Tax, subject to a referendum, within Jasper County pursuant to section 4-37-30 of the Code Of Laws Of South Carolina 1976, as amended; to define the specific purposes and designate the projects for which the proceeds of the tax may be used; to provide the maximum time for which such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a county-wide referendum on the imposition of the Sales And Use Tax and the issuance of General Obligation Bonds and to prescribe the contents of the ballot questions in the referendum; to provide for the conduct of the referendum by the board of voter registration and elections of Jasper County; to provide for the administration of the tax, if approved; to

provide for the payment of the tax, if approved. The public hearing was opened but there were no comments so the public hearing was closed.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

15. David Tedder – Consideration of the 1st reading of an Ordinance authorizing the sale to SC Grays LLC of a 1.47 acre parcel being subdivided out of the original 258.45 acre Parcel B, Parcel B being shown on a Plat recorded at Plat Book 22 at Page 233, with such 1.47 acre parcel being shown on an individual plat, being a portion of tax parcel 048-00-01-009, and to authorize the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to SC Grays LLC, or its assigns, and matters related thereto.

Mr. Tedder was present to review and address the consideration of the 1st reading of an ordinance authorizing the sale to SC Grays LLC of a 1.47 acre parcel being subdivided out of the original 258.45 acre Parcel B, Parcel B being shown on a Plat recorded at Plat Book 22 at Page 233, with such 1.47 acre parcel being shown on an individual plat, being a portion of tax parcel 048-00-01-009, and to authorize the Jasper County Administrator to execute such contracts, amendments, deeds and other documents as may be necessary and appropriate to effect the sale to SC Grays LLC, or its assigns.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

16. David Tedder – Consideration of the 1st reading of An Ordinance by Title Only Amending Jasper County Ordinance #O-2023-20 by Authorizing and Approving Modified Terms of a Loan from the South Carolina Transportation Infrastructure Bank; Authorizing and Approving Documents to Reflect the Modified Loan; Authorizing and Approving Modifications to an Intergovernmental Agreement among Jasper County, South Carolina, the City of Hardeeville, South Carolina and the South Carolina Transportation Infrastructure Bank; and Other Related Matters. *(Exit 3)*

Mr. Tedder was present to review and address the consideration of the 1st reading of an ordinance by Title Only amending Jasper County Ordinance #O-2023-20 by authorizing and approving modified terms of a loan from the South Carolina Transportation Infrastructure Bank; authorizing and approving documents to reflect the modified loan; authorizing and approving modifications to an Intergovernmental Agreement among Jasper County, South Carolina, the City of Hardeeville, South Carolina and the South Carolina Transportation Infrastructure Bank.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

17. Lisa Wagner – Consideration of the **3rd reading and a second public hearing** Ordinance **#O-2024-15** to amend: (i) Ordinance Number O-2022-16 to adopt updated standards for the Planned Development District encompassing a 38.84 acre parcel located on U.S. Highway 278 (the “Property”); and (ii) Ordinance **#O-2022-14** to amend the development agreement (the “Development Agreement”) between Jasper County (the “County”) and Conduit Street Partners, LLC (“CSP” or the “Developer”) that governs CSP’s development of the Property into a 275-unit single-family residential community (the “Project”); in both cases to allow for the possibility that the Project may include not only “for rent” residential dwellings, but also “for sale” residential dwellings; and matters related thereto. *(1st reading 05.06.2024; 2nd reading and public hearing 06.03.2024)*

Ms. Wagner was present to review and address this request for the consideration of the 3rd reading and a second public hearing Ordinance #O-2024-15 to amend: (i) Ordinance Number O-2022-16 to adopt updated standards for the Planned Development District encompassing a 38.84 acre parcel located on U.S. Highway 278 (the “Property”); and (ii) Ordinance #O-2022-14 to amend the development agreement (the “Development Agreement”) between Jasper County (the “County”) and Conduit Street Partners, LLC (“CSP” or the “Developer”) that governs CSP’s development of the Property into a 275-unit single-family residential community (the “Project”); in both cases to allow for the possibility that the Project may include not only “for rent” residential dwellings, but also “for sale” residential dwellings. The public hearing was opened but there were no comments so the public hearing was closed.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Vice Chairwoman Clark – Yes

Chairman Sauls – Yes

Councilman Rowell – Yes

Councilman Kemp – No

The motion passed.

Chairman Sauls decided to do the Citizen Comments here before the items that had been moved from the Consent Agenda.

CITIZEN COMMENTS

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.

Mr. Malphrus Sr. was present to discuss the RP10 zone and his concerns.

Phillip Malphrus Jr. was present to discuss their property and his concerns.

John Ragland was present to discuss his property and noted he hoped Council took their letter into consideration.

Scotty Yancy was present to discuss the Treasurer's office.

Valerie Guzman was present to discuss the Treasurer's office and the lawsuit costs.

Grant McClure was present to discuss Euhaw District Rezoning and other matters.

Elias Pinckney was present to discuss his County concerns.

Peggy Callahan was present to discuss a FOIA request and other matters.

