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To Participate in Public Comment, please email to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) and or mail to Attn: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. To be called for public Comment, please email at the mentioned email address. **\*Public Comments must be submitted by Monday, June 27, 2022, at 1:00PM.\***

To participate in a **Public Hearing**, you may either email to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) or request via email or phone by **1:00PM on Monday, June 27, 2022**, to speak via telephone at the Virtual Council Meeting.

Instructions may also be found at the Jasper County website [www.jaspercountysc.gov](http://www.jaspercountysc.gov)

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



JASPER COUNTY COUNCIL  
**Workshop and  
COUNCIL MEETING**

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

June 27, 2022  
AGENDA

**5:00 PM**

Call to Order by Chairperson

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

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

I. 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 - **Election Matters; MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement; Jane Doe vs Jasper County and the Sheriff's Department; Marsh Cove Fire Station; Consideration of conflict waiver with Burr Forman -HCP Partners, LLC**

(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; Chelsea South; CSP Development; Bailey Park PDD; Frampton Tract Development Agreement; Stevenson Purchase Proposal**

**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 EXECUTIVE SESSION.**

**6:00 P.M.**

III. Return to Open Session

IV. **Pledge of Allegiance**

V. **Invocation**

VI. **Approval of Agenda**

VII. **Approval of the minutes of 05.02.2022:**

VIII. **Presentation:**

**A: Chairwoman Clark** – Presentation of a new van to the Coroner's Office.

**B: Chief Magistrate Catherine Badgett** – Overview of the Magistrate's Office.

IX. **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 6PM 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.

*Due to Seating Limitations at the Council Meeting, you may also submit your **Public Comments** via email to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) or via US Mail at Attention: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. If you would like to be contacted by phone during Open Floor public comments, please email your name, address and phone number to the email address listed above by 1PM on the date of the meeting.*

X. **Resolutions:**

**A: Russell Wells** – Resolution # R-2022-15 approving an IGA with the Town of Ridgeland regarding Fire Protection and Emergency Services.

**B: Russell Wells** – Resolution # R-2022-16 to confirm such and appoint David Murphy as the Code Enforcement Officer and Litter Control Officer for Jasper for the proper security, general welfare, and convenience of Jasper County.

XI. **Ordinances:**

**A: David Tedder** – **3<sup>rd</sup> reading** of Ordinance #O-2022-16 to adopt Planned Development District (PDD) Zoning for a tract of land consisting of approximately 38.84 acres, bearing Jasper County Tax Map Number 041-00-03-030, located along Highway 278, approximately 2 miles east of I-95, Exit 8, and known as CSP Development PDD.

**B: David Tedder** – **Public hearing and 3<sup>rd</sup> reading** of Ordinance #O-2022-14 approving a Development Agreement for (CSP) Conduit Street Partners Development pursuant to the South Carolina Local Government Development Agreement Act and authorizing the Chairman of Jasper County Council to execute said Development Agreement.

**C: David Tedder** – **Public Hearing Only** of an Ordinance approving a Development Agreement for Chelsea Plantation LLC pursuant to the South Carolina Local Government Development Agreement Act and authorizing the Chairman of Jasper County Council to execute said Development Agreement.

**D: David Tedder** – Consideration of a **1<sup>st</sup> reading** of an Ordinance approving a Development Agreement for HCP Partners, LLC (Mcgraw Properties, LLC and Terry R. Lee, Owners) pursuant to the South Carolina Local Government Development Agreement Act, and authorizing the Chairman of Jasper County Council to execute said Development Agreement

**E: David Tedder** – Consideration of a **1<sup>st</sup> reading** of an Ordinance by Authorizing and Approving the Development of a Jointly Owned and Operated Multi-County Industrial/Business Park in Conjunction with Hampton County (The “Park”), such Industrial/Business Park to be geographically located in Jasper County (The “County”) and established pursuant to Section 4-1-170 of the Code of laws of South Carolina 1976, as Amended (The “Act”); providing for a Written Park Agreement with Hampton County to provide for the expenses and the Distribution of Fees In Lieu Of Ad Valorem Taxes for the Park; Providing for the establishment and/or expansion of certain facilities By HCP Partners, LLC, Acting for itself, one or more affiliates, and/or other Project Sponsors (Collectively, The “Company”) in the County (The “Project”) to be included in the Park; Providing for the Benefits of a Multi-County Industrial or Business Park to be made available to The Company and The Project; And Other Matters Relating Thereto.

**F: David Tedder** – Consideration of a **1<sup>st</sup> reading** of an Ordinance to amend the Frampton Tract Development Agreement by granting a Second Five Year Renewal, modifying the Developer Fee Section, to make certain text amendments, and matters related thereto.

**G: David Tedder** – **2<sup>nd</sup> reading** of Ordinance [#O-2022-18](#) to amend Chapter 27 of the County Code of Ordinances (Fees) to Authorize and Set Fees and Costs for the Coroner’s Office and Matters Related Thereto.

**H: David Tedder** – Consideration of a **1<sup>st</sup> reading** of Ordinance to Amend Chapter 26 of the County Code of Ordinances (Taxation) to provide for the Reduction in Value of a Boat and its Motor by Forty-Two and 75/100 Percent of its Fair Market Value for the purpose of Personal Property Taxation (Providing that this Ordinance does not apply to Boats or Watercraft which are used as a Primary or Secondary Residence receiving a 4% Or 6% Tax Rate), and Matters Related Thereto.

**I: Kimberly Burgess** – **3<sup>rd</sup> reading** of Ordinance [#O-2022-17](#) To provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1<sup>st</sup>, 2022 and ending June 30<sup>th</sup> 2023 and to make appropriations for said purposes; to adopt and approve the Jasper County capital and operations budget for fiscal year 2022-2023, to adopt and approve the Jasper County School District capital and operations budget for fiscal year 2022-2023; to provide for the levy of taxation for fiscal year 2022-2023; to limit the disbursements by the county treasurer to those appropriated by law; to provide that expenditures not exceed appropriations; to authorize tax anticipation notes; to make authorization of certain transfers; to provide for additional appropriations and borrowing; to codify Jasper County rates and fees; to provide for lapsing funds and continuing appropriations for subsequent years; to require certain agencies and departments to file

**accountings; to require the treasurer to sign general fund checks; to provide special rules for travel and training disbursements; to provide for travel reimbursements; to provide compliance with act no. 317 of 1990; to provide certain benefits to council members; to provide for county commission and committee stipends; to provide for jury mileage; to adopt property values; and to provide for effective date of this ordinance.**

**XII. New Business:**

**A: Kimberly Burgess – Presentation of proposals of Construction Management at Risk Services.**

**B. Kimberly Burgess – Approval of quotes for Cypress Ridge Signs totaling \$61,303.72.**

**C: Chief Russell Wells – Change Order Number 7 to the Marsh Cove Fire Station.**

**XIII. Old Business: None**

**XIV. Council Members Comments**

**XV. Administrator’s Report**

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

**XVII. Adjourn**

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

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

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

# AGENDA ITEM:

## VII

*Approval of the Minutes*



JASPER COUNTY COUNCIL  
**Workshop and**  
**COUNCIL MEETING**

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

May 2, 2022  
Minutes

### Budget Workshop

**1. Bob Elliott – SCNRS Program**

Mr. Bob Elliott was present to discuss his budget request with Council. He also discussed information about his foundation, the Nursing shortage, the number of recent graduates from TCL and USCB from this current graduation.

**2. Tedd Moyd - Jasper United**

Mr. Tedd Moyd was present to discuss his budget request with Council. He discussed the work of Jasper United and what they do throughout the community and in the County. He also noted that they are grateful to the County for their support in previous years. Council thanked Mr. Moyd for all he does throughout the County and the way he maximizes the money for Jasper United.

**3. Deborah Walsh – Board of Disabilities**

Ms. Deborah Walsh was present to discuss their budget request with Council. She also discussed what the Board of Disabilities does for Jasper County. She noted that they serve people with developmental and physical disabilities in Ridgeland and throughout Jasper County. She also mentioned that there are 6 group homes in Ridgeland. She discussed how they are paid from the State and how difficult it has been to operate with the new payment methods from the State.

**4. Taylor Malphrus – Jasper / Ridgeland Youth Baseball**

Mr. Malphrus was not in attendance to address his request.

**5. Cindy Abernathy – Jasper Animal Rescue Mission**

Ms. Cindy Abernathy was present to discuss her budget request with Council. She noted that there had been quite a few challenges with COVID. She discussed what they do for the County and the services they provide to the County.

**6. Sheriff Hipp – Sheriff's Department**

Sheriff Hipp was present to go over his budget with Council. He provided statistics, discussed personnel needs and the cameras for the department.

**Officials Present:** Chairwoman Barbara B. Clark, Vice Chairman Dr. Curtis Brantley  
Councilman L. Martin Sauls, Councilman Pastor Alvin Adkins and Councilman John Kemp.

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

**Also Present:**

Chairwoman Clark called the meeting to order at 5:15PM. Chairwoman Clark asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Ms. Simmons, Clerk to

Council read the Clerk's Report of Compliance with the Freedom of Information Act as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The information below was read for the executive session.

**Motion to go into executive session:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**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:**

**(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – [Engineering Services](#)**

**(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 – [Opioid Litigation](#); [Election Matters](#); [Professional Services MB KAHN](#); [Exit 3](#); [Election Matters](#)**

**(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 – [Project Silverman](#); [Jasper Ocean Terminal \(JOT\)](#); [Prospect Update](#); [Chelsea South](#); [CSP Development](#); [Project Crab](#)**

**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 EXECUTIVE SESSION.**

**Return to Open Session**

**Motion to return to regular session:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

The Pledge of Allegiance was led by Councilman Kemp and Councilman Adkins gave the invocation.



**Approval of Agenda:**

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**Approval of the minutes 03.07.2022 and 03.14.2022:**

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**Presentation and Proclamations: None**

**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 6PM 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.**

The floor was opened to the public for public comments. Ms. Carolyn Kassel’s comments were read for the record (Attachment A).

**Resolutions:**

**A: Kimberly Burgess - Resolution #R-2022-07 electing the standard allowance for lost revenues under the American Rescue Plan.**

Kimberly Burgess was present to address this resolution with Council for electing the standard allowance for lost revenues under the American Rescue Plan.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**Ordinances:**

**A: Kimberly Burgess – Public hearing and 2<sup>nd</sup> Reading of a Bond Ordinance #O-2022-08 providing for the Issuance and Sale of a Jasper County, South Carolina, Hospitality and Accommodations Fee Revenue Bond (Airport Capital Improvement Projects), Series 2022 in the principal amount of not to exceed \$5,000,000; To prescribe the Purposes for which the Proceeds shall be expended; To provide for the Payment thereof; and Other Matters Relating Thereto.**

Kimberly Burgess was present to address this request with Council and to review this Ordinance. Chairwoman Clark opened the public hearing for comments, however there were no public comments so the public hearing was closed.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed

**B: Lisa Wagner – Public hearing and 2<sup>nd</sup> Reading of Ordinance #O-2022-09 to amend the Center Point Planned Development District to add two tracts of land consisting of approximately 57.75 acres, bearing Jasper County Tax Map Numbers 081-00-03-030 and 081-00-03-031, to make certain text amendments, concept plan revisions, and matters related Thereto.**

Ms. Wagner noted that the Applicant has submitted a request for a Planned Development District (PDD) zoning designation for the purpose of adding two properties to the Center Point PDD. Included with the Zoning Map Amendment application is an amendment to the Center Point PDD, DA, and Concept Plan. The subject properties are located to the rear of the Center Point PDD and are surrounded on three sides by the existing PDD. One of the parcels is zoned Residential and consist of 16 acres. The other parcel is zoned Rural Preservation and consists of 41.75 acres. Both properties are undeveloped and only have access through the PDD. The Center Point PDD was approved by Jasper County Council on August 14, 2008 and is located along N. Okatie Highway (Highway 170) between the intersection of Highway 462 and Snake Road. The only development that has taken place within the Center Point PDD is the John Paul II Catholic School and Caroline's Cottage. The subject parcels were not originally included in the PDD because they were intended for the school site; however, the school decided to build on the western portion of the Center Point PDD.

The Concept Map shows the two parcels as Phase IA and Phase IB. Each parcel will be designated as Mixed Use Residential and will include a density of 12 dwelling units per gross acre for multi-family, 8 dwelling units per gross acre for single-family attached, and 3 dwelling units per gross acre for single-family detached, so the density per acre will remain the same as the previously approved density for the Center Point PDD.

She noted that according to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as "Rural Conservation." Rural Conservation seeks to protect and promote the character of Jasper County that largely exists today outside of the municipalities. In these areas, new development should be thoughtfully placed within the existing landscape. Adjacent parcels are zoned Planned Development District on the east, south, and west, and Rural Preservation to the north. Adjacent land uses are vacant, with a 24-hour hospice facility nearby. The subject parcels will be served by a private road through the Center Point PDD. The private road will have direct access to Highway 170, which is a four-lane state-maintained highway classified as an arterial road. The PDD application is supported by the Comprehensive Plan; as such, Planning Commission recommends approval of the PDD designation, and the amendment of the Center Point PDD, DA and the Concept Plan. Ms. Wagner noted that notices had been sent out to all persons within 500 ft and that 2 signs had been posted and that she had received no comments for the public hearing. Chairwoman Clark opened the public hearing for comments, however there were no public comments, so the public hearing was closed.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed

**C: Lawrence Flynn – Public hearing and 2<sup>nd</sup> Reading of Ordinance #0-2022-10 to amend the Center Point Development Agreement pursuant to the South Carolina Local Government Development Agreement Act by making provisions to include additional tracts of land, extending the term and matters related thereto 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 as amended.**

Mr. Flynn was present to address this request and review the ordinance with Council. He noted that he had taken over the role of serving as Counsel to Jasper County due to a conflict of interest on this item. Chairwoman Clark opened the public hearing for this item, but as there were no public comments the public hearing was closed. He also requested that since the document had been revised that the amendments be included in the motion. It was also noted that the 3<sup>rd</sup> public hearing would be held on 05.16.22 and had been publicized.

**Motion to approve with the amendments included:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed

**D: David Tedder – Public Hearing and 3<sup>rd</sup> Reading of Ordinance # 0-2022-05 Authorizing the execution and delivery of a Fee In Lieu Of Tax and Incentive Agreement By and Between Jasper County, South Carolina (The “County”), SL Hardeeville Industrial Park, LLC, acting for Itself, One Or More Affiliates, and/or Other Project Sponsors (Collectively, The “Company”), whereby The County will enter into a Fee-In-Lieu Of Ad Valorem Tax Agreement with The Company and providing for payment by The Company of Certain Fee-In-Lieu of Ad Valorem Taxes; providing for such Special Source Revenue Credits in connection with such Agreement; providing for allocation of such Fees-In-Lieu of Taxes payable under The Agreement for the establishment of a Multi-County Industrial/Business Park; providing for the establishment and/or expansion of certain facilities in The County (The “Project”) in a Multi-County Industrial/Business Park; the Benefits of a Multi-County Industrial Or Business Park to be made available to The Company and The Project; and Other Matters Relating Thereto (Project Silverman).**

Mr. Tedder was present to address this item with Council and to review this ordinance. Chairwoman Clark opened the public hearing for this item, but as there were no public comments the public hearing was closed.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed

**E: Lisa Wagner –Public Hearing and 3<sup>rd</sup> Reading of Ordinance # 0-2022-03 to adopt Planned Development District Zoning for two tracts of land consisting of approximately 226.94 acres, bearing Jasper County Tax Map Numbers 041-00-02-010 and 041-00-02-012 and known as 95 Logistics Center (formerly Project Silverman).**

Ms. Wagner was present to address this item with Council and review this ordinance. She noted that the Applicant had submitted a request for a Planned Development District (PDD) zoning designation for a business park and distribution center, which will be known as 95 Logistics Center. Included with the Zoning Map Amendment application is a PDD document, Concept Plan, and associated Development Agreement. The project site consists of two parcels, totaling 226.94 acres and is located along Highway 17 and I-95 just south of Highway 278. The property is currently zoned Rural Preservation and is undeveloped. The PDD regulations are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree and are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment. In view of the substantial public advantage of "planned development," it is the intent of the PDD regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts. All PDD's shall conform to the Jasper County Comprehensive Land Use Plan and Land Use Map (latest edition).

The Future Land Use Map identifies this area as "Urban Transition," which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation. The Land Use Chapter of the Comprehensive Plan recommends guiding growth and new development in or around the municipalities where infrastructure and services are available to serve new growth. The Land Use Chapter also states, "attracting new business and industry is an important component of economic development in Jasper County."

One of the goals identified in the Economic Chapter of the Comprehensive Plan is to develop competitive industrial sites and buildings, particularly those focusing on communications, technology, distribution, energy and telecommunications. Efforts should include development of a megasite within the region to attract large industries. The subject property is accessed by Whyte Hardee Boulevard (Highway 17), which is a two-lane state-maintained highway, classified as a major thoroughfare. The 95 Logistics Center Concept Plan illustrates the proposed use, the general layout, and access points. A Master Plan will be submitted separately and will provide additional information regarding the proposed layout of the development.

The proposed PDD will establish the following:

- Access Points -two full access points on Whyte Hardee Boulevard (Highway 17). Page 14 of the PDD document has been revised to include a provision for the truck traffic to turn right heading north on Highway 17 when leaving the property (See #6 a.)
- Allowed Land Uses -distribution, light industrial, and utility substation.
- Density-a maximum density of 2.6 million s.f. of distribution warehouse.
- Open Space -a minimum of 15% open space based on total acreage with only 50% of freshwater wetlands, lagoons, ponds, and lakes counting towards open space.
- Setbacks and Buffers -building setbacks and natural buffer from Highway 17 and I-95 will be 50' and 25' from adjacent property lines to the north and south. Where light industrial uses and permitted uses may be allowed, a minimum 50' buffer will be provided from adjacent residential uses that are not separated by a road right-of-way or wetland of equal width.
- Tree Preservation Standards -15 trees per acre within the Master Plan areas.
- Landscaping Standards -that will meet or exceed the County's requirements.

The 95 Logistics PDD and Concept Plan meets all of the requirements for a PDD Application and Concept Plan as outlined in Article 8: 1. 7 of the Jasper County Zoning Ordinance. A public hearing was held on February 22, 2022, March 21, 2022, and May 2, 2022.

Changes since 2nd Reading of the Ordinance: There have been a few changes made to the POD document, which are outlined below:

- Page 13, paragraph 2, under Transportation Narrative and Summary -the Traffic Impact Analysis (TIA) statement has been revised to make reference to the modified TIA.
- Page 23, paragraph E.3.b, under Setbacks and Buffer -has been revised to modify the setback and buffer along Highway 17 to 100'.
- Page 25, paragraph 7.ii, under Business Park/Industrial Park has been revised to add in a clarifying statement, "See E.3.b".
- Page 25, paragraph 7, under Business Park/Industrial Park -was revised to add a new section, (Sec. iv.), which references the sound wall to be built on the southern side of the property adjacent to the residential properties.

Jasper County Planning Commission recommends approval of the PDD Zoning designation.

Chairwoman Clark opened the public hearing for this item, but as there were no public comments the public hearing was closed.

**Motion to approve:** Councilman Adkins

**Second:** Councilman Sauls

**Vote:** Unanimous

The motion passed

**F: David Tedder – Public Hearing and 3<sup>rd</sup> Reading of Ordinance # [O-2022-04](#) approving a Development Agreement for 95 Logistics Center (formerly Project Silverman) 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.**

Mr. Tedder was present to address this item to Council and review the ordinance. He noted at the 2<sup>nd</sup> reading the amendments had been passed around and have been incorporated. He reviewed some of the specifics of the ordinance and recommended that this motion include to adopt with the amendments enclosed in the packet. Chairwoman Clark opened the public hearing for this item, but as there were no public comments the public hearing was closed.

**Motion to approve with the amendments in the package:** Councilman Adkins

**Second:** Councilman Sauls

**Vote:** Unanimous

The motion passed

**G: Lisa Wagner – Consideration of 1<sup>st</sup> Reading of an Ordinance to adopt Planned Development District (PDD) Zoning for a tract of land consisting of approximately 291.7 acres, bearing Jasper County Tax Map Number 081-00-02-008, located along Snake Road, northwest of the intersection of Snake Road and Highway 170, and known as Chelsea South PDD.**

Ms. Wagner was present to address this item with Council and review this ordinance. She noted that the Applicant had submitted a request for a Planned Development District (PDD) zoning designation for a mixed-use development, which will be known as Chelsea South PDD. Included with the Zoning Map Amendment application is a PDD document and Concept Plan. The

project site consists of 291.7 acres and is located along Snake Road just west of the intersection of Highway 170 and Snake Road. The property is currently zoned Rural Preservation and is undeveloped. The PDD regulations are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree and are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment. In view of the substantial public advantage of "planned development," it is the intent of the PDD regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts. All PDD's shall conform to the Jasper County Comprehensive Land Use Plan and Land Use Map (latest edition).