Lyle Paradise was present to discuss his concerns of Jasper County.

John Murphy was present to discuss the Treasurer's office.

17A: Danny Lucas – Approval of Rural Initiative Fund Grant Award Agreement Amendment.

Mr. Lucas was available to review this request for the approval of the Rural Initiative Fund Grant Award Agreement Amendment with Council. He discussed the grant, the projects this included and the status of such projects.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

17B. Andrew Fulghum – Approval of Independent Contractor Agreement / Social Media / Marketing. (Sol Freedom Marketing LLC)

Mr. Fulghum was available to review this request for the approval of Independent Contractor Agreement / Social Media / Marketing through Sol Freedom Marketing LLC. He noted that the HR Director recommends the use and staff would like to recommend the use of Sol Freedom Marketing.

Chairman Sauls mentioned that Councilman Rowell would like to table this item and be able to look into this. Councilman Rowell requested to table this item for further discussion with Mr. Fulghum. No vote was taken on this item.

17C. Danny Lucas – Approval of Aviation Fuel Truck Proposals (Skymark Refuelers).

Mr. Lucas was present to discuss the request for the approval of Aviation Fuel Truck Proposals (Skymark Refuelers). The lease to purchase options were discussed for this item. SkyBlue was discussed in regards to its registration of the trademark. Mr. Tedder noted that he had filed the trademark with the State of South Carolina.

Motion to approve the Aviation Fuel Truck Proposal: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

17D. Kimberly Burgess – Approval of #57 Stone Bids (J.R. Wilson).

Ms. Burgess was available to review this request for the approval of #57 Stone Bids (J.R. Wilson). She noted that they had advertised for sealed bids and 3 bids were received but only 1 complied with the requirement.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

17E. Kimberly Burgess – Approval of Bids for Levy Fire Station Repairs not to exceed \$25,000.

Ms. Burgess was available to review this request for the approval of bids for Levy Fire Station repairs not to exceed \$25,000. Ms. Burgess noted that she had received 2 bids and the other was not compliant to the requirements.

Motion to approve: Councilman Kemp

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

17F. Kimberly Burgess – Approval authorizing the County Administrator to Execute Contracts Included in the Adopted FY2025 Budget (greater than \$25K).

Ms. Burgess was available to review this request for the approval authorizing the County Administrator to execute contracts included in the adopted FY2025 Budget as it was greater than \$25K.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

17G. Kimberly Burgess – Approval authorizing the County Administrator to Execute the M. B. Kahn work authorization for the Jasper County Court House.

Ms. Burgess was available to review this request for approval authorizing the County Administrator to execute the M. B. Kahn work authorization for the Jasper County Court House.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

18. *Citizen Comments were moved and taken prior to the additions of the Consent Agenda over to the Regular Agenda*

19. **Administrator's Report:** Mr. Fulghum reviewed the information from his report. There were no Action Items requiring a vote from the Council in the Administrator's Report

CONSENT AGENDA

20. **David Tedder** – Consideration of the **3rd reading** of Ordinance **#O-2024-14** authorizing the sale of a right of way easement over approximately 0.34 acres, 14,878 sq. ft., being a portion of **TMS 042-00-05-040** adjacent to the Interstate Highway I-95, to the South Carolina Department of Transportation in order to facilitate the widening, in exchange for the amount of \$20,900.00 in just compensation, and to authorize the Jasper County Administrator to execute such right of way easement and other documents as may be necessary and appropriate to effect the transfer to the South Carolina Department of Transportation, or its assigns, and matters related thereto. (*1st reading 04.01.2024; 2nd reading and public hearing 06.03.2024*) (I95 widening project).

21. **Danny Lucas** – *Approval of Rural Initiative Fund Grant Award Agreement Amendment. (Moved to the regular agenda as Item # 17A under Public Hearings, Action Items and Ordinances)*

22. **Andrew Fulghum** – *Approval of Independent Contractor Agreement / Social Media / Marketing. (Sol Freedom Marketing LLC) (Moved to the regular agenda as Item # 17B under Public Hearings, Action Items and Ordinances)*

23. **Danny Lucas** – *Approval of Aviation Fuel Truck Proposals (Skymark Refuelers). (Moved to the regular agenda as Item # 17C under Public Hearings, Action Items and Ordinances)*

24. **Kimberly Burgess** – *Approval of #57 Stone Bids (J.R. Wilson). (Moved to the regular agenda as Item # 17D under Public Hearings, Action Items and Ordinances)*

25. **Kimberly Burgess** – *Approval of Bids for Levy Fire Station Repairs not to exceed \$25,000. (Moved to the regular agenda as Item # 17E under Public Hearings, Action Items and Ordinances)*

26. **Kimberly Burgess** – *Approval authorizing the County Administrator to Execute Contracts Included in the Adopted FY2025 Budget (greater than \$25K). (Moved to the regular agenda as Item # 17F under Public Hearings, Action Items and Ordinances)*

27. [Kimberly Burgess](#) – Approval authorizing the County Administrator to Execute the M. B. Kahn work authorization for the Jasper County Court House. (Moved to the regular agenda as Item # 17G under Public Hearings, Action Items and Ordinances)

28. [Rose Dobson-Elliot](#) – Acceptance of the following Grant Awards from the Office of Solid Waste Reduction and Recycling: Used Oil Recycling grant in the amount of \$1,413.56; FY25 Solid Waste Management Grant in the amount of \$9,947.39 and FY2025 Waste Tire Recycling Grant in the amount of \$51,800.00.

29. Approval of the Minutes

END OF CONSENT AGENDA

30. **Council Members Comments:** Councilmember Comments were given, but no comments required action.

31. **Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II. *Council may act on any item appearing on the agenda including items discussed in executive session.**

32. **Adjournment:**

For more information on this meeting please go to our YouTube Channel for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

Motion to adjourn: Vice Chairwoman Clark

Second: Councilman Rowell

Vote: Unanimous

The motion passed.

Respectfully submitted:

Wanda H. Giles
Clerk to Council

L. Martin Sauls IV, Chairman

A proven tool created by cash management officials,
for cash management officials.

Attachment
"A"



cashVest[®] & Jasper Co.

cashvest[®]

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We provide
unbiased, objective, and actionable data
that allows you to maximize the value of all
of your unique financial resources.

three+one is **not a bank**, a brokerage firm, or investment manager.
We do not take deposits nor do we offer investments.

What our partners say about cashVest®

cashVest by three+one® is a digital tool that provides:

- Actionable liquidity data
- Comprehensive picture of my current and forecasted cash
- Ongoing, dedicated partnership with the liquidity experts at three+one complement and support my team
- Time and money savings
- Clarity over all financial resources
- Increase in interest income
- Most effective use of my taxpayers' dollars
- Why doesn't everyone use this tool?

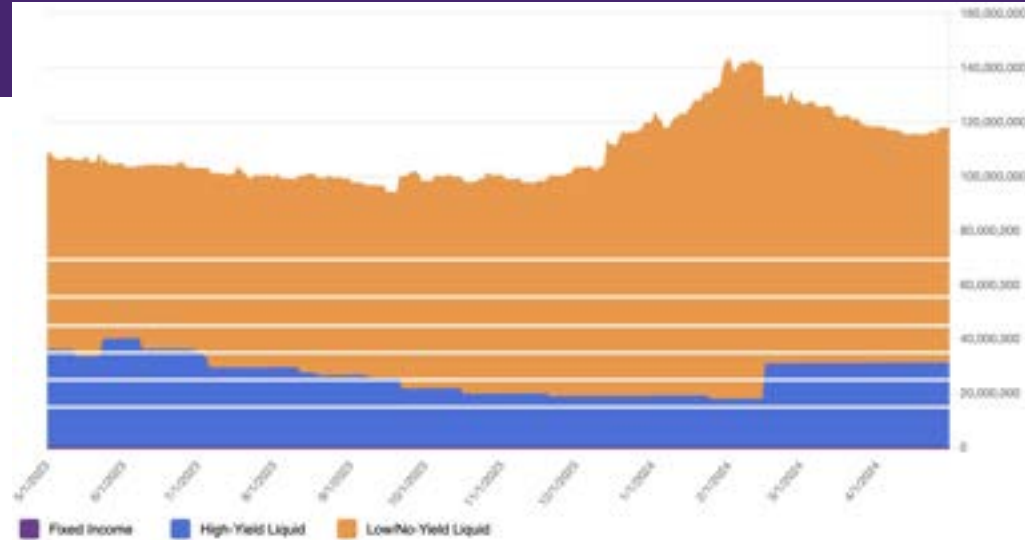
Liquidity Stress Testing

-Stress tests uncover **how much cash the County has and how long it's available** - the time horizon of funds. **This builds confidence for longer investment durations.**