The Future Land Use Map identifies this area as "Rural Conservation." Rural Conservation seeks to protect and promote the character of Jasper County that largely exists today outside of the municipalities. In these areas, new development should be thoughtfully placed within the existing landscape. The Land Use Chapter of the Comprehensive Plan recommends guiding growth and new development in or around the municipalities where infrastructure and services are available to serve new growth. While this project site is not near a municipality, it is located in an area where infrastructure and services are available to serve the site. The subject property is accessed by Snake Road, which is a two-lane state-maintained highway, classified as a collector road. The Chelsea South PDD Concept Plan illustrates the proposed uses, the general layout, and access points.

The proposed PDD will establish the following:

- Access Points - two full access points on Snake Road.
- Allowed Land Uses - single-family residential, multi-family residential, community commercial, and mixed-use commercial.
- Density - a maximum density of 438 units for single-family residential, 269 units for multi-family residential, 69,600 s.f. of community commercial, and 315,000 s.f. of mixed-use commercial.
- Open Space - a minimum of 30% open space based on total acreage with only 50% of wetlands, counting towards open space.
- Setbacks and Buffers - a 20' buffer will be provided for the perimeter of the property, additional buffers will be provided for wetlands, and non-compatible land uses. Setbacks for detached single-family units will be 15' from the rear property line, 6' from the side yard property line, 20' front yard setbacks for lots with front loaded garages, and 15' front yard setbacks for lots with side loaded garages. Townhomes or condominiums will have 6' side yard setbacks, 15' front yard setbacks with front loaded garages and 5' front yard setbacks without front loaded garages. Single-family residential may include zero lot lines products, subject to Master Plan review, which include townhouses, patio homes, and cottages.
- Landscaping Standards-will meet or exceed the County's requirements.

A full Traffic Impact Analysis (TIA) was conducted by Kimley Horn. SCDOT has approved the proposed mitigation as outlined in the TIA. The Chelsea South PDD meets all of the requirements for a PDD Application and Concept Plan as outlined in Article 8: 1.7 of the Jasper County Zoning Ordinance.

Public Notices were sent to all adjacent property owners, notifying them of the Applicant's request to have the property designated as PDD and providing them with an opportunity to comment. In addition, two (2) Zoning Application signs were placed along Snake Road.

The PDD application is supported by the Comprehensive Plan; as such, Planning Commission recommends approval of the PDD zoning designation, the PDD document, and the Concept Plan. Chairwoman Clark opened the public hearing for this item, but as there were no public comments the public hearing was closed.

**Motion to approve:** Vice Chairman Dr. Brantley

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed

**H: David Tedder – Consideration of 1<sup>st</sup> Reading of an Ordinance approving a Development Agreement for Chelsea Plantation LLC 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.**

Mr. Tedder was present to address this item to Council and review the ordinance. He noted that this is the first draft of the DA which includes fees and is based upon the template that is generally used. He noted that the applicant was here if Council had any other questions. He also noted that the public hearing was set for 05.16.2022

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed

**I: Lisa Wagner – Consideration of 1<sup>st</sup> Reading of an Ordinance to adopt Planned Development District (PDD) Zoning for a tract of land consisting of approximately 38.84 acres, bearing Jasper County Tax Map Number 041-00-03-030, located along Highway 278, approximately 2 miles east of I-95, Exit 8, and known as CSP Development PDD.**

Ms. Wagner was present to address this item with Council and review this ordinance. She noted that the Applicant had submitted a request for a Planned Development District (PDD) zoning designation, which will be known as CSP Development PDD. Included with the Zoning Map Amendment application is a PDD document and Concept Plan. The project site consists of 38.8 acres and is located along Independence Boulevard (Highway 278) between Brickyard Road and Hilton Head Lakes. The property is currently zoned Rural Preservation and is undeveloped. The PDD regulations are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree and are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment. In view of the substantial public advantage of "planned development," it is the intent of the PDD regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts. All PDD's shall conform to the Jasper County Comprehensive Land Use Plan and Land Use Map (latest edition).

According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as "Urban Transition," which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or

redevelopment, consideration should be given to working with the adjacent municipality for annexation. The Land Use Chapter of the Comprehensive Plan recommends guiding growth and new development in or around the municipalities where infrastructure and services are available to serve new growth. The subject property is accessed by Independence Boulevard, which is a four-lane state-maintained highway, classified as an arterial road. CSP Development's Concept Plan illustrates the general layout, the arrangement of land uses, and access points. A Master Plan will be submitted separately and will provide additional information regarding the layout of the development.

The proposed PDD will establish the following:

- Access Points - three full access points, two on Independence Boulevard and one on Brickyard Road.
- Allowed Land Uses - single-family residential and amenities, such as, a clubhouse, swimming pool, mail kiosks, playground, fields, trails, etc.
- Density - 275 Residential Units for rent and amenities to support the communities.
- Open Space - 10% open space
- Setbacks and Buffers - 50' buffers will be provided along the western boundary line and Independence Boulevard (Highway 278) and 20' buffer around the remaining perimeter. No internal setbacks are proposed; however, the International Fire Code will be met. This community is located on one lot that will not be subdivided. Some of the single-family products may consist of cottages, townhouses, patio homes and villas.
- Landscaping Standards- will meet or exceed the County's requirements.

The CSP PDD and Concept Plan meets all of the requirements for a PDD Application and Concept Plan as outlined in Article 8: 1.7 of the Jasper County Zoning Ordinance except for a full traffic study. However, a traffic narrative, including trip generations and trip distribution, has been included in Exhibit Q.

Notices have been sent to all adjacent property owners, notifying them of the Applicant's request to have the properties designated as PDD and providing them with an opportunity to comment. In addition, two (2) Zoning Application signs have been placed along Independence Boulevard. The PDD application is supported by the Comprehensive Plan; as such, Planning Commission recommends approval of the PDD zoning designation, the PDD document, and the Concept Plan with the following conditions. A Traffic Impact Analysis must be provided prior to or at time of Master Plan application submittal.

**Motion to approve:** Councilman Adkins

**Second:** Vice Chairman Dr. Brantley

**Vote:** Unanimous

The motion passed

**J: David Tedder – Consideration of 1<sup>st</sup> Reading of an Ordinance approving a Development Agreement for (CSP) Conduit Street Partners Development 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.**



Mr. Tedder was present to address this item to Council and review the ordinance. He noted that this was the first reading of this Development Agreement. He also mentioned that the public hearing was scheduled for 05.16.2022.

**Motion to approve:** Councilman Adkins

**Second:** Councilman Sauls

**Vote:** Unanimous

The motion passed

**K: Lisa Wagner – Consideration of 1<sup>st</sup> Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 11964 Speedway Boulevard, bearing Jasper County Tax Map Number 040-00-02-008 from the Community Commercial Zone and the Rural Preservation Zone to the General Commercial Zone on the Jasper County Official Zoning Map.**

Ms. Wagner was present to address this item with Council and review this ordinance. She noted that The subject property consists of 28.5 acres and is located at 11964 Speedway Boulevard. The Applicant has requested a Zoning Map Amendment to have the property designated as General Commercial (GC). The property is currently split zoned Community Commercial (CC) and Rural Preservation (RP). The applicant would like to develop a warehousing and transportation (distribution) establishment at this location. The property is vacant and undeveloped. According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as "Urban Transition," which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation.

The adjacent parcels are zoned Community Commercial, Rural Preservation, Residential, and is also located adjacent to the Hardeeville city limits. Adjacent land uses are commercial and vacant. An RV Park is being developed to the rear of the site through the City of Hardeeville. The subject property is accessed by Speedway Boulevard, which is a four-lane divided highway, classified as a major thoroughfare. Planning Commission recommends approval of the request to have the property designated as General Commercial. She noted that the public hearing would be held on 05.16.2022.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed

**L: Lisa Wagner – Consideration of 1<sup>st</sup> Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer two (2) properties located along Church Road, bearing Jasper County Tax Map Numbers 029-39-07-014 and 029-39-07-015 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map.**

Ms. Wagner was present to address this item with Council and review this ordinance. She noted that the subject properties consist of 0.06 and .11 acres and are both located along Church Road. The Applicant has requested a Zoning Map Amendment to have the properties designated as Community Commercial (CC). Both properties are currently zoned Residential and are undeveloped. The applicant would like to have the properties re-zoned to Community

Commercial to allow a restaurant for takeout only. According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as "Urban Transition," which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation. The adjacent parcels are zoned Residential. The city limits of Hardeeville are nearby, but not contiguous to the subject property. Adjacent land uses are Residential with some commercial nearby. The subject properties are accessed by an unnamed, county-maintained dirt road. Planning Commission recommends approval of the request to have the property designated as Community Commercial. She noted that the public hearing was set for 05.16.2022.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed

**New Business:**

**A: [Danny Lucas](#) - Ridgeland - Claude Dean Airport Aviation Fuels RFP.**

Mr. Lucas reviewed the three proposals that he had received from Titan Aviation Fuels, Campbell Oil Company and World Fuel Services. He said that staff had met twice and recommended allowing the County Administrator to enter into a 5 year contract with Titan Aviation Fuels.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** The vote was unanimous with the exception of Councilman Kemp who voted no. Councilman Kemp noted that he voted no because we need a masterplan.

The motion passed.

**B: [Andrew Fulghum](#) - IGA between Jasper County and the Town of Ridgeland - Town of Ridgeland Well Number 3 Improvements Project.**

Mr. Fulghum was present to discuss this request for the IGA between Jasper County and the Town of Ridgeland - Town of Ridgeland Well Number 3 Improvements Project and review the request with Council.

He noted that staff was requesting a motion for Jasper County to serve as joint applicant for the Water System Well No. 3 Improvements Project CDBG grant and authorize the County Administrator to execute an intergovernmental agreement (IGA), and any other documents necessary to effectuate the joint application.

**Motion to approve to serve as a Joint Applicant and authorize the County Administration to sign:** Vice Chairman Dr. Brantley

**Second:** Councilman Sauls

**Vote:** Unanimous

The motion passed

**C: Andrew Fulghum - Professional Services Proposal – Initial Capital Plan.**

Mr. Fulghum was present to discuss this request for the Professional Services Proposal – Initial Capital Plan. He noted that MB Kahn would assist staff with review of the current capital projects being worked. He noted that staff requested a motion to approve professional services proposal from M.B. Kahn Construction Co, Inc. for "Jasper County Capital Planning" services based on hourly rates contained in the proposal -not-to exceed \$20,000.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed

**D: Danny Lucas - Consideration of CDBG Grant Priorities Needs Assessment.**

Mr. Lucas was present to discuss and address this item with Council. He noted the four categories were:

- Public Facilities/ Community Enrichment Activities
- Water, Sewer, Drainage Infrastructure Improvements as determined by studies, CIP plans etc., focusing on Low-Moderate Income (LMI) areas
- Economic Development (projects as they are developed)
- Neighborhood Revitalization

Mr. Lucas said the staff request was for Council to approve this listing in the packet as presented to go to LCOG.

**Motion to approve:** Vice Chairman Dr. Brantley

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**Old Business: None**

**Council Members Comments:**

**Councilman Sauls:**

Councilman Sauls discussed the Chamber Banquet and wanted to recognize John Carroll as the award winner. He also noted that our very own Dale Terry had been awarded the Employee of the Year Award for 31 years of Service and congratulated them both. He also noted that Antioch Education Center and Ms. O'Bannon were recognized.

**Councilman Adkins:**

Councilman Adkins thanked God for another day and gave thanks. He noted he had gotten his 4<sup>th</sup> booster shot and said prayers go out to Nicole in HR and asked everyone to keep her in prayer.

## **Vice Chairman Dr. Brantley:**

Vice Chairman Dr. Brantley noted that since the last meeting he had attended the Board Meeting at TCL and went to Jasper on the Move. He noted that both had been very informative.

## **Councilman Kemp:**

Councilman Kemp noted that he had met with SOLOCO and that they were moving forward. He offered congratulations to all of the awardees at the Chamber Banquet. He noted he had attended the USCB Commencement, Jasper Delegation Meeting, Royal Oaks Parade, that he had rode with the Sheriff and went to the Youth Council Breakfast. He welcomed Mr. Wainwright as the New Director of Parks and Recreation.

## **Administrator's Report:**

Mr. Fulghum noted that Council had his report in the packet. He noted that the first two items on his report were a good history lesson on the Revolutionary War in Jasper County. The third item was regarding the Corridor Access Management Study -US 278 Improvements in Okatie. The fourth item he noted was regarding the Intersection of Route 60 (Cypress Branch Road) & SC 462 (Gillison Branch Road). He noted that there had been various correspondence which followed his report. SCDOT completed a safety review and then completed signage and visibility improvements. He said that they had responded to Ms. Fair and that some safety improvements had been made.

He noted the following regarding his Progress Report:

### **1. Various Development Projects:**

Participated in virtual meetings with outside counsel, County Attorney, and SCA staff on April 6, 13, and 27. Reviewed active projects. Prepared and sent comments on proposed Kahrr Tract annexation to the City of Hardeeville. Attended two meetings with developer proposing the CSP Development. Attended a meeting with a developer proposing several, non-residential projects in southern, unincorporated Jasper County.

### **2. Ridgeland-Claude Dean Airport:**

Fuel services proposals - participated in discussion with proposal review group re: follow-up questions asked of the proposers. Recommendation to come before the County Council on May 2. Discussion with Gen. Newton re: funding requests made. Participated in virtual meeting with Holt Consulting staff on April '21 to discuss project timelines and grant funding. Reviewed grant reporting with staff on April 11.

### **3. Federal and State Funding Opportunities:**

Several discussions with Heather Rath. Federal requests for project funding made. Brief discussions with Cong. Clyburn, Mitch Landrieu, Senior Advisor for President Biden, Michael Regan, Administrator of EPA, and Dr. Saundra Glover, SC Director of USDA-RD.

### **4. Facilities Capital Improvement Planning:**

Met with architect and County staff on April 13 to review status of each project. Organized and attended an additional meeting with County staff and representatives of MB KAHN on April 19. Facilities Capital Plan proposal to be brought before the County Council for consideration on May 2.

Chief Wells then gave the COVID report update. He also reported that they had negotiated the Mutual Aid Agreement with the City of Hardeeville and that the County Attorney is reviewing it for return to Hardeeville.

Chairwoman Clark asked for prayers for the School System. She noted that we now have 3 Ribbon Schools and asked for prayers for the students. She said the Charter School was awarded for another 10 years.

**Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II.** There was no need to return to executive session for this meeting.

**Adjourn:**

**Motion to adjourn:** Vice Chairman Dr. Brantley

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed and the meeting adjourned at 7:30pm.

**From:** Carolyn Kassel <carolynkassel@aol.com>  
**Sent:** Monday, May 2, 2022 4:40 PM  
**To:** Comments  
**Cc:** Andrew Fulghum  
**Subject:** COMMENTS TO BE READ INTO RECORD — Re: 05.02.2022 Agenda for the Jasper County Council Meeting  
**Attachments:** 05.02.2022 Agenda.pdf

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

Good morning Wanda, City Council and City Administrator:

I would like to request that the following statement be read into the public record tonight at your meeting. I am on a cruise, but I thought it was important enough to submit these comments in support of the project.

Madam Chair, County Council, County Administrator and County Attorney:

My name is Carolyn Kassel, I live at 57 Firethorn Place, Hardeeville, SC. I also live in Jasper County. The 95 Logistics Center will augment the correct balance of work force and economic development to the region. There are, and continue to be, large distribution centers contemplated along the Rt. 17, Speedway Boulevard, a state truck route corridor.

The entire county will benefit from this project. As I have said in the past, the future of our youth and the ability of the county to bring the opportunity to earn a living, provide for their families and live where they work, will be forthcoming in the future.

Not every student in the Jasper County school system or our charter schools are college bound and these warehousing/distribution jobs will provide them opportunities for advancement and excellent benefit packages.

You have been placed in your positions to ensure and protect the future of Jasper County in safety, roads, jobs, education and protecting the environment in perpetuity, forever. You will continue to support the vision of the county to continue to prosper and mold its future for our future residents without destroying our way of life, but enhancing it.

As has been said before, I have concerns about the traffic on Whyte Hardee Boulevard and the storm water, but I trust in the county staff to ensure that Hardeeville is protected from any negative impact this project may have on Hardeeville.

Thank you for your time and attention. Carolyn Kassel, Resident of Hardeeville and Jasper County.

Sent from my iPad

On Apr 28, 2022, at 4:36 PM, Wanda Simmons <wsimmons@jaspercountysc.gov> wrote:

Good afternoon,

Please see the attached Monday, May 2, 2022 Agenda Jasper County Council Meeting.

To watch live via YouTube: [https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCIIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCIIA)

# AGENDA ITEM:

## VIII

*Presentation Item A*

# AGENDA ITEM:

## VIII

Presentation Item B



# AGENDA ITEM:

X

Resolution: Item A

**Resolution # R-2022-15**

A resolution of Jasper County Council approving a Fire Protection Agreement/Contract between Jasper County, South Carolina and the Town of Ridgeland granting authority of the County Administrator to execute the agreement and other documents related thereto for the extension and implementation of an agreement in the delivery of fire protection, A copy of which is attached hereto and Incorporated Herein as Exhibit 'A'

**Whereas**, a regular meeting of the Jasper County Council was held in Jasper County Council Chambers on June 27, 2022 at 6:00 pm with a majority of County Council members being present and constituting a quorum to consider this resolution; and

**Whereas**, Jasper County, South Carolina desires to enter into a fire protection services agreement with the Town of Ridgeland and in connection therewith has submitted an agreement to the Town of Ridgeland for its consideration, a copy of which is attached hereto and incorporated herein as Exhibit 'A'; and

**Whereas**, Jasper County is authorized under South Carolina Code of Laws to enter into agreements with other governmental entities for the provision of governmental services; and

**Whereas**, all funds expended by Jasper County to fulfill its obligations under the Agreement set forth in Exhibit 'A' shall be paid to the Town of Ridgeland, South Carolina in two (2) annual payments of \$205,000.00; and

**Whereas**, the Agreement marked Exhibit 'A' attached hereto and made a part hereof, between Jasper County South Carolina and the Town of Ridgeland for Fire Protection Service(s), be approved and accepted and is hereby approved and accepted in all respects.

**Now Therefore, be it resolved** by the duly assembled Jasper County Council, hereby authorizes the contract to be fully executed by the Jasper County Administrator, attached hereto and incorporated by reference herein as **Exhibit 'A'**. **ADOPTED THIS THE 27<sup>th</sup> DAY OF June 2022.**

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**Barbara B. Clark**  
**Chairwoman Jasper County Council**

**ATTEST:**

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**Wanda Simmons**  
**Clerk to Council**

**Reviewed for form and draftsmanship by the Jasper County Attorney.**

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**David L. Tedder**

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**Date**

**RESOLUTION #05-2022**

**A RESOLUTION OF THE RIDGELAND TOWN COUNCIL APPROVING A FIRE PROTECTION AGREEMENT/CONTRACT BETWEEN JASPER COUNTY, SOUTH CAROLINA AND THE TOWN OF RIDGELAND GRANTING AUTHORITY OF THE TOWN ADMINISTRATOR TO EXECUTE THE AGREEMENT AND OTHER DOCUMENTS RELATED THERETO FOR THE EXTENSION AND IMPLEMENTATION OF AN AGREEMENT IN THE DELIVERY OF FIRE PROTECTION, A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"**

**WHEREAS**, a regular meeting of the Ridgeland Town Council was held at the Ridgeland Town Hall Council Chambers on June 2, 2022 at 6:00 pm with a majority of the Town Council members being present and constituting a quorum to consider this resolution; and

**WHEREAS**, the Town of Ridgeland desires to enter into a fire protection services agreement with Jasper County and in connection therewith has submitted an agreement to Jasper County for its consideration, a copy of which is attached hereto and incorporated herein as Exhibit 'A'; and

**WHEREAS**, the Ridgeland Town Council is authorized under the South Carolina Code of Laws to enter into agreements with other governmental entities for the provision of government services; and


**WHEREAS**, all funds expended by Jasper County to fulfill its obligations under the Agreement set forth in Exhibit 'A' shall be paid to the Town of Ridgeland, South Carolina in two (2) annual payments of \$205,000; and

**WHEREAS**, the Agreement marked Exhibit 'A' attached hereto and made a part hereof, between Jasper County, South Carolina and the Town of Ridgeland, South Carolina for Fire Protection Services, be approved and accepted and is hereby approved and accepted in all respects.

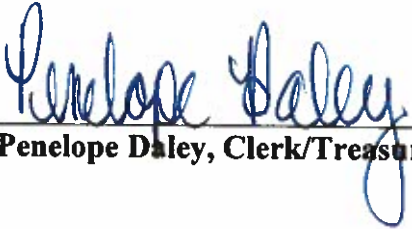
**NOW THEREFORE BE IT RESOLVED** by the Town Council of Ridgeland, South Carolina, that

1. The Ridgeland Town Council hereby authorizes and approves the contract to be executed by the Ridgeland Town Administrator, attached hereto and incorporated by reference herein as Exhibit 'A'.
2. The Ridgeland Town Administrator is delegated with the authority to negotiate and make further changes or amendments to the contract as approved for legal sufficiency by the Town of Ridgeland Attorney provided the amount and duration of the consideration approved by the resolution is not altered or amended without Ridgeland Town Council Approval.

**ADOPTED THIS 2<sup>nd</sup> DAY OF June, 2022**

  
\_\_\_\_\_  
**Joseph N. Malphrus Jr., Mayor  
Town of Ridgeland**

**ATTEST:**

  
\_\_\_\_\_  
**Penelope Daley, Clerk/Treasurer**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE COUNTY OF JASPER AND THE TOWN OF RIDGELAND  
REGARDING FIRE PROTECTION AND EMERGENCY SERVICES**

THIS AGREEMENT made and entered into this \_\_\_\_ day of June 2022, by and between the County of Jasper, South Carolina and the Town of Ridgeland, South Carolina.

WHEREAS, Jasper County desires to provide for its citizens in the areas surrounding Ridgeland the increased fire protection and emergency services that are available through a fire and emergency services contract with the Town of Ridgeland, and provide further for mutual aid between the Town of Ridgeland and Ridgeland Rural Fire District; and

WHEREAS, both Jasper County and the Town of Ridgeland agree that it is in the best interests of their citizens to secure, by agreement, both a Fire and Emergency Services Agreement and Mutual Aid Agreement to provide supplemental fire and emergency services to each other; and

WHEREAS, both Jasper County and the Town of Ridgeland have consulted with each other in order to assess the long-term needs of the representative jurisdictions and the manpower and financial resources needed to provide the appropriate level of service; and

WHEREAS, Section 5-7-60 of the Code of Laws of South Carolina authorizes the municipality to perform many of its functions and provide many of its services in areas outside the corporate limits by contract and to make charges thereof; and

WHEREAS, Section 4-21-10 of the Code of laws of South Carolina provides authority for a governing body of a county to provide fire protection and ambulance services by contract with municipalities and for the charging of a service fee for services; and

WHEREAS, Section 6-1-330 of the Code of Laws of South Carolina provides authority for a local governing body to adopt service or user fees; and

THEREFORE, BE IT AGREED, in consideration of the foregoing premises and the considerations set forth below, that the Town of Ridgeland, South Carolina shall provide fire protection and emergency services to a portion of the Ridgeland Rural Fire District, as hereinafter described in Exhibit "A", and that Jasper County and the Town of Ridgeland will provide mutual aid to each other on the following terms and conditions.

Section 1: The Town of Ridgeland agrees to provide all fire protection services in the Ridgeland Rural District, commensurate with the level of service being provided on the date of execution of this Agreement upon the following terms and conditions recognizing that Jasper County Fire Rescue has been charged with provision of fire protection for the Jasper County Claude Dean Airport (hereinafter, Airport). This provision is in accordance with compliance assurances included with a grant received from the Federal Aviation Administration for Airport improvements.

Section 2. The Town of Ridgeland agrees that its Fire Department will provide Automatic Aid to the Jasper County Ridgeland Rural Fire District, the Airport and Jasper County agrees that it will provide Mutual Aid to the Town upon the following terms and conditions.

Section 3. The term of this agreement shall end on June 30, 2024, at 23:59:59 hours.

Section 4. The Agreement shall take effect after its adoption by both Councils.

Section 5. The following terms and conditions are accepted by both Councils.

### **FIRE PROTECTION**

- a. When a call for fire services is received by the Jasper County dispatcher for a property or incident located within the Ridgeland Rural Fire District as depicted and/or described on the attached map and/or description (Exhibit A), the dispatcher will send a call tone out for the Town of Ridgeland Fire Department.
- b. The Town of Ridgeland shall respond to the call for fire services by either utilizing the Jasper County Tanker or by using its own engines and equipment or both. It is further agreed that all existing equipment and supplies allocated to the Town of Ridgeland station within the Town of Ridgeland may also be used for the provision of fire service protection services within the Town corporate limits.
- c. In order to provide proper inspection and maintenance on the Jasper County Tanker, the Town of Ridgeland agrees to provide ordinary maintenance and repairs (fuel, oil, tillers, etc.) for the tanker and Jasper County and the Town of Ridgeland will equally divide responsibility for any major repairs, (engine, pump, etc.).
- d. Jasper County will lease the Tanker to the Town of Ridgeland for the sum of One (\$1.00) Dollar per year, and such lease shall be disclosed to the appropriate insurance carriers.
- e. The Town of Ridgeland will garage keep the Tanker.
- f. The 1% collected pursuant to the South Carolina Fireman's Insurance and Inspection Fund within the Ridgeland Rural Fire District shall be allocated to the Town of Ridgeland in accordance with Mathias v. Hair, et al., 2004 WL 726821, Opinion No 3547 (S.C. Ct. App.).
- g. All Fire Marshal duties in the Ridgeland Rural Fire District will be the responsibility of the Town of Ridgeland Fire Department. In an effort to keep Jasper County Fire Rescue in the knowing of any new construction in the Ridgeland Rural Fire District, any time there are new building(s) constructed in the contracted district a list of these buildings and copies of pre-fire plans will be forwarded to Jasper County Fire Rescue.

### **MUTUAL AID**

- a. When a call for Fire Services is received by the Jasper County dispatcher for a property or incident located within the Town of Ridgeland or the Ridgeland Rural Fire District as depicted on the attached map and/or description (Exhibit A), the dispatcher will initially send a call tone for the Town of Ridgeland Fire Department and any appropriate Jasper County Fire Rescue resources. Initial responsibility shall be the obligation of the Town of Ridgeland Fire Department.
- b. In the event the Town of Ridgeland Fire Department has not been able to acknowledge it is responding to the call within two minutes, the dispatcher will send out a second tone out for the Town of Ridgeland Fire Department.
- c. In the event the Town of Ridgeland Fire Department is engaged in responding to a call within the Town of Ridgeland or the Ridgeland Rural Fire District, or there is

imminent threat to life or property requiring resources beyond those available to the Town of Ridgeland through its own resources, The Town of Ridgeland Fire Chief or other appropriate official in charge of providing fire protection for the Town may contact the Jasper County Dispatcher and request mutual aid from specified departments per mutual aid agreements that have already been established or the Jasper County Fire & Rescue.

d. When a call for fire service is received by the Jasper County dispatcher for a property or incident located within a portion of the Ridgeland Rural Fire District not covered by this agreement, the dispatcher will initially send a call tone for the Jasper County Fire & Rescue. Initial response responsibility shall be the obligation of the Jasper County Fire & Rescue.

e. In the event Jasper County Fire & Rescue has not been able to acknowledge it is responding to the call within two minutes, or if there is an imminent threat to life or property requiring additional response, The Jasper County Fire Chief or their designee may contact the Jasper County Dispatcher and request mutual aid from the Town of Ridgeland Fire Department.

#### **EMERGENCY MEDICAL SERVICES**

a. When a call for emergency medical services is received by the Jasper County dispatcher for an incident located in the Ridgeland Rural Fire District as shown on the attached Exhibit A, the dispatcher will initially send a call tone out for the Jasper County Fire and Rescue Department, unless the Emergency Services assigned for the Department are unavailable due to a previous response call, or there is a life-threatening incident requiring immediate response by the Town personnel, in which case the initial call tone out may be made to the Town of Ridgeland Fire and Rescue Department. Except as noted above, the initial response responsibility shall be the obligation of Jasper County Fire and Rescue.

b. In the event Jasper County cannot provide sufficient personnel and vehicles to the incident scene with its resources, the Town of Ridgeland shall provide back-up response equipment and personnel upon request.

c. When a call for emergency medical services is received by the Jasper County dispatcher for an incident located in the Town of Ridgeland, the dispatcher will initially send a call tone out for both the Town of Ridgeland Fire and Rescue Department and to the Jasper County Fire and Rescue Department.

d. In the event the Town of Ridgeland cannot provide sufficient personnel and vehicles to the incident scene with its resources, Jasper County shall provide back-up response equipment and personnel upon request.

e. The Town of Ridgeland will adopt for its Fire and Rescue Department the infectious disease and biological control policies adopted by Jasper County.

#### **COMPENSATION AND INSURANCE**

a. The Town of Ridgeland shall provide its customary pay to its volunteers, as well as remaining responsible for all insurance coverage, tort, vehicle, General liability. Worker's Compensation and any

other required coverage for its personnel and equipment.

b. The Town of Ridgeland shall be responsible for compensating the Town of Ridgeland personnel, as well as responsibility for all insurance coverage, medical malpractice, tort, vehicle, general liability, Worker's Compensation, and any other required coverage for its personnel and equipment, as well as vehicle and general liability insurance coverage for the Jasper County Tanker.

c. In order to compensate the Town of Ridgeland for providing the services outlined above within the Ridgeland Rural Fire District, Jasper County shall pay the sum of Two Hundred Five Thousand and no/100<sup>th</sup> Dollars (\$205,000.00) annualized and prorated, payable as follows:

- I. 50% of the total budget shall be advanced upon the full execution of this agreement.
- II. 25% of the total budget shall be advanced on October 1 of each year
- III. 25% of the total budget shall be advanced on February of each year.

d. The Town of Ridgeland acknowledges these are public funds, and therefore shall maintain books and records of all amounts expended under this Agreement in such a manner as may be directed by the Town's auditors. Audits conducted by the Town's auditor on this account or accounts shall be provided to Jasper County.

#### **RENEWAL NEGOTIATIONS**

This Agreement shall terminate on June 30, 2024, which is the end of the fiscal year for both governments. It is anticipated that Jasper County shall resume provision of primary coverage for the Ridgeland Rural Fire District commencing July 1, 2024.

#### **MISCELLANEOUS**

If a court shall finally determine that any aspect of this Agreement is void or unenforceable, it is the intention of the parties that it shall not thereby terminate but shall be deemed amended to the extent required to make it valid and enforceable, and such provision or provisions shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Town of Ridgeland and Jasper County, acting under the authority of their respective governing bodies, having caused this Agreement to be duly executed in duplicate, either of which is to be considered an original, thereby binding the Town and the County for the faithful and full performance of the terms and conditions of this Agreement, as of the date first written above.

**TOWN OF RIDGELAND**

  
By: Dennis Averkin  
Administrator, Town of Ridgeland

**JASPER COUNTY**

\_\_\_\_\_  
By: Andrew Fulghum  
Administrator, Jasper County



# AGENDA ITEM:

## X

Resolution: Item B

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION NUMBER R-2022 -16**

**RESOLUTION OF JASPER COUNTY COUNCIL**

**A RESOLUTION CONFIRMING APPOINTMENT/APPOINTING CODE ENFORCEMENT OFFICERS AND LITTER CONTROL OFFICERS FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF JASPER COUNTY.**

**WHEREAS**, the Jasper County Council, in the exercise of its general police power, is empowered to protect the health and safety of the residents of Jasper County; and

**WHEREAS**, the Jasper County Council is further authorized by Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended, to appoint and commission as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County, including litter control officers; and

**WHEREAS**, the Code Enforcement Officers, to include Litter Control Officers, shall provide for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables, in addition to such duties as may be imposed upon them by the governing body of this County, including the enforcement of the County's regulations, and the use of an ordinance summons, and with all the powers and duties conferred under County ordinances and pursuant to the provisions of Section 4-9-145 of the Code of Laws of South Carolina 1976, as amended. Provided, however, the Code Enforcement Officer shall not perform any custodial arrests in the exercise of their duties as Litter Control Officers.

**WHEREAS**, the Litter Control Officer may exercise the power of arrest with respect to the primary duties of enforcement of litter control laws and ordinances and other state and local laws and ordinances as may arise incidental to the enforcement of his primary duties only if the officer has been certified as a law enforcement officer pursuant to Article 9, Chapter 6, Title 23.

**WHEREAS**, Jasper County has in years past, appointed Code Enforcement Officers and Litter Control Officers, but desires to confirm such and appoint David Murphy as the Code Enforcement Officer and Litter Control Officer for Jasper County;

**NOW, THEREFORE, BE IT RESOLVED THAT** David Murphy is hereby appointed and commissioned as a Code Enforcement Officer and the Litter Control Officer of Jasper County. These appointments shall remain in effect until such time as the individual appointed is reassigned or no longer employed by Jasper County to enforce the County's code of laws and regulations.

**ADOPTED THIS THE 27<sup>th</sup> DAY OF June 2022, and effective immediately.**

\_\_\_\_\_  
**Barbara Clark, Chairman**

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons  
Clerk to Council**

**Reviewed for form and draftsmanship by the Jasper County Attorney.**

\_\_\_\_\_  
**David L. Tedder**

\_\_\_\_\_  
**Date**

# AGENDA ITEM:

## XI-A

Ordinance item A

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #O-2022-16**

**AN ORDINANCE OF  
JASPER COUNTY COUNCIL**

**To adopt Planned Development District (PDD) Zoning for a tract of land consisting of approximately 38.84 acres, bearing Jasper County Tax Map Number 041-00-03-030, located along Highway 278, approximately 2 miles east of I-95, Exit 8, and known as CSP Development PDD.**

**WHEREAS**, The Planned Development District Zoning was adopted by Jasper County to permit and encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare; and

**WHEREAS**, Jasper County has received a request from the owner of a tract of land consisting of approximately 38.84 acres, bearing Jasper County Tax Map Number 041-00-03-030, located along Highway 278, approximately 2 miles east of I-95, Exit 8 and known as CSP Development PDD, to zone such in accordance with submitted Planned Development District Standards prepared for Conduit Street Partners, LLC and accompanying Planned Development District Concept Map (Exhibit B); and

**WHEREAS**, the above mentioned property was duly posed, with public hearings properly noticed and held by the Jasper County Planning Commission on March 8, 2022, which recommended approval and adoption, and by the Jasper County Council on May 16, 2022 and June 6, 2022; and

**WHEREAS**, Jasper County council finds the Planned Development District Standards and the Concept Map (Exhibit B) to be in accordance with the statutory requirements of the state, and consistent with the Jasper County Comprehensive Plan, *Jasper's Journey*, as well as the Jasper County Zoning and Land Development Ordinances; and

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

1. Jasper County Council finds in accordance with the staff report, and

the recommendation of Jasper County Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown to approve the applicant's request for Planned Development District Zoning for the Property, and of the Planned Development District Standards and Conceptual Master Plan (Exhibit B), and to amend the Jasper County Official Zoning Map to reflect Planned Development District zoning for the tract of land consisting of approximately 38.84 acres, bearing Jasper County Tax Map Number 041-00-03-030 and known as the CSP Development PDD.

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

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**Ms. Barbara B. Clark**  
**Chairwoman**

**ATTEST:**

---

**Wanda Simmons**  
**Clerk to Council**

**ORDINANCE: # O-2022-16**

**First Reading: May 2, 2022**

**Public Hearing: May 16, 2022**

**Second Reading: June 6, 2022**

**Second Public Hearing: June 6, 2022**

**Third Reading: June 27, 2022**

**Adopted: June 27, 2022**

---

Considered by the Jasper County Planning Commission at it's meeting on  
March 8, 2022 and recommended for approval.

---

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**



# Jasper County Planning and Building Services

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

Lisa Wagner, CFM  
Director of Planning and Building Services  
[lwagner@jaspercountysc.gov](mailto:lwagner@jaspercountysc.gov)

## Jasper County Council Staff Report

<b>Meeting Date:</b>	June 27, 2022
<b>Project:</b>	Zoning Map Amendment and Concept Plan – Planned Development District – CSP Development
<b>Applicant:</b>	Peter Zadoretzky, Co-Manager, Conduit Street Partners
<b>Tax Map Number:</b>	041-00-03-030
<b>Submitted For:</b>	3 <sup>rd</sup> Reading
<b>Recommendation:</b>	Planning Commission reviewed this application at their March 8, 2022 Meeting and recommended approval of Planned Development District zoning designation and Concept Plan

**Description:** The Applicant has submitted a request for a Planned Development District (PDD) zoning designation, which will be known as CSP Development PDD. Included with the Zoning Map Amendment application is a PDD document and Concept Plan. The project site consists of 38.8 acres and is located along Independence Boulevard (Highway 278) between Brickyard Road and Hilton Head Lakes. The property is currently zoned Rural Preservation and is undeveloped.

**Analysis:** The PDD regulations are intended to accomplish the purpose of zoning and other applicable regulations to an equivalent or higher degree and are designed to control unscheduled development on individual lots or tracts, promote economical and efficient land use, provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment. In view of the substantial public advantage of “planned development,” it is the intent of the PDD regulations to promote and encourage or require development in this form where appropriate in character, timing, and location, particularly in large undeveloped tracts. All PDD’s shall conform to the Jasper County Comprehensive Land Use Plan and Land Use Map (latest edition).

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Urban Transition,” which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation.



The Land Use Chapter of the Comprehensive Plan recommends guiding growth and new development in or around the municipalities where infrastructure and services are available to serve new growth.

- **Adjacent Zoning and Land Uses:** Figure 1 below shows the project location and Table 1 shows the adjacent land uses and zoning designation:

**Table 1. Adjacent Land Uses and Zoning Designations**

Adjacent Property	Existing Uses	Zoning	City or County
North	Vacant	PDD	City of Hardeeville
South	Vacant and Margaritaville	PDD	City of Hardeeville
West	Residential	Residential	Jasper County
East	Prime Storage	General Commercial	City of Hardeeville
East	Vacant and Hilton Head Lakes	PDD	City of Hardeeville

**Figure 1.**



- **Traffic and Access:** The subject property is accessed by Independence Boulevard, which is a four-lane state maintained highway, classified as an arterial road.

CSP Development’s Concept Plan illustrates the general layout, the arrangement of land uses, and access points. A Master Plan will be submitted separately and will provide additional information regarding the layout of the development.

The proposed PDD will establish the following:

- **Access Points** – three full access points, two on Independence Boulevard and one on Brickyard Road.
- **Allowed Land Uses** – single-family residential and amenities, such as, a clubhouse, swimming pool, mail kiosks, playground, fields, trails, etc.
- **Density** – 275 Residential Units for rent and amenities to support the communities.

- **Open Space** – 10% open space
- **Setbacks and Buffers** – 50’ buffers will be provided along the western boundary line and Independence Boulevard (Highway 278) and 20’ buffer around the remaining perimeter. No internal setbacks are proposed; however, the International Fire Code will be met. This community is located on one lot that will not be subdivided. Some of the single-family products may consist of cottages, townhouses, patio homes and villas.
- **Landscaping Standards** – will meet or exceed the County’s requirements.

The CSP PDD and Concept Plan meets all of the requirements for a PDD *Application and Concept Plan* as outlined in Article 8:1.7 of the Jasper County Zoning Ordinance except for a full traffic study. However, a traffic narrative, including trip generations and trip distribution, has been included in Exhibit Q.

**Public Notice:** Notices have been sent to all adjacent property owners, notifying them of the Applicant’s request to have the properties designated as PDD and providing them with an opportunity to comment. In addition, two (2) Zoning Application signs have been placed along Independence Boulevard.

**Planning Commission Recommendation:** The PDD application is supported by the Comprehensive Plan; as such, Planning Commission recommends approval of the PDD zoning designation, the PDD document, and the Concept Plan with the following conditions.

- A Traffic Impact Analysis must be provided prior to or at time of Master Plan application submittal.

**Attachments:**

1. Ordinance adopting the PDD zoning designation
2. Application by the applicant
3. PDD Document and Concept Plan
4. Concept Plan with Buffer along Highway 278
5. Concept Plan Exhibit with Open Space and Stormwater
6. Phase II Archeological Report



## Jasper County Planning and Building Services

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

### Zoning Map Amendment Application

<b>Owner or Owner-Authorized Applicant:</b>	Peter Zadoretzky, Co-Manager, Conduit Street Partners, LLC
<b>Address:</b>	59 Franklin Street Annapolis, MD 21401
<b>Telephone/Fax:</b>	410-703-0896
<b>Email:</b>	pzadoretzky@conduitstpartners.com
<b>Property Address or Physical Location:</b>	Parcel 3-A ON SC-27-141
<b>Tax Map Number(s):</b>	Pin. No. 041-00-03-030
<b>Gross Acreage:</b>	38.8 acres
<b>Current Zoning:</b>	RP - Rural Preservation
<b>Proposed Zoning:</b>	PDD - Planned Development District
<b>Administrative Fee: (\$250 per lot)</b>	Check attached - \$250
<b>Date Mailed or Hand Delivered:</b>	
<b>Reason for Request: (attach narrative if necessary)</b>	Narrative attached - plan to development first class build-to-rent residential dwellings community

2/2/2022

Signature of Owner or Owner-Authorized Applicant  
(Proof of owner-authorization required) → Letter of Authorization attached

Date

**Internal Use Only**

<b>Date Received:</b>	
<b>Amount Received:</b>	
<b>Staff Member:</b>	

**ZONING MAP AMENDMENT AUTHORIZATION LETTER**

January 31, 2022

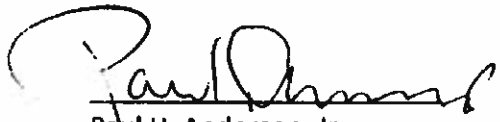
Jasper County, South Carolina  
Planning and Building Services  
358 Third Avenue  
P.O. Box 1659  
Ridgeland, South Carolina



RE: Zoning Map Amendment Application seeking rezoning of Parcel Number 041-00-03-030  
from its existing RP classification to PDD



To Whom It May Concern:

This letter shall serve to confirm that Peter Zadoretzky, in his capacity of Co-Managing Member of Conduit Street Partners, LLC, is hereby authorized to execute or sign any required applications, petitions, documents, instruments, and certificates needed in support of the above referenced Application.