-Stress tests identified **\$69.37MM in Strategic Liquidity.**

-**Nothing bad comes from *more* data for *enhanced* planning.**

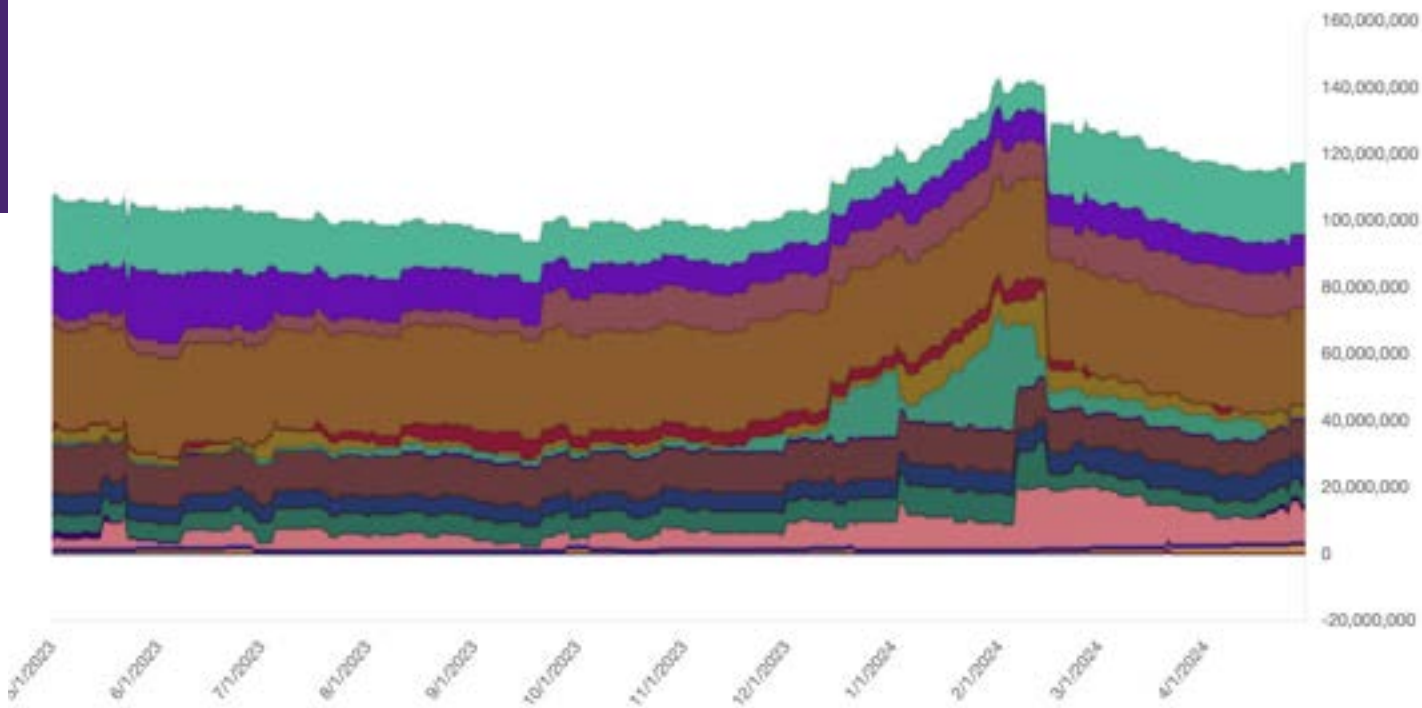
-Views cash from a liquidity perspective - **how the market values the County's cash.**



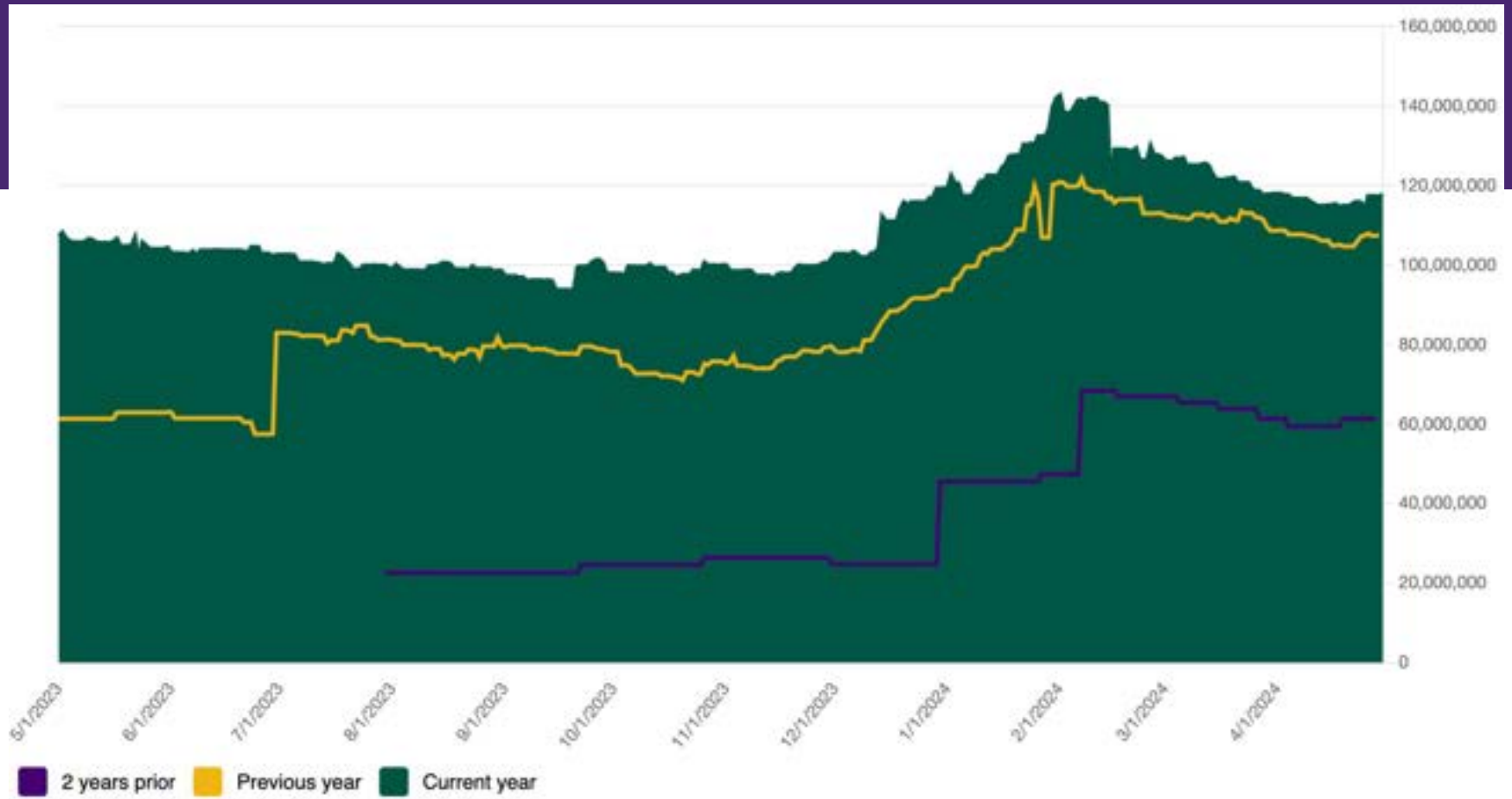
	LEVEL 5 \$15M	LEVEL 4 \$10M	LEVEL 3 \$10M	LEVEL 2 \$10M	LEVEL 1 \$10.57M	Cushion \$13.8M	Working Capital ¹ \$39,821,029	Total \$109,191,029
Duration	48-60 months	36-48 months	24-36 months	12-24 months	1-12 months	Up to 30 days	Daily	Varies
Benchmark Rates *	4.80%	4.87%	5.04%	5.25%	5.46%	5.48%	5.48%	5.27%
Benchmark Values	\$719,260	\$487,000	\$504,000	\$825,000	\$577,122	\$756,240	\$2,182,192	\$5,750,804