Sincerely,  
CO-OWNERS OF THE SUBJECT PARCEL:

  
Paul H. Anderson, Jr.

 (by  with express permission)  
Emily A. Tillman

 (by  with express permission)  
John F. Anderson

cc: Peter Zadoretzky

**PLANNED DEVELOPMENT DISTRICT  
ZONING AMENDMENT**

**FOR**

**CSP DEVELOPMENT  
(PIN 041-00-03-030)  
JASPER COUNTY, SOUTH CAROLINA**

**PREPARED FOR  
CONDUIT STREET PARTNERS, LLC  
FEBRUARY 9, 2022**

**J – 30007.0000**

**TABLE OF CONTENTS**

**APPLICANT AND PLANNING TEAM..... 1**

**SECTION I – INTRODUCTION AND NARRATIVE..... 2**

A. The Property..... 2

B. Planned Development District Process..... 3

C. Conceptual Master Plan..... 4

D. Environmental Protection..... 5

E. Water and Sewer Service..... 5

F. Utility Service..... 5

G. Roadways and Traffic..... 5

H. Tree Preservation and Replacement..... 6

I. Parking..... 7

J. Stormwater Management..... 7

K. Cultural and Historical Resources..... 7

L. Emergency Services..... 7

**SECTION II – LAND USE DESIGNATION AND DEFINITIONS..... 8**

A. Introduction and Narrative..... 8

B. Allowed Land Uses..... 8

C. Allowed Density and Transfer of Density Between Planning Areas..... 9

D. Definition of Land Use Terms and Density Terms..... 9

**SCHEDULE OF EXHIBITS:**

Exhibit A	Site Location Map	Exhibit I	FEMA Flood Zones
Exhibit B	Conceptual Master Plan	Exhibit J	BJWSA Availability to Serve Letter
Exhibit C	Property Aerial	Exhibit K	Dominion Availability to Serve Letter
Exhibit D-1	Jasper County Zoning Map	Exhibit L	Palmetto Availability to Serve Letter
Exhibit D-2	Hardeeville Zoning Map	Exhibit M	Hargray Availability to Serve Letter
Exhibit E	Wetlands Delineation	Exhibit N	Archaeological Report
Exhibit F	Boundary Survey	Exhibit O	Concept Development Schedule
Exhibit G	USDA Soils Data	Exhibit P	Fire Station and EMS Locations
Exhibit H	Topography	Exhibit Q	Thomas & Hutton Traffic Memo

**APPLICANT AND PLANNING TEAM**

Owner.....Paul H. Anderson, Emily A. Tillman  
& John F. Anderson

Developer / Applicant.....Conduit Street Partners, LLC  
Annapolis, MD  
Mr. Peter Zadoretzky

Land Planner and Engineer.....Thomas & Hutton Engineering  
Savannah, GA  
Mr. Lamar Mercer, P.E.  
Mr. Scott Monson, P.E.

Wetlands / Environmental Consultant and Permitting.....Newkirk Environmental Consultants, Inc.  
Beaufort, SC  
Mr. Ashley Howell

Archaeologist.....Brockington & Associates, Inc.  
Savannah, GA  
Mr. Alex Sweeney, MA, RPA

Land Use Attorney / Legal Counsel.....Bouhan Falligant LLP  
Savannah, GA  
John D. Northup III, Esq.

**CSP DEVELOPMENT  
PLANNED DEVELOPMENT DISTRICT  
AND  
CONCEPTUAL MASTER PLAN**

**SECTION I:**

**INTRODUCTION AND NARRATIVE**

The Conduit Street Partners, LLC project currently consists of one parcel located in Jasper County, SC. Currently, the parcel is zoned Rural Preservation ("RP") and is identified as PIN 041-00-03-030. The property is approximately 38.84 acres with substantial frontage on the north side of U.S. Highway 278 situated between the Hilton Head Lakes North development to its east and the Prime Storage facility to its west. The property is surrounded by City of Hardeeville land nearly all of which is zoned PDD with a very small area zoned GC (the Prime Storage property). The property has been in the Anderson Family estate for many years and was originally part of the J.A. Coleman Estate. **Exhibit A Site Location Map** is attached.

The property is under agreement to be purchased from the Anderson family members by the Applicant, Conduit Street Partners, LLC, who are pursuing a new PDD zoning encompassing all of the parcel to allow for the property to be developed under the stipulations set forth by the proposed PDD zoning in accordance with the Jasper County Zoning Ordinance (ZO) and Land Development Regulations (LDR) in effect at the time of submittal of this rezoning application. Upon approval, the benefits of the proposed PDD Standards shall apply to the Applicant / Owner and its successors and assignees. For the purposes of the PDD and **Exhibit B Conceptual Master Plan**, the parcel is hereby known as a single project ("CSP Development") in this document henceforth.

**A. THE PROPERTY**

1. The CSP Development property is a raw, unimproved forested, predominately uplands parcel in Jasper County. There are no nor have there ever been any existing buildings, structures, or other facilities on the property. The property is surrounded by PDD zoned Hardeeville land to its east, north and south and by Hardeeville GC zoned land to its west. It is bounded on its eastern side by the Hilton Head Lakes North development – a large, golf course residential community and one of the initial phases of the Hardeeville West Argent PDD development project. To the north and contiguous to the CSP Development is an undeveloped, principally forested, and regulated wetlands parcel which is also part of the West Argent PDD development project. West of the property is an existing Prime Storage facility situated on land located in Hardeeville and zoned GC. The southern property line of the property is frontage along the north side of highway U.S. 278 – a four lane divided, center median, limited access highway. And on the other/south side of U.S. 278 across the highway from the CSP Development there are two major Hardeeville PDD land parcels. One of the parcels is a part of the existing Latitude Margaritaville development and is at the present time planned to be Margaritaville's future 70-acre retail/commercial phase. The second parcel that is to the west and contiguous with the Latitude Margaritaville land is another very large Hardeeville PDD land parcel known as the Morgan PDD project. Both land tracts on the south side of U.S. 278 immediately across the highway from the proposed CSP Development are raw, unimproved but PDD zoned properties with existing Hardeeville



development agreements. Combined, the West Argent PDD, the Latitude Margaritaville PDD and the Morgan Tract PDD amount to approximately 10,500 acres of Hardeeville development parcels zoned PDD. The CSP Development 38.84-acre parcel has just under 2,700 feet of frontage along the north side of U.S. 278 and will access this highway at one central location in alignment with an existing median break. The CSP Development property will also have access to existing Brickyard Road at the road's eastern termination point which is located at the property's western property line. A **Property Aerial (Exhibit C)**, a **Jasper County Zoning Map (Exhibit D-1)** and a **Hardeeville Zoning Map (Exhibit D-2)** are provided.

2. The proposed PDD consists of approximately 38.84 acres and has an anticipated area of approximately 37 acres of uplands and approximately 1.5 acres of jurisdictional wetlands, and 0.5 acres of non-jurisdictional wetlands (excluded waters – gum pond) based upon a preliminary wetland exhibit prepared by Newkirk Environmental, dated December 2021 (see **Exhibit E Wetlands Delineation**). The delineation of the wetlands within the property have been submitted to the Army Corps of Engineers to obtain a valid Jurisdictional Determination. The Conceptual Plan has taken into account the jurisdictional wetlands and has avoided any development impacts to these areas. The property does not have any critical area or frontage on salt marsh or creeks.

3. **Exhibit F Boundary Survey** depicts the property boundary.

4. **Exhibit G USDA Soils Data** depicts soils types of the property

5. **Exhibit H Topography** depicts topographic information for the CSP Development property. GIS data topography was used for the purposes of the exhibit. Elevations on the site range from elevation 10.0 along its northern edge sloping quickly upwards to the property's interior where grades are relatively flat averaging between elevations 18.0 to 20.0 with two small knolls on the west end of the property averaging elevation 24.0. **Exhibit I FEMA Flood Zones Map** depicts the 2019 FEMA flood zones which indicate that the property is in FEMA zone "X" which is defined to be an area of minimal flood hazard generally above or outside the 500-year flood level. Finished floor elevations of building structures will adhere to current Flood Zone requirements of the Jasper County Land Development Regulations.

## **B. PLANNED DEVELOPMENT DISTRICT PROCESS**

1. The Planned Development District (PDD) was established by the Jasper County to encourage flexibility in the development of land to promote its most appropriate, economical, and efficient use as well as to encourage creative design and produce a better environment particularly for large undeveloped tracts. The purpose of the PDD is to, among other things, permit development for specialized purposes which are planned and developed on a unified basis. In this case the specialized purpose is a first-class Single-Family Rental Home ("SFR") community as proposed by Conduit Street Partners, LLC. The homes themselves will be of unique design, tasteful architecture and generally resemble residential cottage, villa and/or patio home types. The community will be under one ownership structure which will maintain most all aspects of the community, i.e., its infrastructure including its roads, the interior and exteriors of the homes and the grounds on which they are constructed including the community amenities and open spaces.

**C. CONCEPTUAL MASTER PLAN**

It is anticipated that the Conduit Street Development property will be developed over a period of no more than four to five years in as many as two phases in accordance with the Conceptual Master Plan as set forth in this document and as the same may be supplemented by subsequent master and development plans submitted pursuant to the provisions of this PDD (see **Exhibit N Concept Development Schedule**). The Conceptual Master Plan sets forth the general scope of the development including number of allowed units, development standards, infrastructure requirements, and other guidelines. In addition to the Conceptual Master Plan, development of the Property will be controlled by other provisions of the PDD.

The goal of this PDD is to produce a development that raises the quality of life and development standards in the area while also anticipating the County's existing and future needs for naturally affordable single-family homes.

The Conduit Street Development Conceptual Master Plan displays a general and privately owned and maintained roadway layout, general housing unit layout, open space areas as well as amenities that will serve the property. The final locations of these site elements may vary at the time of development permit. Proposed land uses in the development are detailed under Section 2 - Land Use Designation and Definitions.

The Conceptual Master Plan seeks to maintain open space requirements set forth in Section II, D.3 of this PDD. The open space and amenities will be owned and maintained by the Applicant / Owner, or other legally designated entity. Property deeded to a governmental or private utility entity will be the maintenance responsibility of that entity.

The Conceptual Master Plan and the provisions of this PDD will constitute the zoning for the Property and a waiver from the current Jasper County codes and regulations where differences occur. However,, activities in the PDD shall conform to all other Jasper County Zoning Ordinance and Land Development Regulations where differences do not occur.

The provisions of the Conceptual Master Plan shall apply to development of the property. In the event of a conflict, the hierarchy of documents will be the "to be approved", (i) Development Agreement (DA), (ii) the PDD and Conceptual Master Plan and, (iii) the Master Plan (MP).

**D. ENVIRONMENTAL PROTECTION**

1. As part of the development process, the CSP Development will meet or exceed the stormwater management requirements of Jasper County, and the requirements of South Carolina Department of Health and Environmental Control (DHEC) and Office of Ocean and Coastal Resource Management (OCRM). The Applicant / Owner will prepare stormwater management plans for the project as it is developed in accordance with a stormwater drainage master plan to be prepared by a professional engineering firm licensed by the State of South Carolina. The stormwater drainage master plan will address the hydrological characteristics of the entire site as well as adjacent drainage patterns of relative importance. The plan will address pre-development conditions and post-development stormwater management for flood control and sediment reduction. This plan will also address storm water quality through, among other things, the use of several types of BMP's (as established by the stormwater standards of the applicable state and federal governmental regulations) to enhance water quality and protect the adjacent wetlands.

2. Approximately 4 percent of the site consists of regulated jurisdictional wetlands. Exhibit E is a preliminary wetland plan prepared by Newkirk Environmental dated December 2021 which depicts the preliminary observation of wetlands vs uplands for the project area. The wetland plan has been submitted to the Army Corps of Engineers to obtain a jurisdictional determination prior to development of the property.

3. There will be no development impacts to the regulated jurisdictional wetlands. Subject to the approval of the Office of Ocean and Coastal Resource Management, the CSP Development will seek to remove/fill the non-regulated "gum pond" located in proximity to the project's proposed main entrance off highway U.S. 278.

#### **E. WATER AND SEWER SERVICE**

Water and sewer service will be provided to the CSP Development by Beaufort Jasper Water and Sewer Authority. Preliminary planning for the water and sewer systems will be provided at the time of Initial Master Plan submittal to Jasper County. Preliminary discussions with Beaufort-Jasper Water and Sewer Authority (BJWSA) indicate a willingness to serve the property. BJWSA operates and maintains water and sewer systems within their service area upon completion by the developer and acceptance by the Authority. See **Exhibit J BJWSA Availability to Serve Letter**.

#### **F. UTILITY SERVICE**

1. The CSP Development property is in the service territory of Dominion Energy for natural gas services, See **Exhibit K Dominion Energy Availability to Serve Letter**. The Applicant / Owner will coordinate with Dominion Energy regarding planning for the CSP Development project.

2. The CSP Development property is in the service territory of Palmetto Electric Cooperative for electric services, See **Exhibit L Palmetto Availability to Serve Letter**. The Applicant / Owner will coordinate with Dominion Energy regarding planning for the CSP Development project.

3. Hargray or/or another licensed provider will provide internet and communication services to the CSP Development property. The Applicant/Owner will coordinate with the provider regarding planning and installation of these services. All servicing is anticipated to be via fiber optics cable to include broadband capability. See **Exhibit M Hargray Availability to Serve Letter**.

4. Other Utility services shall be provided by legally established entities at the discretion of the Applicant / Owner, provided such are in accordance with the franchising ordinances/licensing with the County.

5. Utilities will be underground except as reasonably necessary for above ground support facilities.

#### **G. ROADWAYS AND TRAFFIC**

1. The CSP Development PDD shall have on-site roads designed and constructed to the standards of the Jasper County Land Development Regulations or other engineering standards

reasonably acceptable to the Jasper County Engineer. Roadway construction within SCDOT right-of-way's will be in accordance with SCDOT standards. Roadway section details will be submitted for review at time of development permit approval. Interconnectivity to other adjoining tracts of land is not proposed. Public access into or across other private developments will not be required. Roadway design standards may be modified subject to the approval of Jasper County to reduce environmental impacts provided safety concerns are not compromised. All onsite roads shall be privately owned and maintained.

2. The Applicant / Owner intends to create up to three new points of vehicular access to existing public roads and highways for the project. The first is proposed to be a main entrance ingress and egress to U.S. 278 located and aligned with the center most existing highway median cut. The second access location is anticipated to provide ingress and egress to U.S. 278 at the highway's median cut fronting the eastern end of the property. The third point of vehicular connectivity is planned as a proposed connection with existing Brickyard Road at the roads point of termination at the property's western property line and adjacent to the U.S. 278 right-of-way. A traffic plan study will be provided at the Master Plan stage. The traffic study shall be reviewed by the SCDOT and final configuration for the new accesses will be governed by the SCDOT. Final entrance configuration and locations will be based upon SCDOT guidelines at the time of development permit.

3. Access to the CSP Development PDD may be restricted and/or gated appropriately at the Applicant / Owner's discretion. Sidewalks and possibly trails shall be provided within the PDD at appropriate locations. The frequency and location of sidewalks or pathways shall be established based upon anticipated pedestrian circulation within the project. Sidewalks and trails shown on the Conceptual Master Plan are conceptual in nature and are subject to change over the course of the development permit process.

4. Notwithstanding the provisions of section G hereof, roadway design standards may be modified to reduce environmental impacts provided safety concerns are not compromised. To protect and preserve significant natural property attributes including avoiding wetland impacts, such design will be encouraged.

5. Reference **Thomas & Hutton Traffic Memo Exhibit Q** for preliminary traffic analysis and commentary concluding no material traffic impacts to existing road systems.

#### **6. TREE PRESERVATION AND REPLACEMENT**

The CSP Development shall meet or exceed the minimum allowable post development tree coverage requirements of Jasper County. Trees required and/or worthy of preserving shall be incorporated into buffer areas around jurisdictional wetlands, in required buffer yards and in the required Highway Corridor Overlay District 50' buffer parallel and adjacent to the U.S. 278 Highway.

In those cases where the minimum allowable tree coverage cannot be met by preservation within a required buffer area, replacement trees shall be planted to meet the tree types and quantities as required by code. Trees to be preserved in buffer areas shall be identified and located by a tree survey within the CSP Development PDD.

Plantings, including trees, situated in any buffer area shall be maintained in good health and any

dead or damaged plants will be replaced. And if any tree in a buffer is severely damaged due to weather or other reasons, all severely damaged trees shall be replaced no later than the end of the next dormant season.

**I. PARKING**

Parking for the CSP Development community shall be provided by a combination of attached and/or detached residential parking garages and their corresponding driveways, and community surface parking lots for overflow parking, the community amenity areas and leasing offices. All parking shall be generally consistent with Jasper County development standards or as otherwise proposed by the Applicant/Owner and approved by Jasper County.

**J. STORMWATER MANAGEMENT**

The CSP Development PDD shall conform to the Stormwater Management Provisions of the Jasper County Land Development Standards including but not necessarily limited to the Jasper County Stormwater Management Design Manual and applicable state and federal requirements. Among other things, the post-development peak runoff discharge rate for the 2-, 10- and 25-year, 24-hour design storm events will be designed to control these rates to pre-development discharge rates. Additionally, the CSP Development PDD shall design its stormwater system to manage a 100-year, 24-hour storm event without causing damage to on-site and offsite structures. Sufficient stormwater best management practices will be employed in the development of the PDD to ensure runoff leaving the site does not degrade water quality of the surrounding receiving waters.

**K. CULTURAL AND HISTORICAL RESOURCES**

As part of a comprehensive study of the property a Phase I and Phase II archeological investigations and studies were conducted by Brockington & Associates. The investigations have concluded that there are no archeological sites eligible for the National Register requiring preservation or management considerations on the property. **Exhibit N Archaeological Report** is attached.

**L. EMERGENCY SERVICES**

Fire and emergency medical services will be provided to the residents of the CSP Development by no less than two Jasper County Fire-Rescue stations which are located less than 5 miles from the property. **FIRE STATION AND EMS LOCATIONS EXHIBIT P** is attached identifying Jasper County Fire Stations 34 and 35 and their distances (each less than 5 miles) and times in route to the CSP Development.

**SECTION II:****LAND USE DESIGNATION AND DEFINITIONS****A. INTRODUCTION and NARRATIVE**

The Conceptual Master Plan consists of an area of approximately 38.84 acres. The proposed predominate uses shall include but not be necessarily limited to:

- For-Rent Single Family Residential
- Active and passive community amenity areas
- Model homes and leasing center
- Site infrastructure

The land use areas indicated on the Conceptual Master Plan are not intended to be rigid exact boundaries for future improvements. The Conceptual Master Plan PDD for the CSP Development shall maintain flexibility to accommodate specific soils conditions, environmental concerns, physical constraints, market conditions and design parameters and as such, the exact location of boundary lines and any proposed buildings or structures, between land uses and their subsequent location and size indicated within the planning area shall be subject to change at the time of the Master Plan Phase and Development Permit Plan submission; provided that maximum densities and other conditions of the Development Agreement between the Applicant / Owner and Jasper County, South Carolina will be adhered to strictly, unless adjustments are requested by the Applicant / Owner and approved by Jasper County.

All residential dwelling units, amenities, on-property infrastructure and improvements not dedicated or otherwise conveyed to public or private third parties shall be owned, controlled and maintained by the Applicant / Owner or its successors.

**B. ALLOWED LAND USES**

The following land uses shall be permitted in the CSP Development PDD. The purpose of this portion of the PDD document is to state which land uses shall be allowed within the CSP Development PDD and to clearly define development within the area. However, by allowing these uses this does not obligate the Applicant / Owner to provide all of the uses or facilities herein. The allowed land uses and definitions shall be as follows:

**For-Rent Single Family Residential**

- For-Rent Single Family Residential Dwelling - A detached or attached home used exclusively for residential purposes which is leased to its tenant(s) located on a single parcel of unsubdivided land. Dwelling units may have either private or shared access. Units may be arranged in a variety of configurations including detached, attached, back-to-back, side to side, vertical or any combination thereof.
- Home Sites - Individual un-platted sites available for short or long-term lease.
- Amenity Areas - including Club House / swimming pool / playground / bocce ball / cornhole / horseshoes / oyster tables / pickleball and tennis courts / amphitheater / fitness facility or other recreational amenities.

- Mail kiosks including drone delivery station(s)
- Utilities
- Recreational Amenity Uses such as, but not limited to:
  - Dog park
  - Multi-use field(s)
  - Gazebo
  - Kayak, canoe and boat storage areas
  - Trails or sidewalks
  - Bike paths
  - Mini-golf and/or golf putting green
  - Pavilion
  - Grilling areas
  - Common open space and other active and passive recreational uses
  - Maintenance Areas or Buildings
  - Planting/vegetable garden(s)

Design Standards and Regulations may be established for each area and use at the time of development permit, unless agreed at development permit approval or in this PDD, the standard for uses from the Jasper County Land Development Regulations shall apply.

Any easement that occurs within the property shall have the same land uses as any of the adjacent land uses. Any restrictions shall be based on the legal definition of the easement.

#### **C. ALLOWED DENSITY WITHIN PLANNING AREAS**

1. Preliminary planning for the Property contemplates the For-Rent Residential land use (including wetlands) for the entire property as depicted on the Conceptual Master Plan. The Conceptual Master Plan layout may be modified at the time of development permit application.
2. The total project is allowed a maximum of 275 For-Rent, Single Family Dwelling Units. The maximum size per dwelling unit shall be 2,500 square feet. The minimum dwelling unit shall be 800 square feet. The size and configuration of anticipated dwelling units displayed on the Conceptual Master Plan may be modified at the time of development permit. The submitted Conceptual Site Plan presently indicates 265 For-Rent, Single Family Dwelling Units.
3. Overall residential density may include both Attached and Detached Single Family Residential dwelling units.

#### **D. DEFINITIONS OF LAND USE TERMS AND DENSITY TERMS**

In the absence of a term definition in this Conceptual Master Plan or in the proposed CSP Development PDD with Jasper County, the definitions of the Jasper County Land Development Regulations shall apply in the interpretation of this Conceptual Master Plan. The definitions below shall generally describe the allowed uses and terms within the CSP Development PDD.

1. Acre
  - a. Gross Acre shall mean the entire acreage within the site boundaries.
  - b. Net Acre shall mean the acre which remains after deduction of easements for existing utilities, wetland buffers, and onsite wetlands.

**2. Maintenance Areas**

The maintenance areas will contain the facilities, tools, and equipment necessary to maintain the common properties and amenities within the CSP Development PDD. These facilities may be congregated on a central site or located in separate convenient sites for different services such as general community maintenance, recreation area maintenance or individual property regime maintenance.

Permitted uses include:

- a. Storage of vehicles and parts, boats, recreational vehicles, tools, supplies, and resident storage.
- b. Offices associated with community and maintenance.

**3. Open Space**

Total open space for the Property shall be calculated for the boundary of the Property and not on a site-specific basis for each parcel or phase of the Property, individual development or project. The Property shall provide at least 10% open space. Open space shall be calculated based upon the total gross acreage. Open space shall consist of the following:

- a. Landscape surface areas (areas not covered by buildings, parking, impervious surface) including manicured village greens or equivalent
- b. Lagoons, ponds, impoundments, and lakes (detention, retention, or recreational)
- c. Freshwater wetlands
- d. Wetland buffers
- e. Forest, wildlife preserves / corridors, conservation areas and greenbelts
- f. Community Park, amenity areas and community garden plots
- g. Recreation areas including swimming pools, tennis courts, playgrounds, multi-purpose fields, lawn games, gardens, etc.
- h. Pedestrian / bicycle trails /paths /nature trails
- i. Perimeter buffers

**4. Setbacks and Buffers**

- a. There shall be no minimum setbacks applied to the CSP Development PDD unless noted otherwise in this PDD document. Setbacks and buffers shall meet the minimum requirements established herein, and except as set forth in this PDD Standards, shall apply to the perimeter of the PDD only provided, however, that any required wetlands buffers shall apply according to law throughout the Property.
- b. Setbacks /buffer areas shall be provided for jurisdictional wetlands within the PDD. Setbacks / buffers for wetlands shall be 25 feet .
- c. Perimeter buffer standards shall include:



- (i) At adjacent property boundaries to the east and to the north of the PDD (adjacent properties to east and north are jurisdictional wetlands) buffers shall be 20 feet at a minimum. See PDD Conceptual Master Plan for proposed perimeter buffers. A 50-foot buffer shall be provided along the property's boundary with the GC zoned property to its west. Underground utilities and stormwater management facilities are allowed in the perimeter buffer area.
- (ii) At all buffers of the PDD, disturbances related to grading activities are allowed provided that the following preservation practices are met:
  - (A) Within 50-foot U.S. 278 highway buffer a minimum of 7 broadleaf overstory trees, 8 understory trees, and 35 shrubs shall be preserved or re-planted per 100 linear feet of U.S 278 frontage.
- (iii) Highway 278 Corridor Overlay District (HCOD) standards shall be adhered to provided that signage shall be governed by the provisions established by the future Master Plan.

**5. Wetlands**

This designation allows the following uses within wetlands. Freshwater wetlands on the property shall be those areas over which the applicable governmental agencies claim jurisdiction for freshwater wetlands. Unless restricted via a future Memorandum of Understanding (MPA) to the contrary, the following are permitted uses:

- a. Open space and buffers
- b. Conservation areas
- c. Activities in all wetland areas as permitted by the U.S. Army Corps of Engineers and/or the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management as applicable
- d. Disposal of reclaimed water as permitted by SCDHEC.
- e. Boardwalks, trails, bridges, and other permitted structures.
- f. Game Management

**6. Utilities**

This designation allows for utility service to serve the planning areas of the CSP Development PDD. The following land uses shall be allowed only after written approval from the Applicant / Owner and its consultants for location and design. Screening, buffering, and other aesthetic matters must meet or exceed the Jasper County Land Development Regulations and may be approved at the time of site development application.

- a. Potable water supply and distribution
- b. Wastewater collection, treatment, and disposal

- c. Stormwater collection, treatment and detention
- d. Irrigation
- e. Communication towers
- f. Satellite antennas
- g. Cable television facilities
- h. Telephone facilities
- i. Power transmission and distribution
- j. Fiber optic lines
- k. Other utility services i.e., Internet access and other telecommunication uses

Certain community-wide infrastructure is required for the development of any large, master-planned community. This infrastructure may include, but is not limited to the following:

- 1. Arterial streets and primary access roads
- 2. Water supply
- 3. Wastewater Treatment and Effluent Disposal
- 4. Power substations
- 5. Central telephone facilities/ Cell phone towers
- 6. Stormwater Management Lagoons
- 7. Natural Gas Supply
- 8. Sewer Pump Station

Infrastructure serving the community (on-site and off-site) will be approved as part of the development plan approval process.

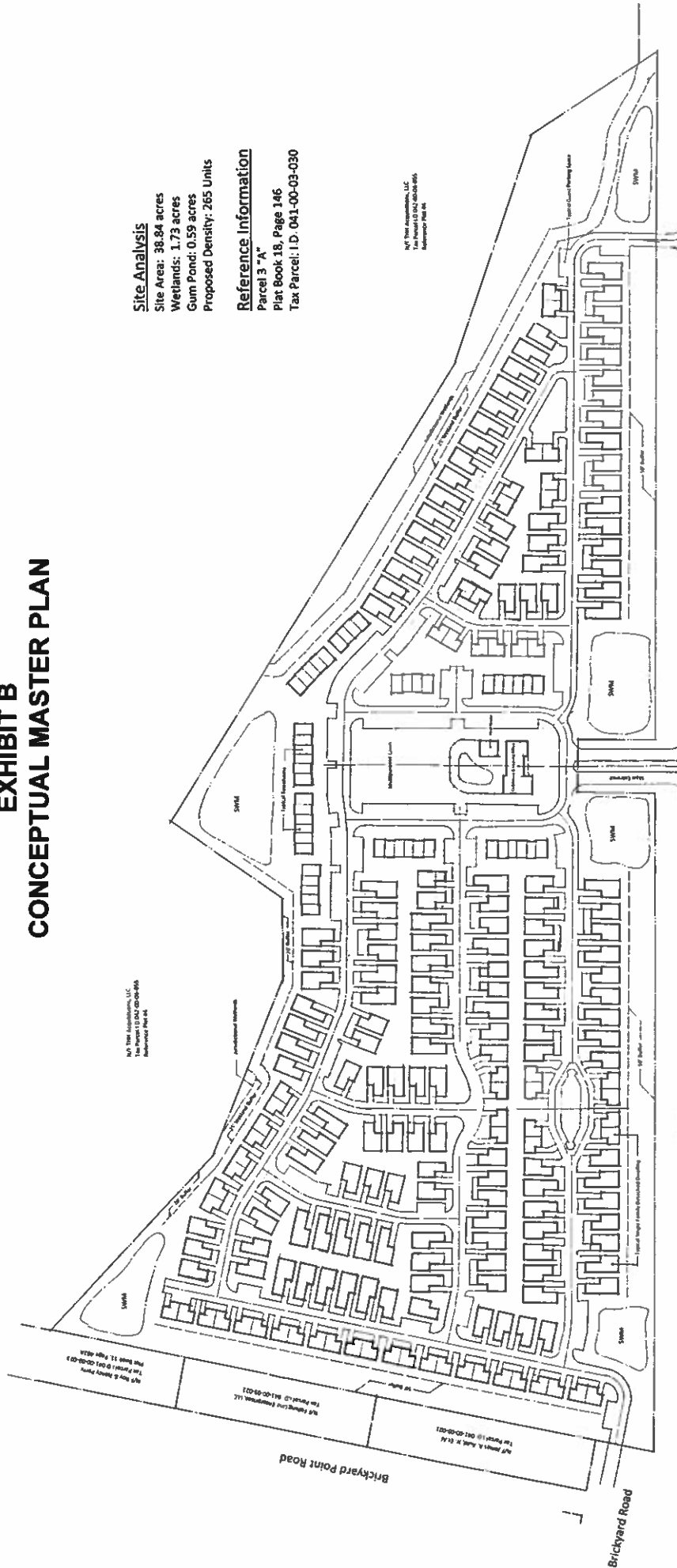
**7. Design Standards**

Design Standards shall be submitted at the Master Plan stage and may have standards deviating from the Jasper County Ordinances or this PDD, provided that health, safety, ingress/egress, and fire protection are addressed to the satisfaction of the County.

**EXHIBIT A  
SITE LOCATION MAP**



# EXHIBIT B CONCEPTUAL MASTER PLAN



**Site Analysis**  
 Site Area: 38.84 acres  
 Wetlands: 1.73 acres  
 Gum Pond: 0.59 acres  
 Proposed Density: 265 Units

**Reference Information**  
 Parcel 3 "A"  
 Plat Book 18, Page 146  
 Tax Parcel: I.D. 041-00-03-030

U.S. Highway 278 - Independence Boulevard  
 Right-of-Way Varies



**Conceptual Master Plan**  
 CSP Development  
 Single Family Rental Community  
 Applicant: Conduit Street Partners, LLC  
 Town of Hardeeville, Jasper County, SC  
 January 22, 2022

Scale: 1" = 50' 0"



**EXHIBIT C**  
**CSP DEVELOPMENT PROPERTY**

Hampton County

Colle

Scotia Furman

Yemassee

Bea



County

# Jasper County Zoning Map Updated 08-13-2013

Ridgeland

Hardeeville

Beaufort County

CSP DEVELOPMENT PROPERTY EXHIBIT D-1

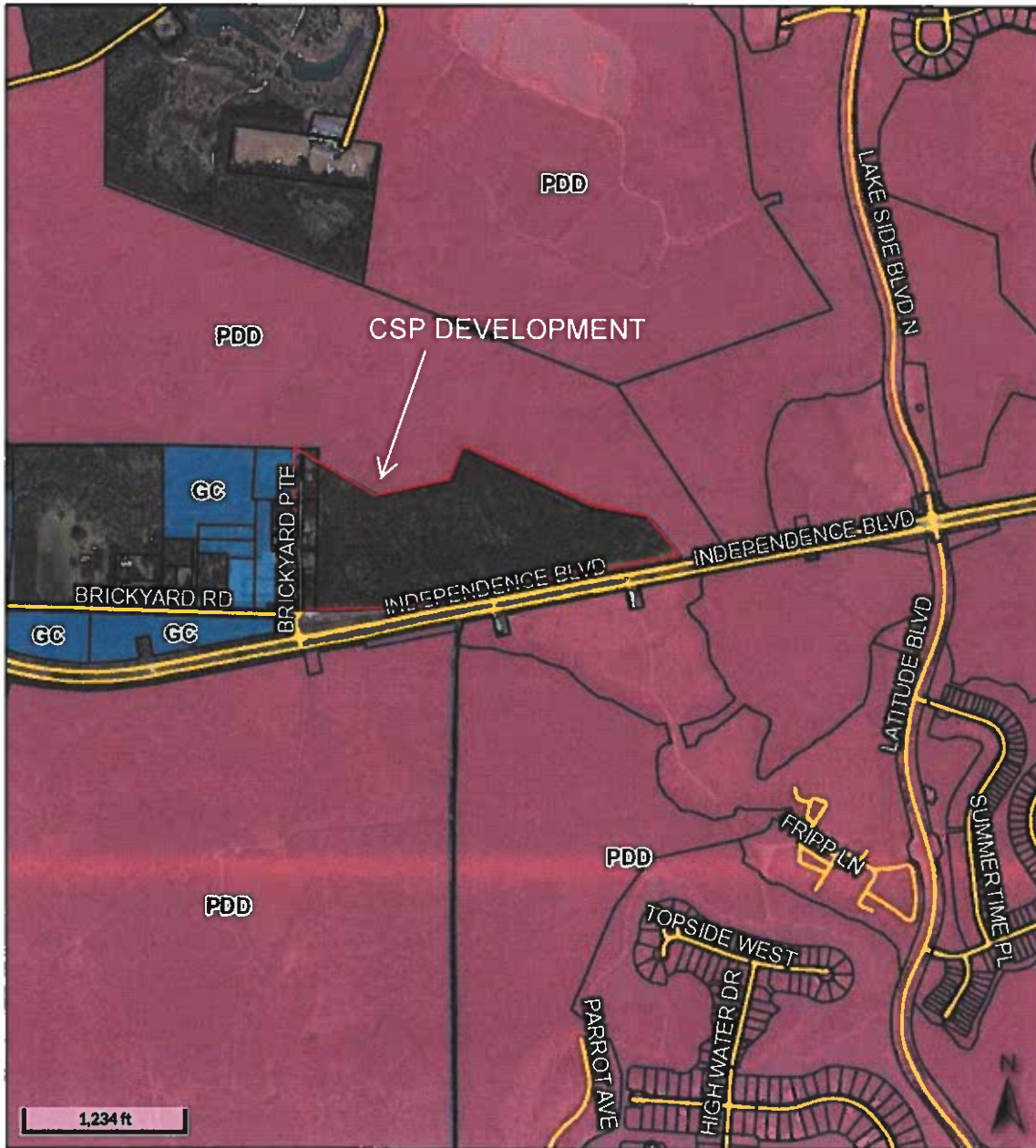
Bluffton

County

### Legend

- roads53
- Roads**
- Roads
- Municipal Boundaries
- Highway Corridor Overlay District
- Parcels
- Jasper County Zoning**
- Rural Preservation
- Resource Conservation
- Residential
- Planned Development
- Industrial Development
- General Commercial
- Community Commercial





**Overview**



**Legend**



- Parcels
- Roads
- Hardeeville Zoning**
- CP
- DGC
- DMU
- GC
- HC
- LI
- MFR
- MU
- PDD
- RA
- SFR1
- SFR2
- Schools

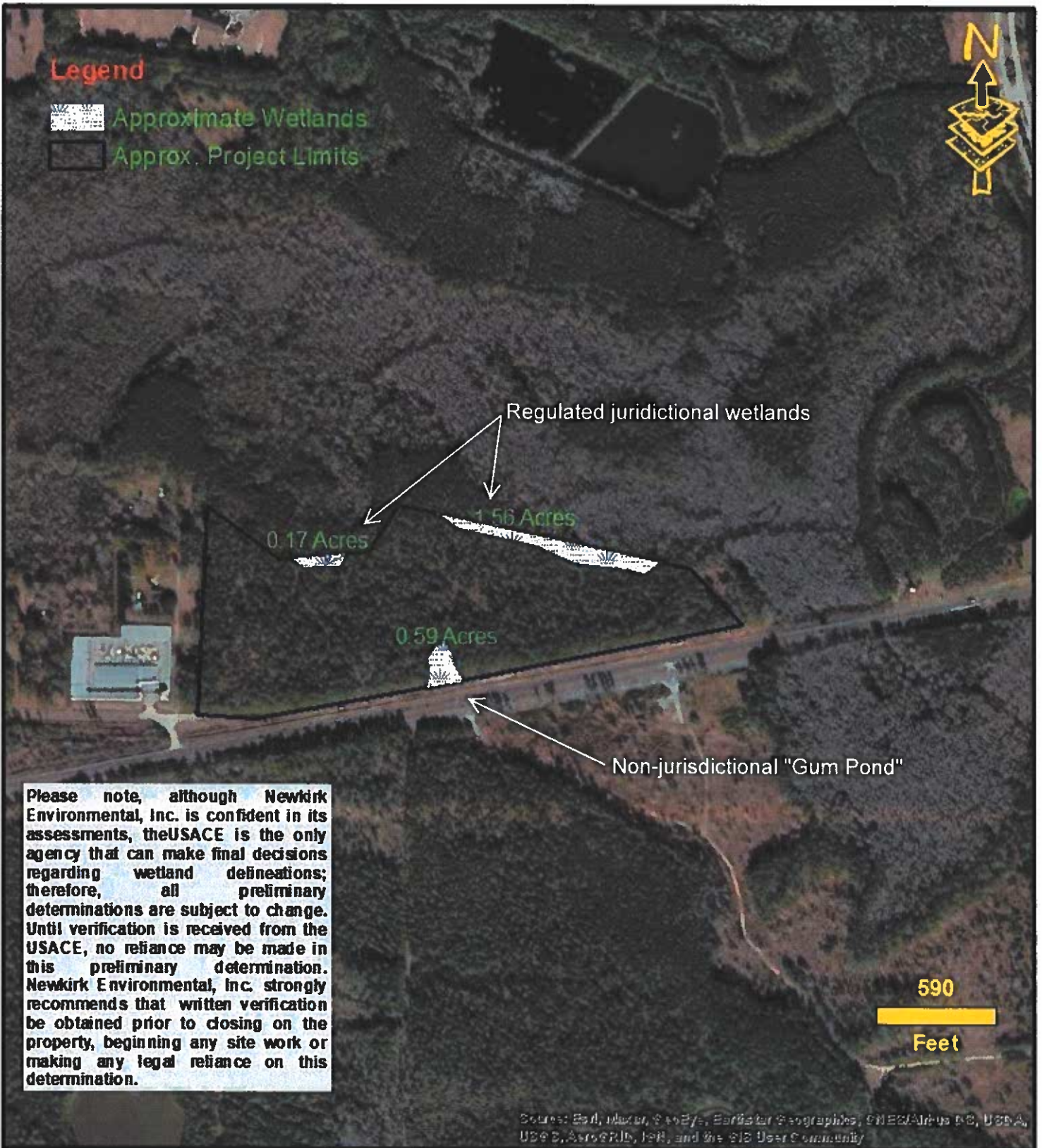
Date created: 1/5/2022  
 Last Data Uploaded: 1/5/2022 2:23:20 AM

Developed by  **Schneider**  
 GEOSPATIAL

## EXHIBIT D-2 HARDEEVILLE ZONING MAP CSP DEVELOPMENT PROPERTY

**Legend**

-  Approximate Wetlands
-  Approx. Project Limits



Please note, although Newkirk Environmental, Inc. is confident in its assessments, the USACE is the only agency that can make final decisions regarding wetland delineations; therefore, all preliminary determinations are subject to change. Until verification is received from the USACE, no reliance may be made in this preliminary determination. Newkirk Environmental, Inc. strongly recommends that written verification be obtained prior to closing on the property, beginning any site work or making any legal reliance on this determination.