* Treasury Yield Curve Rates as of 4/30/2024

All Accounts (detail)



- General Fund
 JC Clerk of Court x0994
 Payroll
 JC Fire Department
 JC Sheriff Dept Drug Fund
 JC Sales Tax
- JC Clerk of Court x1604
 School District
 Revenue Bond Nickel Plate Rd
 2008 Bond Account
 JC Tax Account
- Forfeited Land Account
 Bond Debt 2010
 Installment Tax
 Magistrate Court Jury
 2004 Bond
 Real Estate
- Jasper County Tax Account
 Cash Management Account
 State Funds
 Decal Fund Account
 Transport for Sales Tax
- JCT Decals Fund
 Capital Project Funds
 School General
 County General Fund



Realized Benefit:

\$2,228,514+

cashVest Score
27 ⇒ 51 as of Apr '24

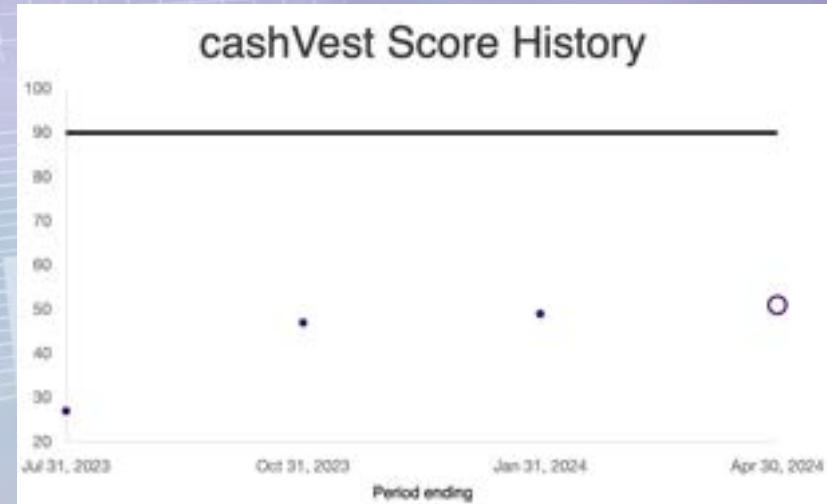
Trailing 12 months **interest revenue increased by 160%** for the period ending 4/30/24 compared to the initial 12-month period ending 7/31/23

Marketplace data enabled the County to increase performance on its cash - a **\$2,680,400+ net benefit annually**

Continual **monitoring & certification of the County's fee structure**, based on nationwide benchmarks

A dedicated team that **complements County staff & adds new resources**

Future Results



cashVest Next Steps for Jasper County in 2024

-Stress tests identified **\$55.57MM more that could be strategically invested, a net benefit of \$333,420**, based on current benchmarks.

-Share latest benchmark data on bank analysis structures to **strengthen arrangements with the County's financial partners.**

-Continue **strategically managing County and School funds** and ensure the County receives the highest value on taxpayer dollars.