Source: Esri, Intel, © 2019, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Acres
Project #: 04-4943a      Date: Dec. 2021
Created by: AH



**EXHIBIT E**  
**Coleman Estate**  
**Jasper County, SC**  
**WETLANDS**  
**CSP DEVELOPMENT PROPERTY**

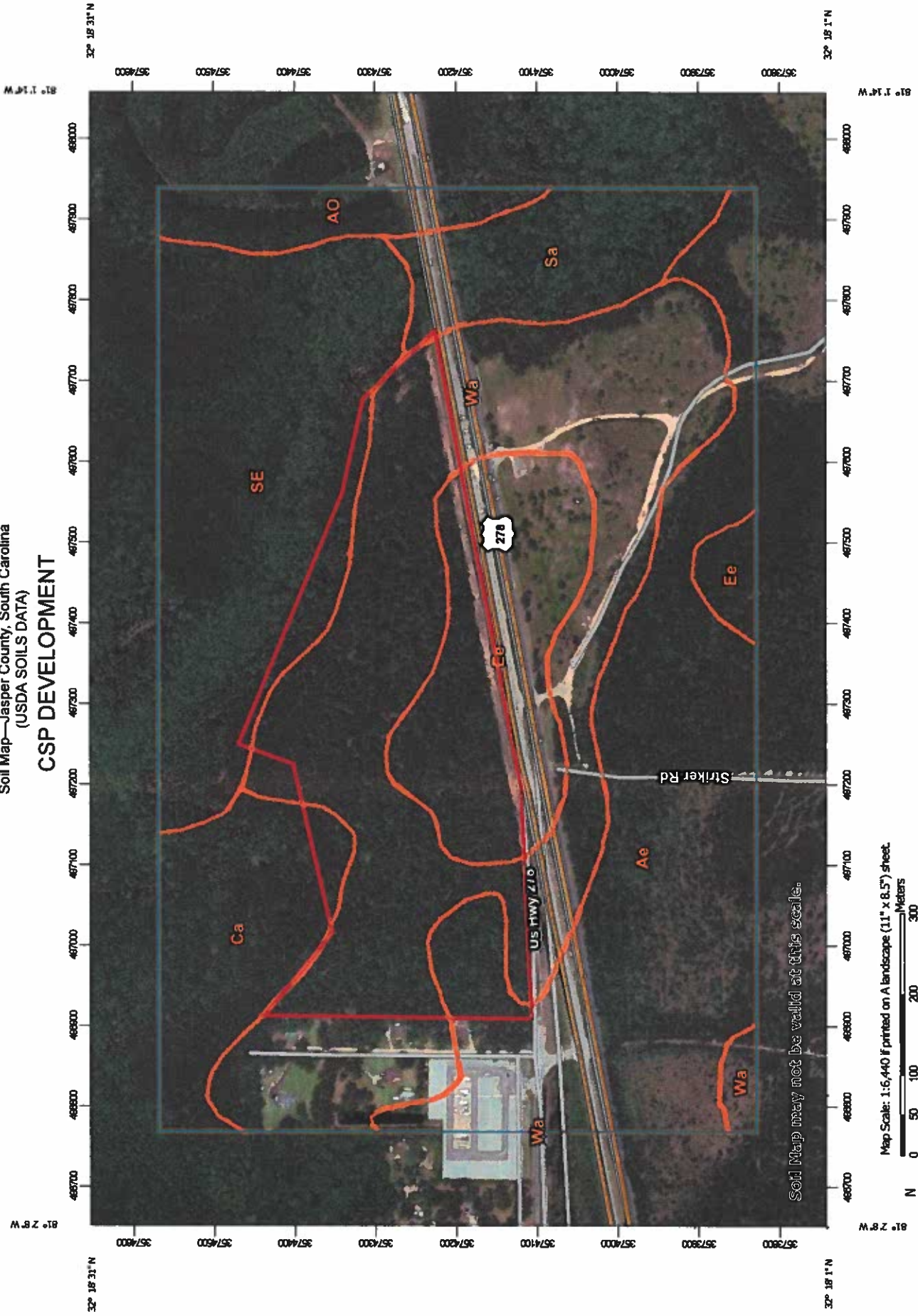




# EXHIBIT G

Soil Map—Jasper County, South Carolina  
(USDA SOILS DATA)

## CSP DEVELOPMENT



Soil Map may not be valid at this scale.

Map Scale: 1:6,440 if printed on A landscape (11" x 8.5") sheet.

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

# EXHIBIT G

Soil Map—Jasper County, South Carolina  
(USDA SOILS DATA)

## MAP LEGEND

- Area of Interest (AOI)
  - Area of Interest (AOI)
- Soils
  - Soil Map Unit Polygons
  - Soil Map Unit Lines
  - Soil Map Unit Points
- Special Point Features
  - Blowout
  - Borrow Pit
  - Clay Spot
  - Closed Depression
  - Gravel Pit
  - Gravelly Spot
  - Landfill
  - Lava Flow
  - Marsh or swamp
  - Mine or Quarry
  - Miscellaneous Water
  - Perennial Water
  - Rock Outcrop
  - Saline Spot
  - Sandy Spot
  - Severely Eroded Spot
  - Sinkhole
  - Slide or Slip
  - Sodic Spot
- Water Features
  - Streams and Canals
- Transportation
  - Rails
  - Interstate Highways
  - US Routes
  - Major Roads
  - Local Roads
- Background
  - Aerial Photography
- Special Line Features
  - Spoil Area
  - Stony Spot
  - Very Stony Spot
  - Wet Spot
  - Other

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Jasper County, South Carolina  
Survey Area Data: Version 16, Aug 30, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 21, 2014—Nov 23, 2017

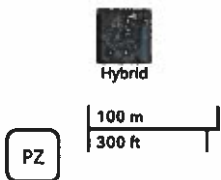
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
Ae	Argent fine sandy loam	50.0	23.3%
AO	Argent-Okeetee association	7.0	3.3%
Ca	Cape Fear loam	16.0	7.4%
Ee	Eulonia fine sandy loam	23.5	10.9%
Sa	Santee fine sandy loam	12.4	5.8%
SE	Santee association	39.4	18.3%
Wa	Wahee fine sandy loam	66.6	31.0%
<b>Totals for Area of Interest</b>		<b>214.9</b>	<b>100.0%</b>



# EXHIBIT H SITE TOPOGRAPY CSP DEVELOPMENT PROPERTY



Imagery Date: 12/31/2019







**EXHIBIT J**  
**BJWSA AVAILABILITY TO SERVE LETTER**

6 SNAKE ROAD, OKATIE, SC 29909-3937  
Phone 843.987.8100 | Fax 843.548.0096  
Customer Service 843.987.9200  
Operations & Maintenance 843.987.8046  
Engineering 843.987.8065  
[www.bjwsa.org](http://www.bjwsa.org)

*Our mission: Inspire trust and enhance public health*

JOE MANTUA, PE, GENERAL MANAGER

January 14, 2022

Peter Zadoretzky  
OA Partners, LLC  
Conduit Street Partners, LLC  
59 Franklin Street  
Annapolis, MD 21401

Via email: [pzadoretzky@oapartners.com](mailto:pzadoretzky@oapartners.com)

Subject: Water and Sewer Availability – Independence Boulevard, PIN 041-00-03-030.

Dear Ms. Zadoretzky,

This letter is in response to the water and sewer availability request for the above referenced parcel. Water is available from BJWSA's existing 30" water main on Independence Boulevard. Gravity sewer is not currently available; however, there is a 24" wastewater force main located within the Independence Boulevard right of way. Sewer would require a pump station to be installed at the owner/developer's expense. Please be advised, depending on the amount of water and sewer capacity required to serve the development, the developer maybe responsible for offsite improvements or upgrades to the existing system.

If or when your client wishes to proceed with this development, design drawings and calculations must be submitted to BJWSA's Engineering Department for review and approval. Upon approval, capacity and project fees will be determined based on the information provided. These fees must be paid in full before a capacity commitment can be issued or a pre-construction meeting may be held. If construction on the proposed water and sewer systems has not started within twelve (12) months from the date of this letter, this availability will be invalid.

Should you have questions or require additional information, please contact me at 843-987-8082 or [james.clardy@bjwsa.org](mailto:james.clardy@bjwsa.org).

Sincerely,

James Clardy  
Development Projects Manager

JBC/mya

JAMES E. BAKER, JR.  
CHAIR

LORRAINE W. BOND  
R. THAYER RIVERS, JR.

GREGORY A. PADGETT  
VICE CHAIR

BRANDY M. GRAY  
GERALD H. SCHULZE

DONNA L. ALTMAN  
SECRETARY/TREASURER

ANDERSON M. KINGHORN, JR.  
WILLIAM SINGLETON, Ed.D.

MICHAEL L. BELL  
IMMEDIATE PAST CHAIR

J. ROBERT McFEE, PE



**EXHIBIT K  
DOMINION AVAILABILITY TO  
SERVE LETTER**

**Natural Gas Letter of Availability**

1/13/2022

CSP Development  
Single Family Rental Community  
U.S. 278  
Hardeeville, SC 29927

I am pleased to inform you that Dominion Energy South Carolina will be able to provide natural gas service to the above referenced. Natural gas service can be provided in accordance with Dominion Energy's General Terms and Conditions, other documents on file with the South Carolina Public Service Commission, and the company's standard operating policies and procedures. In order to begin the design process for the project, the following information will need to be provided:

1. Site Plan / Cad File / PDF
2. Natural Gas load breakdown by anticipated appliance type with desired metering locations.
3. Estimated wanted by date for gas line installation

Thank you in advance for this information and I look forward to working with your company.

For more information or questions, don't hesitate to contact me.

Sincerely,

*Jake Baker*

**Account Manager III – Natural Gas  
Dominion Energy South Carolina**

**81 May River Rd. Bluffton, SC 29910  
P (843) 576-8911 • M (843) 412-5178  
[jake.baker@dominionenergy.com](mailto:jake.baker@dominionenergy.com)**



**EXHIBIT L  
PALMETTO AVAILABILITY TO SERVE LETTER**



1 Cooperative Way

Hardeeville, SC 29927

843-208-5551

January 14, 2022

Peter Zadoretzky  
pzadoretzky@oapartners.com  
OA Partners, LLC  
Conduit Street Partners, LLC  
59 Franklin Street  
Annapolis, MD 21401

Re: CSP Development

Dear Peter:

Palmetto Electric Cooperative, Inc. ("PECI") has ample power available to serve the above-referenced project with existing infrastructure. There may be "Aid-in-Construction" charges for line extensions or special grades of service as described in PECI policies. A redline drawing will be provided when the electrical load requirements and a detailed CAD drawing have been received.

Thank you for your cooperation in this matter. Please contact me at (843) 208-5508 or via email TBrabham@palmetto.coop if you have any questions or if I may be of further assistance.

Sincerely,  
**PALMETTO ELECTRIC COOPERATIVE, INC.**

John A. Brabham  
Distribution Engineer

JAB:mhl

c: Mr. Matt Loxley, PECI  
Mr. Corey Tuten, PECI  
Mr. Tim Hutchinson, PECI



**EXHIBIT M**  
**HARGRAY AVAILABILITY TO SERVE LETTER**



January 14, 2022

Peter Zadoretzky  
Conduit Street Partners, LLC  
50 Franklin Street  
Annapolis, MD 21401

Dear Mr. Zadoretzky:

Subject: Letter of Availability to provide service for: **CSP Development Independence Blvd**  
**Jasper County Pin 041-00-03-030**

Hargray engineering services has reviewed the master plan for the above referenced project. This Letter of Availability is to report that Hargray can provide telecommunications service to the above referenced project. We request that you forward a digital copy of the plan that has been approved by the county or town for use with Micro station or AutoCAD. Our office will include the owner/developer conduit requirements on the plan and return it to your office.

**By accepting this Letter of Availability, you accept the responsibility to forward the construction requirements listed on the Project Application Form to the owner/developer.**

Where conduits are to be placed in commercial or subdivision areas the pipes are required to extend 5' (five feet) beyond any placed or planned curbed or sidewalk edge for facility access away from the roadside.

Should there be any changes or additions to the original master plan, this Letter of Availability will only cover areas shown on the original master plan. All changes or additions will require another Letter of Availability. All costs incurred by Hargray resulting from any requested change or failure to comply with minimum requirements shall be borne by the Developer.

**Commercial projects require a pre-construction meeting with Hargray to review requirements. Non-recurring charges to offset construction costs may apply to certain projects. Easements are required prior to installing facilities for the project.**

I am available to discuss these requirements at your convenience.

Sincerely,

*Rodney Cannon*

Rodney Cannon  
Manager, Facilities Engineering  
843-815-1697

**Requirement for Letter of Intent to Provide Service**

**HARGRAY COMMUNICATIONS GROUP, INC**

**Engineering Services Construction Application**

**CONTACT INFORMATION**

Project Owner Name:	Conduit Street Partners, LLC	Phone No.:	410-703-0896
Address:	59 Franklin Street	City, State, Zip	Annapolis, MD 21401
Developer Name:	Conduit Street Partners, LLC	Phone No.:	
Address:	Same	City, State, Zip	
Project Manager Name:	Peter Zadoretzky	Phone No.:	410-703-0896
Address:	Same	City, State, Zip	

**PROJECT INFORMATION**

Project Name/Location	CSP Development/Jasper County Pin 041-00-03-030 - see attached materials		
Proposed Start and Finish Dates	1Qtr2023 - 2Qtr2025	Lots	265 single family rental SFD units/lots
No. of Phases	Two	Units Per Phase	130+/-
		Condominium Units	N/A
Comments	Requesting "Intent to Serve" letter or equivalent		Commercial Sq. Ft.

**REQUIREMENTS INFORMATION**

**APPLICATION REQUIREMENTS**

**PROJECT REQUIREMENTS**

**\*\*Engineering note: Check boxes that apply to applicant.**

**These must be in place before service can be provided.**

Hargray Communications Group, Inc. must have copies of the following items before we can furnish a "Letter of Intent" and schedule your project.

- One copy of development or site plans indicating property and/or lot lines, proposed buildings, roads, parking, water, sewer and drainage layout.
- Have attached Concept Plan, Concept Program outline and house types, PIN map and project Aerial
- Digital copy of county/town approved plan.

Presently processing rezoning of property from its rural preservation classification to PDD. Expect approval June 2022.

- \* Commercial Buildings-Apartments-Villas - Hotels  
Minimum 4 inch diameter conduit Sch. 40 PVC with pull string buried at 24 to 30 inch depth, from the equipment room or power meter location to a point designated by Hargray at the road right-of-way or property line. **Conduits are required from each building site & multiple conduits may apply.**
- \* Commercial buildings with multiple "units" may require conduit(s) minimum 3/4" from main equipment entry point to termination point inside unit. Plenum type ceilings require conduits or flame retardant Teflon wiring to comply with code.
- A dedicated 110-volt, 20 amp circuit with a four way outlet to power external equipment for the site. For Commercial Application.
- Equipment rooms to have 3/4 inch 4'X8' sheet of plywood mounted on wall to receive telephone equipment.**
- A power ground accessible at equipment room or an insulated #6 from the service panel or power MGN to the backboard.**
- Residential wiring requires CAT5E wiring (4 or 6 Pair) twisted wire for Telephone and Data (industry standard).
- CATV inside wiring will be RG6 foil wrapped 66% braid minimum, home run to each outlet.**
- All interior wiring should be pulled to the area immediately adjacent to the plywood backboard or power meter location. A minimum of 5' of slack is required for terminations.
- A 120 AC 15 A dedicated power outlet is to be located in the service yard to supply AC power to the ONU. Power to the ONU will be provided through a Pull Out Disconnected Switch, manufactured by Square D Company, or equivalent. The Horsepower Rating for the disconnect switch is 240VAC max, 60A, not fusible.
- Easements are required.

\* Commercial projects require pre-construction meeting with Telco/CATV Company to review requirements.

I understand and agree to provide or meet the application and project requirements as stated above and to inform the contractor/builder of these requirements. I understand that if the project design changes or the proposed start date is delayed by nine (9) months or more, that I must submit a new application. All costs incurred by TELCO resulting from any requested change or failure to comply with minimum requirements, shall be borne by the Developer. **Non-recurring charges to offset construction costs may apply to certain projects.**

	1/13/2022	<i>Rodney Cannon</i>	01/15/2022
Applicant/f	Date	Engineering Services Representative	Date



Grantee agrees to maintain all Systems, including cables, wires, poles, pedestals and other usual fixtures and appurtenances in good condition, and Grantee shall repair and restore any damage to Grantor's real or personal property, restore all paving resulting from Grantee's construction, installation and/or maintenance of the Systems, or any use or presence surrounding the Property.

Grantor reserves the right to grant other easements or rights-of-ways upon, over across, through or under the easement property for utility, access or other purposes which do not unreasonably interfere with Grantee's easement hereunder. Grantor further reserves the right to construct any manner of things, including, but not limited to, roads, landscaping and signage or other items upon, over, across, through and under the Grantee's Systems, which do not unreasonably interfere with Grantee's easement hereunder.

Grantor further grants and conveys to Grantee the right, from time to time, to trim trees and underbrush that create obstructions to the non-exclusive utilization of the easement by Grantee; provided, however, any damage to the Property of Grantor caused by Grantee in maintaining or repairing said lines shall be borne by Grantee; provided, further, however, the Grantor shall have the right to request relocation of any underground facility from time to time at Grantor's expense; provided that such relocation continues to afford Grantee the use of Conduit System(s) on the Property.

It is specifically agreed that all Systems Facilities shall be located underground, with the exception of those pedestals and other fixtures that are necessary and are designed for above-ground location.

NOW THEREFORE, Grantor hereby warrants and represents that it is the fee simple owner of the Property and has the right and authority to make this Grant of easement. Grantor further covenants, that Hargray Communications Group, Inc., and its affiliates, success and assigns, subject to the terms and conditions of this instrument, shall peaceably and quietly enjoy the use of the easement herein granted in perpetuity without hindrance, objection or molestation.

The words "Grantor" and "Grantee" shall include their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Easement to be duly executed the day and year first above written.

WITNESSES:

GRANTOR: \_\_\_\_\_

\_\_\_\_\_  
First Witness

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

\_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Second Witness/Notary Public

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF \_\_\_\_\_         )

**PROBATE**

**PERSONALLY** appeared before me the undersigned witness, and made that s/he saw  
the        **within**        **named** \_\_\_\_\_,        **by**  
\_\_\_\_\_, its \_\_\_\_\_, sign and seal and deliver the within  
written instrument, and that s/he with the other witness, whose signature appears above,  
witnessed the execution thereof.

\_\_\_\_\_ )  
First Witness

**SWORN TO** before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**  
Easement and Access Area

All that certain piece, parcel, or tract of land containing (fill in legal)

This being the same property, or a portion thereof, as described by Deed (fill in derivation)

(Add Tax Map number)

**EXHIBIT N  
ARCHAEOLOGICAL REPORT**



January 24, 2022

Mr. Peter Zadoretzky  
Conduit Street Partners, LLC  
59 Franklin Street  
Annapolis, MD 21301

Re: *Archaeological Investigations, 38.84 Acre Parcel, Jasper County, SC. PIN No. 041-00-03-030*

Dear Mr. Zadoretzky,

Reference is made to the above reference parcel in Jasper County, South Carolina. An archival literature review and Phase II evaluative testing, which included background research, field investigations, and laboratory analyses using methods as prescribed by the Council of South Carolina Professional Archaeologists, has been conducted by Brockington and Associates (Brockington) which have determined that the three sites recorded in the South Carolina ArchSite database on the subject parcel are not eligible for the National Register of Historic Places (NRHP). Heretofore, two of the three sites, (38JA50 and 39JA165) had been previously listed as not eligible for the NRHP. Further evaluative testing and investigations were conducted for Site 38JA51 to definitively determine its NRHP eligibility status. Based on our Phase II evaluative investigations and laboratory analyses, we have determined that Site 38JA51 is also not eligible for the NRHP. Additional management considerations of all three sites (38JA50, 38JA51, and 38JA165) are not warranted. Brockington will soon be providing a detailed management summary of our work and conclusions. Our detailed technical report required to be submitted to the South Carolina State Historic Preservation Office and OCRM remains a work in progress and will be completed on or about early March 2022 a copy of which will be provided to you for your review and records.

Please feel free to contact me at 912-233-2550 or alexsweeney@brockingtoncrm.com if you have any questions regarding this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Sweeney". The signature is stylized and written in a cursive-like font.