Contact us for more info



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Overview of Litigation Brought by Treasurer Re: County Accounts & Treasurer's Rights

Michael Skinner v. Andrew Fulghum, Jasper County Administrator, et al.; Appellate Case No. 2024-000941

Attachment "B"

Background

- **After being elected, Mr. Skinner sought assistance from the County as he acclimated to his new position, which the County provided.**
- **The County's assistance included, among other things, transaction posting, account reconciliation, and audit support.**
 - **Audit Requested by Treasurer: Mauldin & Jenkins (July 2023)**
 - **Assistance Posting Transactions and Reconciliation: Crowley Wechsler & Associates (March 2024)**
 - **Audit Conduct after Wechsler findings: Baird Audit Group (April 2024)**

Background: Weschler CPA Findings

“The change in the recently elected Treasurer’s Offices has created significant deficiencies in the accounting system of the County.... The previous Treasurer recorded all the cash receipts into the County’s software that were then monitored by Finance. This allowed for the proper segregation of duties. Since the newly elected Treasurer is no longer posting the cash receipts into the accounting system, we would recommend that Finance get access to all information including bank accounts without having to rely on another office to fulfill the accounting requirements of the County.” (emphasis added)

- Other findings from the CPA’s report:
 - Revenues were identified incorrectly and were placed in the wrong accounts.
 - Delinquent taxes were included in current tax apportionments, which resulted in delinquent taxes being paid out twice for two months.
 - No cash receipts had been recorded for any accounts.
 - Failures to maintain supporting documentation indicating the proper source of funds, amount of funds, or the appropriate coding of funds.

Background: Baird Report

- Council found the Weschler CPA findings problematic and retained the Baird Audit Group to evaluate the processes in place in the Treasurer's Office from July 1, 2023 through February 29, 2024.
- Baird issued its report on April 29, 2024, and noted additional issues:
 - Funds placed into incorrect accounts, account transfers were made backwards, and some transfers were duplicates
 - Treasurer improperly paid bonuses of \$750 to four staff members and a bonus of \$1,000 to himself using funds from the license plate decal fund because “the Treasurer indicated he felt this one-dollar fee could be used for whatever purpose he deemed necessary.
 - The Treasurer overpaid to the Town of Ridgeland \$33,000 in fee-in-lieu of tax funds and “failed to separate vehicle tax payments from ad valorem tax payments preventing the Town of Ridgeland from being able to accurately record the payments on their end.
 - “None of the staff have formal accounting backgrounds, resulting in a lack of understanding of reconciliation or documentation procedures,” which “has resulted in the books and records of Jasper County being materially incorrect for most of the fiscal year.
 - “[s]upporting documentation that would properly indicate the source of funds, the amount of the funds, and the appropriate coding of the funds is not being maintained by the Treasurer's office in all cases.”

Background

- **Council discussed these matters with the Treasurer at the May 15th meeting.**
- **There was consensus/agreement that the parties would work together to create and agree upon a set of operational procedures to fix the issues identified by the Weschler CPA and the Baird Audit Group.**
- **Less than three weeks later, on Thursday morning, June 6th, these efforts were brought to a halt by the Treasurer holding a press conference to announce the filing of a lawsuit against Andy Fulghum and Kim Burgess.**
- **Treasurer's stated purpose of the lawsuit was to gain signatory authority over all accounts, including those under the control of other elected officials and the school district.**

The Lawsuit

- Treasurer filed lawsuit against Andy Fulghum and Kimberly Burgess in the Supreme Court's original jurisdiction and requests a writ of mandamus—i.e., an order directing Mr. Fulghum and Ms. Burgess to make the Treasurer the signatory over all accounts for which he was not already a signatory
- Treasurer alleges there are between 96-116 accounts, and he should have signatory authority over all accounts
- Treasurer's claim for entitlement is based on Section 2-66 of the Jasper County Code of Ordinances, which requires that all “funds generated from fees collected and monies received by the county departments' employees and/or elected officials shall be . . . timely deposited with the county treasurer's office.”
- Mr. Fulghum's and Ms. Burgess's responsive filing raises strong procedural arguments against granting the Treasurer's requested relief, so it is possible the Supreme Court will decide not to entertain the matter.

Lawsuit: Legal and Factual Issues

- **Primary Legal Issue:**

- What is the scope of the Treasurer's right to have signatory authority over certain accounts maintained by the County, other elected officials, and distinct political subdivisions?

- **Factual Issues:**

- Which accounts hold “County funds” contemplated by Ordinance 2-66?
- Which accounts hold funds that are not subject to Ordinance 2-66?
- Which accounts hold funds that the Treasurer is prohibited from having signatory authority over based on state law?

Basic Structure of Managing County Funds

- **Counties are authorized to provide for an accounting and reporting system whereby funds are received, safely kept, allocated, and disbursed. SC Code Ann. §4-9-30(8).**
- **The county treasurer's primary responsibilities are to collect the property tax, to receive other county revenue such as fees and state aid, and to invest funds for the county until such time as they are needed to cover authorized county expenditures.**
- **State statutes and court rules often dictate that fees and assessments be collected by courts and other officials, accounted for, divided up according to directives, and then distributed to various state agencies and the County. Only a portion of these monies collected are "County Funds" under Ordinance 2-66.**
- **Other State statutes, such as those pertaining to the School District and the Sheriff, expressly allow for the maintenance of separate accounts outside of the County's or Treasurer's control.**

Overview of Accounts

- **School District (11)**
 - Bond accounts (2)
 - Treasurer’s Account (1)
 - Accounts Receivable and Accounts Payable (2)
 - Lunch Program (2)
 - Pupil Activity Funds (4)
- **Sheriff (8)**
 - Seizure funds
 - Community assistances fund
 - Finger-print processing and sex offender registry
 - Process and other fees
- **Clerk of Court (40)**
 - Deposits made by parties to lawsuits pending outcome of litigation (35)
 - Case management accounts (bonds, fines, fees)
 - Jury accounts
 - Title IV Child support
- **Register of Deeds**
 - Filing fees
 - Escrow for mechanic lien bonds
- **Probate Court**
 - General fees
 - Marriage licenses and ceremony fees
 - Miscellaneous
- **Magistrate Court**
 - Jury accounts
 - Civil fees
 - Criminal fees
- **County Accounts**
 - General operating
 - Business license fees
 - Local hospitality and accommodation taxes
 - Building permits, building plan review fees, and sign permit fees
 - Delinquent tax collections and tax sales
 - Parks and Recreation fees
 - Airport bond proceeds and fuel sale revenues
 - Bond proceeds held in trust
 - Legislative delegation appropriations
 - Rural Development Act funds

School District Accounts

- **11 Accounts**
 - Accounts Payable and Accounts Receivable (2)
 - Lunch Program & Pupil Activity Funds (6)
 - Bonds (2)
 - Treasurer Account (1)
- **Treasurer has no right to signatory authority or oversight over District’s operational accounts. See S.C. Code Ann. § 59-71-180.**
 - District “may maintain its own bank account for the payment of expenses approved by governing body of district.”
 - Treasurer is required to “disburse to any school district within his county any funds which he may have on hand available for use in the operation of the school district.”
- **Ordinance 2-66 does not contemplate political subdivisions.**
- **Treasurer is entitled to, and currently has, signatory authority over the “Treasurer Account” and district bond fund accounts. See S.C. Code Ann. § 59-71-180.**
 - “The proceeds derived from the sale of bonds must be deposited with the treasurer of the county”

Sheriff Accounts

- **8 Accounts**

- Petty Cash
- Fingerprint Processing
- Sex Offender Registry
- Drug Fund
- Vice
- Community Assistance Fund
- Drug Seizure Escrow
- Seizure Funds

- **Drug Seizure Escrow - Sheriff statutorily entitled to have separate account for drug fund seizures pursuant to S.C. Code Ann. § 44-53-530**

- 44-53-530(f) : "The first one thousand dollars of any cash seized and forfeited pursuant to this article **remains with and is the property of the law enforcement agency**" and "[a] law enforcement agency may draw from the account an amount necessary to maintain the confidential financial account to be used in the purchase of information or evidence relating to an investigation. . . ."

- **Fees derived from fingerprint processing—to be turned over to the Treasurer monthly**
- **Sex offender registry—a portion remitted to SLED and the balance allowed to remain with the Sheriff**
- **Community assistance—Donations used to fund community events (NOT County Funds)**
- **Fees that Sheriff is statutorily required to turnover to Treasurer and currently does so monthly:**
 - Commissions on monies collected; service of process fees; fees for claim and delivery, writs of assistance, distress warrants, orders or seizure, and executions; additional expenses necessarily incurred in connection with these services. S.C. Code Ann. § 23-19-10.
 - Proceeds from the sale of abandoned or recovered stolen property if no claim made after one-year. S.C. Code Ann. § 27-21-30.
 - Proceeds from sale of confiscated property. S.C. Code Ann. 27-21-10.

Clerk of Court Accounts

- **Approximately 40 accounts**
 - 36 accounts are to hold deposits made by parties to lawsuits pursuant to court orders. These are **not** County funds and **not** subject to Ordinance 2-66.
 - Jury Accounts (Treasurer is a signatory already)
- **Court Deposits**
 - Rules of Civil Procedure state that deposits are to be made with Clerk of Court
 - No other state law requires that deposits must be held by the Treasurer
 - Court can set terms of deposit and where interest goes between litigants. These are funds of the litigants, are **not** County funds and are **not** subject to Ordinance 2-66.
- **In general, the County to determine whether the Clerk of Court or Treasurer collects court fees**
 - See S.C. Code Ann. § 8-21-310(A) (“Except as expressly provided, the clerks of court, register of deeds, **or** county treasurers, **as may be determined by the governing body of a county**, shall collect the following uniform filing fees”) (emphasis added)
 - Clerk of Court collects court fees; Register of Deeds collects land record filing fees.
 - These funds are all subject to audit by the State Auditor. S.C. Code Ann. § 11-7-25.