Alex Sweeney  
Branch Manager and Senior Archaeologist  
Brockington and Associates, Inc.  
31 Park of Commerce Way, Suite 200A  
Savannah, Georgia 31405



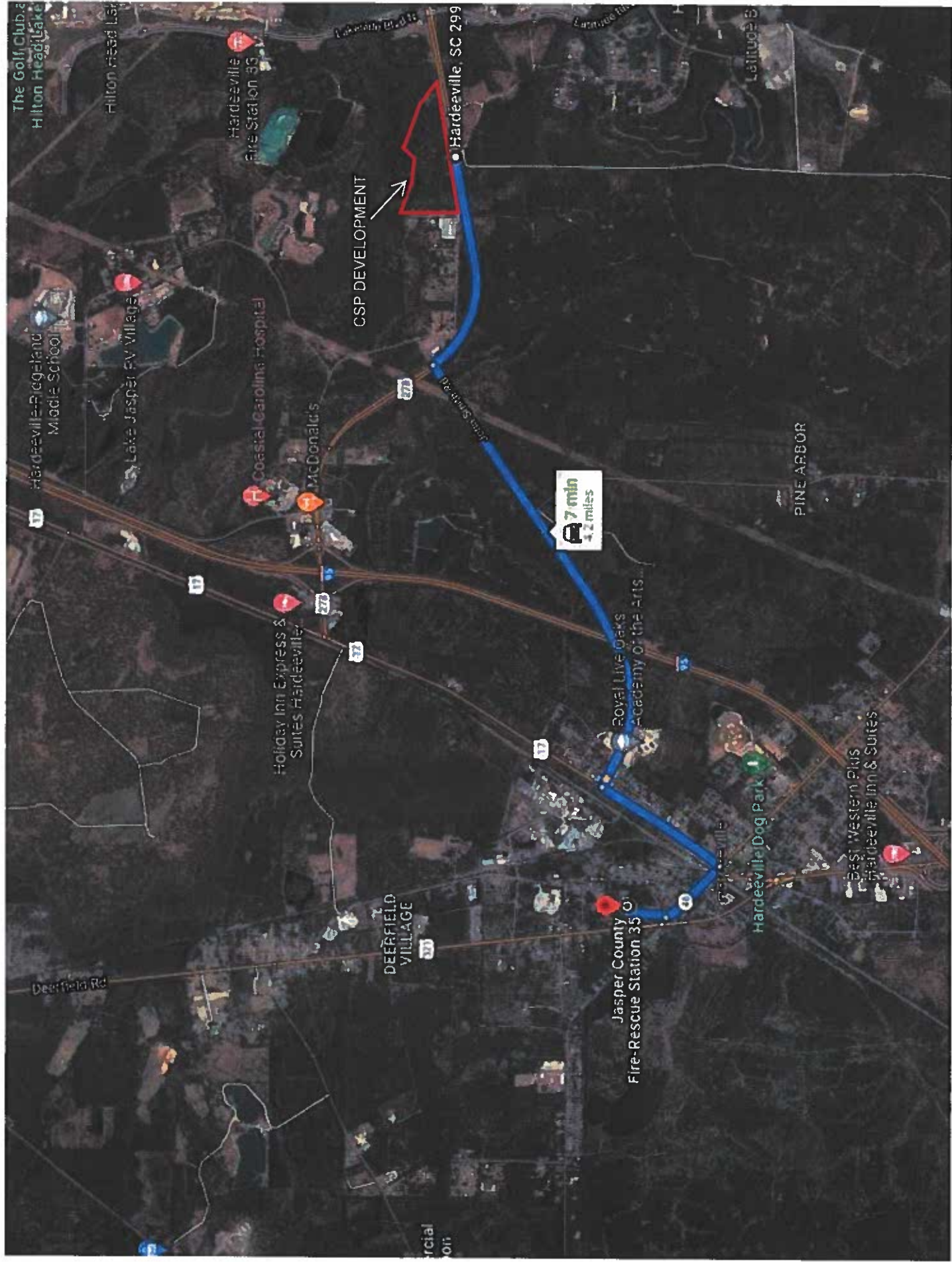


**EXHIBIT P - FIRE STATION AND EMS LOCATIONS**



**FIGURE 94 TO ACR DEVELOPMENT**

# EXHIBIT P - FIRE STATION AND EMS LOCATIONS



## FIRE STATION 35 TO CSP DEVELOPMENT

# THOMAS & HUTTON

50 PARK OF COMMERCE WAY | SAVANNAH, GA 31405  
912.234.5300 | WWW.THOMASANDHUTTON.COM

## MEMORANDUM

**TO:** Lisa Wagner, Jasper County Director of Planning & Building  
**FROM:** Doyle Kelley, P.E.  
**DATE:** February 10, 2022  
**RE:** Trip Generation Calculations for CSP Planned Development District J-30007.0000

---

### Introduction

This memorandum shows the traffic generated for the approximately 39-acre tract located in Jasper County, South Carolina on Independence Boulevard (US 278). An application to remove the change the current zoning from Rural Preservation (RP), will be filed with Jasper County, SC. The newly proposed development includes 157 single-family detached homes, 60 single-family attached homes, and 48 townhomes in addition to a clubhouse, pool house, and multipurpose lawn. The current zoning currently allows for 31 single family dwelling units.

### Existing Conditions

US 278 is a four-lane, principal arterial roadway with a grass center median and a posted speed limit of 60-mph near the project site. Brickyard Road is a two-lane, major collector with no posted speed limit. The site is located north of US 278 and approximately a mile east of the intersection with John Smith Road. The ADT of US 278 was 30,000 in 2019.

### Trip Generation

The current Conceptual Master Plan proposes a residential development with a density of 7.3 dwelling units per acre. Below are the trips generated for the site on a daily, AM peak, and PM peak basis compared to the maximum of 31 single family dwelling units with current Rural Preservation zoning.

### **Current Zoning – 31 Single Family units**

Daily = 31 units x 9.43 trips/unit = 292 trips  
AM peak = 31 units x 0.70 trips/unit = 22 trips (6 entering, 16 exiting)  
PM peak = 31 units x 0.94 trips/unit = 29 trips (18 entering, 11 exiting)

### **Proposed Zoning**

#### 157 Single Family Detached units

Daily = 157 units x 9.43 trips/unit = 1481 trips  
AM peak = 157 units x 0.70 trips/unit = 110 trips (29 entering, 81 exiting)  
PM peak = 157 units x 0.94 trips/unit = 148 trips (93 entering, 55 exiting)

#### 60 Single Family Attached units

Daily = 60 units x 7.20 trips/unit = 432 trips  
AM peak = 60 units x 0.48 trips/unit = 29 trips (9 entering, 20 exiting)  
PM peak = 60 units x 0.57 trips/unit = 34 trips (19 entering, 15 exiting)

Memorandum to  
Lisa Wagner  
February 10, 2022  
Page 2

48 Multi-Family units (Low-Rise)

Daily = 48 units x 6.74 trips/unit = 324 trips

AM peak = 48 units x 0.40 trips/unit = 19 trips (5 entering, 14 exiting)

PM peak = 48 units x 0.51 trips/unit = 124 trips (15 entering, 9 exiting)

The above trip calculations are based on the ITE Trip Generation Manual, 11<sup>th</sup> edition. Single-Family Detached Housing consists of any single-family detached home on an individual lot. Single-Family Attached Housing consists of any single-family that shares a wall with an adjoining dwelling unit, whether the walls are for living space, a vehicle garage, or storage space. The Multi-Family Low-Rise housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and that have two or three floors.

Trip Distribution

The primary site trip distribution patterns are assumed the same as the data collected at SCDOT Count Station #0067 on US 278, which is located at the project site location. The distribution assumptions are estimated as follows:

- 15% will use the Brickyard Road access
  - 8% to/from the east
  - 7% to/from the west
- 70% will use the main access
  - 30% to/from the east
  - 30% to/from the west
- 15% will use the eastern access
  - 8% to/from the east
  - 7% to/from the west

Proposed Accesses & Possible Improvements

There are three proposed access points along US 278. The first access will tie into the existing Brickyard Road intersection to the west of the site. US 278 has an existing median break and eastbound left turn lane. The second access will serve as the main entrance to the site using an existing median break and left turn lane into the site. The final entrance will be a full access utilizing the existing left in, left out median break and is located approximately 2500' east of US 278 & Brickyard Road intersection and 1000' from the main access, which meets SCDOT spacing requirements. For a development this size, a right turn lane is likely needed at the main access and a left and right turn lane at the eastern access. Existing left turn lengths and right turn lane volume requirements will need to be verified upon a more detailed analysis.

Note, with US 278 traffic volumes nearing capacity, Jasper County has set aside funds to widen from four lanes to six travel lanes from I-95 to SC 141 as discussed at the Jasper County Council meeting dated December 6, 2021 (see attached excerpt). The rezoning of this parcel for the proposed development is consistent with the County's plan to widen US 278.

# EXHIBIT B CONCEPTUAL MASTER PLAN



**Site Analysis**  
 Site Area: 38.94 acres  
 Wetlands: 1.73 acres  
 Gain Pond: 0.59 acres  
 Proposed Density: 265 Units

**Reference Information**  
 Parcel 3 "A"  
 Plat Book 18, Page 146  
 Tax Parcel: I.D. 041-00-03-030

U.S. Highway 278 - Independence Boulevard  
 Right-of-Way Varies

**SYMBOL:** **TYPE:**



Natural Areas (Wetlands & Woodlands), Landscaped Areas, Parks, and Required Buffer Areas

**ACREAGE:**

+/- 12.75 Acres (+/- 32.83% Site)



Recreational Areas (Includes Clubhouse, Pool, and Pool House)

**SYMBOL:** **TYPE:**



Stormwater BMPs

**ACREAGE:**

+/- 2.21 Acres (+/- 5.69% Site)

**TOTAL OPEN SPACE:** +/- 14.09 Acres  
(+/- 45.42% Site Area)



**WOOD PARTNERS**  
LANDSCAPE ARCHITECTURE  
LAND PLANNING

**CSP SINGLE FAMILY DEVELOPMENT - OPEN SPACE & STORMWATER BMPs CALCULATIONS**  
Jasper County, SC  
04-21-2022

**CSP SINGLE FAMILY DEVELOPMENT - OPEN SPACE & STORMWATER BMPs CALCULATIONS**



SCALE 1" = 200'-0"



This plan is conceptual in nature & subject to change.  
It is not intended to be used for construction purposes.  
Drawn: Environmental Design Firm, Inc. Date: April 21, 2022. Printed By: Universal Center



SECTION I  
 SCALE 1/8" = 1'-0"

SECTION IS CONCEPTUAL AND SUBJECT TO CHANGE



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# AGENDA ITEM:

## XI-B

Ordinance item B

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE O-2022-14**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

**APPROVING A DEVELOPMENT AGREEMENT FOR CONDUIT STREET PARTNERS, LLC PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT 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, Conduit Street Partners, LLC, by virtue of a contract to purchase, has an equitable interest in certain lands suitable for development, as more fully identified in the attached Exhibit A, consisting of 38.84 acres, more or less; and

WHEREAS, pursuant to the Act, 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, subject to the successful sale of the Property to Conduit Street Partners, LLC, 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 Conduit Street Partners, LLC, the form of which is attached hereto as Exhibit A; 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, her 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. **However, it is specifically recited that the provisions of the Development Agreement are expressly intended for the benefit of the Owner/Developer Conduit Street Partners. To the extent the Property is not conveyed to the Owner/Developer by the current legal owner by June 30, 2023, then the Development Agreement shall be void, regardless of any execution by the Council Chairman and delivery by the County Administrator on behalf of the County.**

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: \_\_\_\_\_  
**Barbara Clark, Chairperson**

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons, Clerk to Council**

**Ordinance: O-2022-14**

**First Reading: 05.02.2022**

**Second Reading: 05.16.2022**

**Public Hearings: 05.16.2022; 06.06.2022 and 06.27.2022**

**Third Reading and Adoption: 06.27.2022**

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**  
Conduit Street Partners, LLC Development Agreement

# AGENDA ITEM:

## XI-C

Ordinance item C

**\*\* Note this item is for Public Hearing Only\*\***

No vote will be taken

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# AGENDA ITEM:

## XI-D

Ordinance item D

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE 2022-\_\_**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

**APPROVING A DEVELOPMENT AGREEMENT FOR HCP PARTNERS, LLC (MCGRAW PROPERTIES, LLC AND TERRY R. LEE, OWNERS) STREET PARTNERS, LLC PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT 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, Conduit Street Partners, LLC, by virtue of a contract to purchase, has an equitable interest in certain lands suitable for development, as more fully identified in the attached Exhibit A, consisting of 38.84 acres, more or less; and

WHEREAS, pursuant to the Act, 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, subject to the successful sale of the Property to HCP Partners, LLC, 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 HCP Partners, LLC, the form of which is attached hereto as Exhibit A; 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, her 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. **However, it is specifically recited that the provisions of the Development Agreement are expressly intended for the benefit of the Owner/Developer HCP Partners, LLC. To the extent the Properties are not conveyed to the Owner/Developer by the current legal owner by \_\_\_\_\_, 2022, then the Development Agreement shall be void, regardless of any execution by the Council Chairman and delivery by the County Administrator on behalf of the County.**

3. 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: \_\_\_\_\_  
**Barbara Clark, Chairperson**

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons, Clerk to Council**

**First Reading:** 06.27.2022

**Second Reading:** \_\_\_\_\_

**Public Hearings:** \_\_\_\_\_ and \_\_\_\_\_

**Third Reading and Adoption:** \_\_\_\_\_

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**  
Conduit Street Partners, LLC Development Agreement

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# AGENDA ITEM:

## XI-E

Ordinance item E

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE \_\_\_-2022-\_\_\_**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

AUTHORIZING AND APPROVING THE DEVELOPMENT OF A JOINTLY OWNED AND OPERATED MULTI-COUNTY INDUSTRIAL/BUSINESS PARK IN CONJUNCTION WITH HAMPTON COUNTY (THE "PARK"), SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY (THE "COUNTY") AND ESTABLISHED PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED (THE "ACT"); PROVIDING FOR A WRITTEN PARK AGREEMENT WITH HAMPTON COUNTY TO PROVIDE FOR THE EXPENSES AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXES FOR THE PARK; PROVIDING FOR THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES BY HCP PARTNERS, LLC, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE "COMPANY") IN THE COUNTY (THE "PROJECT") TO BE INCLUDED IN THE PARK; PROVIDING FOR THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and the Act to enter into a multi-county industrial/business park in order to afford certain enhanced income tax credits to investors;

WHEREAS, the Company proposes to establish the Project at one or more locations in the County (the "Project Site");

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Act, real and personal property having situs in a multi-county industrial park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equal to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such park and such exemption;

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Act, the County and Hampton County desire to jointly develop the

Jasper-Hampton Park (HCP Partners, LLC) by entering into an Agreement for Development of a Joint County Industrial and Business Park (the “Jasper-Hampton Park Agreement (HCP Partners, LLC)”), the form, terms, provisions and conditions of which are presented to this meeting and filed with the Clerk to Council;

WHEREAS, the County has determined it will be beneficial to the County to include all the real property to be established and/or expanded at the Project Site within the boundaries of the Park, and the County has determined to maintain the Project Site within the boundaries of the Park, or a replacement or successor multi-county industrial/business park, for a period of time; and

WHEREAS, it appears the Jasper-Hampton Park Agreement (HCP Partners, LLC) now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

Section 1. The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park as more fully provided for in the Jasper-Hampton Park Agreement (HCP Partners, LLC). With respect to properties located in the Jasper County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Jasper County. That portion of such fee allocated pursuant to the Jasper-Hampton Park Agreement (HCP Partners, LLC) to Hampton County shall be thereafter paid by the Treasurer of Jasper County to the Treasurer of Hampton County. With respect to properties located in the Hampton County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Hampton County. That portion of such fee allocated pursuant to the Jasper-Hampton Park Agreement (HCP Partners, LLC) to Jasper County shall thereafter be paid by the Treasurer of Hampton County to the Treasurer of Jasper County. The provisions of Section 12-2-90 of the Code, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 2. The County will use its best efforts to ensure that the Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Act and Article VIII, Section 13(D) of the State Constitution on terms which allow the Company to seek from the State any additional jobs creation tax credits for the Project afforded by the laws of the State for projects located within multi-county industrial parks and on terms, and for a duration, which facilitate, the County’s provision, and the Company’s receipt, of any additional job creation tax credits.

Section 3. Revenue Allocation within the County

With respect to the revenues received and retained by Jasper County pursuant to the Jasper-Hampton Park Agreement (HCP Partners, LLC), which relate to the County’s 2023 tax period and each tax period thereafter the revenues shall be distributed in accordance with the attached **Exhibit A.**

Section 4. The form, provisions, terms, and conditions of the Jasper-Hampton Park Agreement (HCP Partners, LLC) presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Jasper-Hampton Park Agreement (HCP Partners, LLC) were set out in this Ordinance in their entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute Jasper-Hampton Park Agreement (HCP Partners, LLC) in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Jasper-Hampton Park Agreement (HCP Partners, LLC) to the Company and Hampton County. The Jasper-Hampton Park Agreement (HCP Partners, LLC) is to be in substantially the form now before this meeting and is hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Jasper-Hampton Park Agreement (HCP Partners, LLC) now before this meeting.

Section 5. The Chairman of the Council, the County Administrator, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Jasper-Hampton Park Agreement (HCP Partners, LLC).

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and provisions hereunder.

Section 7. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]

Enacted and approved, in a meeting duly assembled, this \_\_\_ day of \_\_\_\_\_, 2022.

JASPER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Barbara Clark, Chairperson, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Wanda Simmons, Clerk to County Council  
Jasper County, South Carolina

First Reading: June 27, 2022  
Second Reading: **[July 18]**, 2022  
Public Hearing: **[July 18]**, 2022  
Third Reading: **[August 1]**, 2022



### Exhibit A Revenue Distribution

For fee in lieu of tax revenues Jasper County ("County") receives as the host county in a joint county industrial and business park there shall first be deducted any special source revenue credits.

After making the deduction of special source revenue credits, the County shall distribute 1% to any companion County.

The amount of revenues the County receives after making the deduction of special source revenue credits and the distribution of 1% to any companion county ("Retained Revenues") shall be distributed as follows:

- FIRST: 10% of the Retained Revenues shall be distributed to the County's Commercial Development Fund;
- SECOND: For reimbursement of the County for any expenditures made to attract to and locate any particular property in the joint county industrial and business park;
- THIRD: To the Taxing Entities, where "Taxing Entities" are those entities within the County which, as of the date of the agreement establishing the joint county industrial and business park, have taxing jurisdiction over the property to be located in such joint county industrial and business park, and no others, in the same ratio as each Taxing Entity's millage bears to the aggregate millage of all Taxing Entities in any given year.

For Example:

Assuming a special source revenue credit of 15%, fee in lieu of tax revenues of \$1000 and expenditures by the County of \$100, the revenues shall be distributed as follows:

First, \$150 is deducted leaving \$850.

Next, 1% of the \$850 is distributed to the companion county. 1% of \$850 is \$8.50 leaving \$841.50 in Retained Revenues.

Next, 10% of the Retained Revenues is distributed to the County's Commercial Development Fund. 10% of \$841.50 is \$84.15 leaving \$757.35

Next, \$100 is distributed to the County to reimburse the County for expenditures leaving \$657.35.

Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.

STATE OF SOUTH CAROLINA )  
COUNTY OF JASPER ) **AGREEMENT FOR DEVELOPMENT OF A**  
COUNTY OF HAMPTON ) **JOINT COUNTY INDUSTRIAL AND**  
) **BUSINESS PARK (HCP PARTNERS, LLC)**  
) **(JASPER COUNTY/HAMPTON COUNTY**  
) **PARK)**

**THIS AGREEMENT** for the development of a joint county industrial and business park to be located within Jasper County and Hampton County is made and entered into as of [August 1], 2022, by and between Jasper County, South Carolina (“Jasper County”) and Hampton County, South Carolina (“Hampton County”).

**RECITALS**

**WHEREAS**, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. [XX]-2022-[XX], enacted by Jasper County Council on [August 1], 2022, and Ordinance No. \_\_\_\_\_, enacted by Hampton County Council on \_\_\_\_\_, 2022, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be developed in Jasper County and Hampton County a joint county industrial and business park (the Jasper County/Hampton County Park (HCP Partners, LLC), referred to herein as the “Park”), to be located upon property more particularly described in **Exhibit A (Jasper Property)** and **Exhibit B (Hampton Property)** hereto; and

**WHEREAS**, as a consequence of the development of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

**NOW, THEREFORE**, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Hampton County, their successors and assigns.
2. **Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and

for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

**3. Location of the Park.**

(A) As of the original execution and delivery of this Agreement, the Park initially consists of property that is located in Jasper County and which is now or is anticipated to be owned and/or operated by HCP Partners, LLC, McGraw Properties, LLC, and/or Terry R. Lee (collectively, the "Company"), as more particularly described in Exhibit A (Jasper Property) hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by unilateral ordinance of the county council of the County in which the property to be added to the Park is located. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Jasper Property) or a revised Exhibit B (Hampton Property) which shall contain a legal description of the boundaries of the Park within Jasper County or Hampton County, as the case may be, as enlarged or diminished, together with a copy of the ordinance of the county council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by the respective county council of an ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by such county council. Notice of such public hearing shall be published in a newspaper of general circulation in the respective county at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

**4. Fee in Lieu of Taxes.** Pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* taxes) equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

**5. Allocation of Expenses.** Jasper County and Hampton County shall bear expenses incurred in connection with the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance and promotion of the Park, in the following proportions:

If the property is located in the Jasper County portion of the Park:

- A. Jasper County                    100%
- B. Hampton County                0%

If the property is located in the Hampton County portion of the Park:

- A. Jasper County                    0%
- B. Hampton County                100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

**6. Allocation of Revenues.**

Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed in accordance with the attached **Exhibit C**.

**7. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code.**

It is hereby agreed that the entry by Jasper County into any one or more fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Jasper County portion of the Park and the terms of such agreements shall be at the sole discretion of Jasper County. It is further agreed that entry by Hampton County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Hampton County portion of the Park and the terms of such agreements shall be at the sole discretion of Hampton County.

**8. Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Jasper County and Hampton County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to **Section 6** and **Section 7** of this Agreement.

**9. Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Jasper County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Jasper County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Hampton County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Hampton County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality’s applicable ordinances and regulations shall apply.

10. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Jasper County is vested with the Sheriff's Office of Jasper County, for matters within their jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Hampton County is vested with the Sheriff's Office of Hampton County, for matters within their jurisdiction. If any of the Park properties located in either Jasper County or Hampton County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

11. **Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

12. **South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by, and construed in accordance with South Carolina law.