County Accounts

- **Remaining Accounts—Treasurer Does not have Signatory**
 - Business license fees (remitted monthly)
 - Local hospitality and accommodation taxes
 - Building permits, building plan review fees, and sign permit fees (remitted monthly)
 - Delinquent tax collections and tax sales (Tax collections remitted monthly)
 - Parks and recreation fees (remitted monthly)
 - Airport bond proceeds and fuel sale revenues
 - Surety bond proceeds held in trust—**NOT** County Funds
 - Legislative delegation appropriations—**NOT** County Funds (Administered by CFO at Delegation’s request)
 - Rural Development Act funds—**NOT** County Funds (grant funds required to be segregated)
- **Local Hospitality & Accommodation Taxes –** Statutes require funds be “remitted to the local governing body” and be segregated, but no state law providing that Treasurer is entitled to control.
 - S.C. Code Ann. § 6-1-720(B) (“All proceeds . . . must be kept in a separate fund segregated from the imposing entity’s general fund.”)
 - S.C. Code Ann. § 6-1-770 (“The tax provided for by this article must be remitted to the local governing body on a monthly basis”).
- **Delinquent Tax Collections & Delinquent Tax Sales**
 - The Tax Collector (lawful alternative to Treasurer) is to receive proceeds from tax sales. S.C. Code Ann. § 12-51-60 (“Expenses of the sale must be paid first and the balance of all delinquent tax sale monies collected must be turned over to the treasurer.”).

County Accounts

- **Airport bonds**
 - These bonds were issued pursuant to Chapter 21 of Title 6 and are governed differently than other bonds.
 - Do not have to be deposited with the Treasurer.
 - *Compare* S.C. Code Ann. § 6-21-300 (only requiring that the County deposit bond proceeds in “special account or accounts in a bank or banks. . . .”) *with* S.C. Code Ann. § 4-15-180 (“The proceeds derived from the sale of any such bonds shall be deposited with the county treasurer. . . .”); *see also* S.C. Code Ann. § 6-21-200 (“The bonds authorized hereunder shall not be subject to any limitations or provisions of the municipal bond laws or the bond laws for counties.”).
- **State law does not address the following accounts, so the County follows Ordinance 2-66 and remits collections to the Treasurer monthly:**
 - Business license fees and sign permit fees
 - Building permits, building plan review fees
 - Parks and recreation fees

Next Steps

- **Supreme Court will rule on Treasurer's Petition.**
- **If Petition is granted, then the case will be heard by the Supreme Court.**
- **If Petition is NOT granted, then the Treasurer may seek relief in another Court.**



Jasper
County
South Carolina

Attachment "C"

County Council Meeting

JULY 15, 2024

Denise R. Grabowski, AICP, LEED AP

symbioscity
PEOPLE + PLACE + PLANET



Euhaw Broad River Planning Area

- Moratorium until July 2024
- Build from the work of the Broad River Task Force

Summary of Proposed Updates

- ▶ Article 5: Zoning District Regulations (New zoning districts)
 - ▶ Rural Preservation 10 (RP-10)
 - ▶ Village Commercial (VC)
 - ▶ Euhaw/Okeetee Cultural Heritage Overlay District (ECHOD)
- ▶ Article 6: Update of Uses and Development Regulations
 - ▶ Primarily addresses new zoning districts – RP-10 and VC
 - ▶ Minor updates in R and RC
 - ▶ Article 11 – Conditional Use standards added
- ▶ Article 7: Primary Districts
 - ▶ Development standards
 - ▶ Riparian buffers
 - ▶ Village Commercial Standards
- ▶ Article 8: Special Purpose Districts – Added ECHOD

RP-10 Rural Preservation District

The intent of this classification is to preserve, sustain, and protect from suburban encroachment rural areas and resources, particularly forest and agricultural, and maintain a balanced rural-urban environment.

The retention of open lands, woodlands, plantations, and farmlands, which make up a large part of this area, are essential to clean air, water, wildlife, natural cycles, and a balanced environment, among other things. This district is intended to promote a rural environment of larger acreage lots.

- 10-acre minimum lot size
- Open space subdivision alternative under development

VC Village Commercial District

The intent of this classification is to allow for small-scale retail and other commercial uses, typically located at or near roadway intersections, intended to primarily meet the needs of residents in the nearby communities. The design of village commercial uses should reflect vernacular building designs associated with the South Carolina Lowcountry.

- Building size limited to 2,500 square feet
- Design standards

ECHOD Euhaw/Okeetee Heritage Overlay District

The intent of the Euhaw/Okeetee Cultural Heritage District is to maintain the rural character of the area, protect important historic, cultural, and natural resources, and minimize the impacts of development on surrounding water resources, particularly the Broad River. Development in this area should respect the existing conditions and minimize the visual impact of buildings on the area through careful site planning, including maintaining and enhancing existing vegetation.

- Limits commercial development to intersections/crossroads
- Ties Residential (R) zoning to Transition Zones
- Increased riparian buffer and septic tank standards
- Increased stormwater management standards

AGENDA

ITEM #24