13. **Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

14. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

15. **Term; Termination.** This Agreement shall extend for a term of twenty (20) years from the effective date of this Agreement, or such later date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Jasper County or Hampton County has outstanding contractual covenants, commitments or agreements to any owner or lessee of Park property, including, but not limited to the Company, to provide, or to facilitate the provision of incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless Jasper County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[End of Agreement – Execution Page to Follow]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

JASPER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Barbara Clark, Chairperson, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Wanda Simmons, Clerk to County Council  
Jasper County, South Carolina

*[signature page 1 to Agreement for Development of a Joint County Industrial and Business Park (HCP Partners, LLC) (Jasper County/Hampton County Park)]*

HAMPTON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Charles H. Phillips, Chairman of County Council  
Hampton County, South Carolina

(SEAL)

Attest:

By: \_\_\_\_\_  
Aline Newton, Clerk to County Council  
Hampton County, South Carolina

*[signature page 2 to Agreement for Development of a Joint County Industrial and Business Park (Project HCP Partners, LLC) (Jasper County/Hampton County Park)]*

**Exhibit A (Jasper Property)**

**Jasper County Property**

**McGraw Tract**

ALL that certain piece, parcel or lot of land situate, with improvements thereon, located in Jasper County, South Carolina, containing 34.170 Acres, more or less, as more particularly shown and described on a plat entitled "A Boundary Survey of #9606, Speedway Boulevard" dated January 18, 2022, prepared by Atlas Surveying, Inc., certified by Jeremy W. Reeder, P.L.S. (S.C. #28139), and recorded in the Office of the Register of Deeds for Jasper County, South Carolina in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ on \_\_\_\_\_ 2022. For a more detailed description as to metes and bounds, reference may be had to the above-mentioned Plat of record.

Jasper County TMP: 039-00-06-002

**Lee Tract**

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Jasper, containing 31.5 acres, more or less, and being bounded and described as follows: On the North for a distance of 1272.5 feet, more or less, by lands now or formerly of Williams and Huggins Union Bag Camp Paper Company; On the East for a distance of 1635.0 feet, more or less, by lands now or formerly of Wm. Into; On the South for a distance of 921.8 feet, more or less, by lands now or formerly of Wm. Into; and on the South and Southwest for a distance of 200 feet, more or less, and 500 feet, more or less, respectively by lands now or formerly of Woodall; and on the West for a distance of 514.4 feet, more or less, by the right-of-way of U.S. Hwy. 17. For a more particular description of metes, bounds and distances, reference is made to that certain Plat prepared by R. L. Sensenbach, R.L.S., dated August 1959 and recorded in the Office of the ROD for Jasper County in Plat Book 8 at Page 253. The metes, bounds and distances appearing on the aforementioned Plat are incorporated into this description by reference.

LESS AND EXCEPTING:

All that certain piece, parcel or tract of land, situate, lying and being in the State of South Carolina, County of Jasper, containing 3.0 acres, more or less, and being shown and described on that certain Plat prepared by Thomas G. Stanley, Jr., PLS for Terry R. Lee and Allene J. Lee, dated December 1, 1997 and recorded in the Office of the ROD for Jasper County, South Carolina, in Plat Book 23 at Page 61. The metes, bounds and distances appearing on the aforementioned Plat are incorporated herein by reference.

Jasper County TMP: 040-00-02-008



**Exhibit B (Hampton Property)**

**Hampton County Property**

The remainder of this page intentionally left blank

### Exhibit C Revenue Distribution

For fee in lieu of tax revenues Jasper County ("County") receives as the host county in a joint county industrial and business park there shall first be deducted any special source revenue credits.

After making the deduction of special source revenue credits, the County shall distribute 1% to any companion County.

The amount of revenues the County receives after making the deduction of special source revenue credits and the distribution of 1% to any companion county ("Retained Revenues") shall be distributed as follows:

- FIRST: 10% of the Retained Revenues shall be distributed to the County's Commercial Development Fund;
- SECOND: For reimbursement of the County for any expenditures made to attract to and locate any particular property in the joint county industrial and business park;
- THIRD: To the Taxing Entities, where "Taxing Entities" are those entities within the County which, as of the date of the agreement establishing the joint county industrial and business park, have taxing jurisdiction over the property to be located in such joint county industrial and business park, and no others, in the same ratio as each Taxing Entity's millage bears to the aggregate millage of all Taxing Entities in any given year.

For Example:

Assuming a special source revenue credit of 15%, fee in lieu of tax revenues of \$1000 and expenditures by the County of \$100, the revenues shall be distributed as follows:

First, \$150 is deducted leaving \$850.

Next, 1% of the \$850 is distributed to the companion county. 1% of \$850 is \$8.50 leaving \$841.50 in Retained Revenues.

Next, 10% of the Retained Revenues is distributed to the County's Commercial Development Fund. 10% of \$841.50 is \$84.15 leaving \$757.35

Next, \$100 is distributed to the County to reimburse the County for expenditures leaving \$657.35.

Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.

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# AGENDA ITEM:

## XI-F

Ordinance item F

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #2022 - \_\_\_\_\_**

**AN ORDINANCE OF  
JASPER COUNTY COUNCIL**

**To amend the Term of the Frampton Tract Development Agreement by granting a Second Five Year Renewal, modifying the Developer Fee Section, to make certain text amendments, and matters related thereto.**

**WHEREAS**, the Development Agreement for Frampton Tract (the "Development Agreement") was approved by Jasper County Council, as the governing body of Jasper County, South Carolina, on July 16, 2007, and is recorded in the Office of the Register of Deeds for Jasper County in Book 572 at Page 188; and

**WHEREAS**, the Development Agreement incorporated by reference the Planned Development District Concept Plan for the Frampton Tract (the "Development District"), both being adopted by Jasper County to permit and encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare, while promoting the certainty of the regulations governing development and the provision of necessary infrastructure as provided for by the South Carolina Local Government Development Act, Section 6-31-10, et. seq., of the Code of Laws of South Carolina, 1976, as amended; and

**WHEREAS**, thereafter, as noted in Jasper County Ordinance 2012-04, the Owner requested a renewal of the Term in accordance with Section III of the Development Agreement, and a five year renewal was granted and incorporated into the Renewal of Development Agreement (the "First Renewal") dated April 16, 2012, such being recorded in the ROD Office in Records Book 828 at Page 777; and

**WHEREAS**, Thereafter, pursuant to legislative action in 2010 and 2013, the South Carolina Legislature tolled the running of the term of certain permits, including Development Agreements, until December 31, 2017; and

**WHEREAS**, it appears that the First Renewal would expire on December 31, 2022, five years from the end of the aforementioned tolling period; and

**WHEREAS**, the Development Agreement contemplated two five year renewals of the Development Agreement absent a material breach of its terms and conditions;

**WHEREAS**, Jasper County has received a request from Point South Ventures, LLC, as owner of the properties governed by the Development District to amend the Development District to grant a second five year renewal, to amend the Developer Fee provisions, to make certain text amendments, , and matters related thereto; and

**WHEREAS**, after with public hearings properly noticed and held by the Jasper County Council; and

**WHEREAS**, after giving the matter consideration, Jasper County Council has determined to authorize that certain Second Renewal and Amendment to the Development Agreement for the Frampton Tract (the “Second Renewal and Amendment”) so as to 1) provide the term of the Development Agreement shall be renewed commencing on January 1, 2023 and expiring on December 31, 2027; 2) to incorporate the new Development Schedule attached thereto as Exhibit D; 3) by deleting Table \_\_\_ in its entirety, and substituting instead the Table \_\_\_ contained in the Second Renewal and Amendment; 4) deleting subsection (E)(vi) in its entirety and inserting instead “Intentionally Deleted” and adding a new subsection (E)(xi) as set forth in the Second Renewal and Amendment; and 5) to authorize appropriate text amendments in the Development Agreement to reflect and conform to the foregoing findings.

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

1. Copies of the Second Renewal and Amendment, the form of which has been presented to Jasper County Council during its consideration of this Ordinance, is duly approved and authorized under the terms of this Ordinance.
2. The Second Renewal and Amendment shall be executed and delivered on behalf of the County by the Chair of Jasper County Council (the “Chair”). Upon such execution, the Jasper County Council shall be timely informed of the execution of the Second Renewal and Amendment and informed as to any material deviation of terms in the current draft. The consummation of the transactions and undertakings described in the Second Renewal and Amendment, and such additional transactions and undertakings as may be determined by the Chair, in consultation with legal counsel to be necessary or advisable in connection therewith, are hereby approved.

3. This ordinance shall take effect immediately upon enactment by Jasper County Council.

**DONE AND ENACTED IN COUNCIL ASSEMBLED**, this \_\_\_th day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
**Barbara B. Clark**  
**Chairwoman**

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons**  
**Clerk to Council**

**ORDINANCE: # 2022-\_\_**

**First Reading: June 27, 2022**

**Public Hearing: \_\_\_\_\_**

**Second Public Hearing: \_\_\_\_\_**

**Second Reading: \_\_\_\_\_**

**Third Reading: \_\_\_\_\_**

**Adopted: \_\_\_\_\_**

\_\_\_\_\_  
Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**

This instrument prepared by:

Kevin E. Dukes  
Harvey & Battey, P.A.  
P.O. Drawer 1107  
Beaufort, South Carolina 29901

**SECOND RENEWAL AND AMENDMENT  
TO THE DEVELOPMENT AGREEMENT FOR THE FRAMPTON TRACT**

This SECOND RENEWAL AND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE FRAMPTON TRACT, made and entered into as of \_\_\_\_\_, 2022 (“Amendment”) by Point South Ventures, LLC, landowner (“Owner” or “PSV”) and Jasper County Council, as the governing body of Jasper County, South Carolina (“County”).

**RECITALS**

A. The Jasper County and Live Oak Group, a South Carolina limited liability company (“Live Oak”) and predecessor in interest to PSV, entered into that certain DEVELOPMENT AGREEMENT FOR FRAMPTON TRACT dated July 16, 2007, a copy of which is recorded in the office of the Register of Deeds for Jasper County, South Carolina (“ROD Office”) in Volume 572\_ at Page 188 (the “Development Agreement”) for the purpose of outlining agreed upon development for a certain tract of property described in the Development Agreement and located in the Point South area in northern Jasper County, South Carolina, commonly known as the Frampton Tract.

B. In addition to the Development Agreement, Live Oak and PSV entered into that certain “FRAMPTON TRACT PLANNED DEVELOPMENT DISTRICT AND CONCEPTUAL MASTER PLAN DATED APRIL 17, 2006, a copy of which was recorded in the ROD Office for Jasper County as part of the Development Agreement in Volume 572 at Page 125 (the “PDD”).

C. Thereafter, as noted in Jasper County Ordinance 2012-04, PSV succeeded to the interest of Live Oak, and requested a renewal of the Term in accordance with Section III of the Development Agreement, and a five year renewal was granted and incorporated into the Renewal of Development Agreement (the “First Renewal”) dated April 16, 2012, such being recorded in the ROD Office in Records Book 828 at Page 777; and

D. Thereafter, pursuant to legislative action in 2012 and 2013, the South Carolina Legislature tolled the running of the term of certain permits, including Development Agreements, until December 31, 2017; and

E. It appears that the First Renewal would expire on December 31, 2022, five years from the end of the aforementioned tolling period; and

F. The Development Agreement contemplated two five-year renewals of the Development Agreement absent a material breach of its terms and conditions;

G. Development of the Point South area, after an extended period of latency caused by the same factors included in the 2012 First Renewal, has been renewed and it is desirable to provide a second five year renewal (“Second Renewal”) beginning on January 1, 2023, and ending on December 31, 2027 for additional time be provided for this tract to be developed under the unified development plan provided in the PDD; and

H. Council also finds it appropriate to amend the Developer Fees payable under Section XI (G) to provide for a removal of certain fees for the initial commercial construction up to 1000,000 square feet, and a commensurate shifting of when the fees thereafter apply, as well as making other modifications to provide consistency with current development terminology and processes;

I. Pursuant to Section XV of the Development Agreement, modifications and amendments may be made upon written agreement of Owner and County.

NOW, THEREFORE, the parties, by and through their undersigned officers, do hereby declare that effective this \_\_\_ day of \_\_\_\_\_, 2022, the FRAMPTION TRACT DEVELOPMENT AGREEMENT shall hereby be amended by this Amendment, as follows:

#### AMENDMENT

1. SECTION II – DEFINITIONS shall be amended to add the following definition:

“**Civic Site**” means the property within the Development to be utilized as a civic services site, including such uses for fire, police, EMS, community facilities, or other public safety and support facilities.

2. SECTION II – DEFINITIONS shall be amended to amend the following definition:

“**Planned Unit Development**” or “**PDD Ordinance**” means Ordinance No. 06-07 dated August 18, 2007, as amended by Ordinance No. 2012-04 dated April 16, 2012, and thereafter amended by Ordinance No. O-2022-\_\_\_\_, dated \_\_\_\_\_, 2022.

3. SECTION III – TERM of the Development Agreement shall be amended such that the term of the Development Agreement shall be renewed commencing on January 1, 2023 and expiring on December 31, 2027

4. SECTION VI – DEVELOPMENT SCHEDULE, and Exhibit D conforming thereto shall be amended and restated to incorporate the new Development Schedule attached hereto as Exhibit D.

5. Section XI (G) - DEVELOPMENT FEES, shall be amended by deleting the Table included in XI (G)(i) in its entirety, and substituting instead the following Table:



6. SECTION XI - CONVEYANCES AND CONTRIBUTIONS shall be amended by deleting subsection (E)(vi) in its entirety and inserting instead “Intentionally Deleted” and adding a new subsection (E)(xi) reading as follows:

It is acknowledged that this Agreement originally provided for five different categories of Development Fees, and that each would be kept in separate interest bearing accounts. It is further acknowledged the County is in the process of restructuring certain categories of its Development Fees - i.e., Public Safety and Library proposed to be combined into a “Civic Fee,” and EMS and Fire Services perhaps being individual fees under Public Safety. It is agreed that in its sole discretion, Development Fees collected under the categories identified in this Agreement may be, at the sole discretion of the County, placed into such new categories as the County may put into place contemporaneously herewith or in the future.

7. Except for this Amendment, the Owner and County have not further supplemented, modified or amended the Development Agreement, and the Development Agreement, as amended by this Amendment, is in full force and effect as of the date hereof. In the event of any conflict between the provisions of the Development Agreement and those of this Amendment, the provisions of this Amendment shall govern.

[Remainder of Page Intentionally Left Blank]

WITNESS the following signature pursuant to due authority.

JASPER COUNTY, SOUTH CAROLINA

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Barabara B. Clark  
Its: Chair, Jasper County Council

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

CITY/COUNTY OF JASPER, to wit:

I hereby certify that B. Clark, Chairwoman of Jasper County Council, whose name is signed to the foregoing instrument or writing, has acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this \_\_\_ day of \_\_\_\_\_, 2022.

My commission expires: \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[SEAL]

WITNESS the following signature pursuant to due authority.

Witnesses: POINT SOUTH VENTURES, LLC  
By: Zinn Ventures, Its Manager

\_\_\_\_\_  
By: \_\_\_\_\_  
Tom Zinn, Manager of Zinn Ventures, LLC  
Its: President

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

CITY/COUNTY OF JASPER, to wit:

I hereby certify that Tom Zinn, Manager of Zinn Ventures, LLC, Manager of Point South Ventures, LLC, whose name is signed to the foregoing instrument or writing, has acknowledged the same before me in my jurisdiction aforesaid.

GIVEN under my hand this \_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public for South Carolina  
My commission expires: \_\_\_\_\_.

[SEAL]

**EXHIBIT D**

**NEW DEVELOPMENT SCHEDULE (REPLACEMENT TO EXHIBIT D)**

**[ATTACHMENT INCLUDED]**



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# AGENDA ITEM:

## XI-G

Ordinance item G

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**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE #O-2022-18**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To amend Chapter 27 of the County Code of Ordinances (Fees) to Authorize and Set Fees and Costs for the Coroner's Office and Matters Related Thereto.

**WHEREAS**, in furtherance of §17-5-100 of the Code of Laws of South Carolina (1976 as amended) and to provide certainty as to the amount of administrative and other costs for the Jasper County Coroner's Office, Jasper County Council desires to provide for certain fees and to be collected by the Coroner of Jasper County regarding certain services; and

**WHEREAS**, County Council, upon review and recommendation of the Coroner for Jasper County, and the recommendation of the County Administration, finds that the proposed fees for services are fair and reasonable, and within the range of fees and costs imposed by other counties in the State of South Carolina;

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

**Section 1.** The Jasper County Code of Ordinances, Chapter 27, FEES, is amended by adding a new Article II, *Fees and Costs for the Coroner's Office*, as follows:

**Section 27-10. Fees Established for the Jasper County Coroner's Office.**

(A) The county coroner shall charge a fee for the issuance of official reports to persons or companies having a material interest in any matter, such as investigative reports, autopsy reports, and toxicology reports provided by the coroner's office as follows:

Consult report \$50.00

Autopsy report \$100.00

Toxicology report \$25.00

Other reports \$10.00 for each first page and \$0.50 for each additional page

No fees shall be charged to the next of kin of persons who are the subject of such reports or law enforcement agencies.

- (B) The coroner's office shall charge a fee of \$20 for the issuance of a permit for the cremation of the body of any person who died in the county, pursuant to the provisions of S.C. Code § 17-5-310.
- (C) The county coroner shall charge \$15.00 per CD for photographs.
- (D) The county coroner shall charge a fee of \$1,000.00 for cost of cremation, transportation and administrative fees to take possession of remains of decedent that was deemed indigent at the time of death.
- (E) Indigent cases will be held at the holding facility of the coroner for a minimum of 30 days, to give time for family notification and/or to allow family time in which to obtain funds to make proper arrangements. After the passage of 30 days, the next of kin must sign an authorization for cremation. If there is no next of kin, the coroner shall sign the authorization for cremation. The coroner's office shall retain the cremains for a period of one year. If after this one-year time period the family would like to receive the cremains, they may do so by reimbursing the county in the amount \$1,000.

**Section 2. Severability.**

If any section, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence or phrase shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

**Section 3.** This Ordinance shall take effect upon approval by Council.

SIGNATURES AND ATTESTATION BEGIN ON FOLLOWING PAGE



\_\_\_\_\_  
**Barbara B. Clark**  
**Chairwoman**

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons**  
**Clerk to Council**

**ORDINANCE: O-2022-18**

**First Reading:** 06.06.2022

**Second Reading:** 06.27.2022

**Public Hearing:** \_\_\_\_\_

**Adopted:** \_\_\_\_\_

Reviewed for form by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**

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# AGENDA ITEM:

## XI-H

Ordinance item H

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**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE #O- 2022-\_\_\_\_\_**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

**TO AMEND CHAPTER 26 OF THE COUNTY CODE OF ORDINANCES (TAXATION) TO PROVIDE FOR THE REDUCTION IN VALUE OF A BOAT AND ITS MOTOR BY FORTY-TWO AND 75/100 PERCENT OF ITS FAIR MARKET VALUE FOR THE PURPOSE OF PERSONAL PROPERTY TAXATION (PROVIDING THAT THIS ORDINANCE DOES NOT APPLY TO BOATS OR WATERCRAFT WHICH ARE USED AS A PRIMARY OR SECONDARY RESIDENCE RECEIVING A 4% OR 6% TAX RATE), AND MATTERS RELATED THERETO**

**WHEREAS**, the South Carolina Code provides pursuant to Section 12-37-77(38)(b) that by ordinance, a governing body of a county may exempt from the property tax, forty-two and 75/100 percent of the fair market value of a watercraft and its motor. This exemption for a watercraft motor applies whether the motor is located in, attached to, or detached from the watercraft; and

**WHEREAS**, Jasper County is desirous to provide greater equity in its taxation of watercraft and motors thereto;

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

**NOW THEREFORE**, Jasper County hereby enacts an

**Section 1.** The Jasper County Code of Ordinances, Chapter 27, TAXATION, is amended by adding a new Section 26-8 under ARTICLE I, to be entitled "Reduction in value of a boat and its motor for the purpose of property taxation," as follows:

**Section 26-8. Reduction in value of a boat and its motor for the purpose of property taxation.**

Pursuant to S.C. Code Section 12-37-220(38)(b), forty-two and 75/100 percent of the fair market value of a watercraft and motor, not otherwise exempt from taxation, shall be exempt from taxation. This provision, relating to the watercraft's motor, applies whether the motor is located in, attached to, or detached from the watercraft. Provided, however: this ordinance does not apply to boats or watercraft which are used as a primary or secondary residence receiving a 4% or 6% tax rate.

**Section 2. Severability.**

If any section, clause, paragraph, sentence or phrase of this ordinance shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence or phrase is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence or phrase shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.

**Section 3.** This Ordinance shall take effect upon approval by Council.

SIGNATURES AND ATTESTATION BEGIN ON FOLLOWING PAGE

\_\_\_\_\_  
**Barbara B. Clark**  
**Chairwoman**

**ATTEST:**

\_\_\_\_\_  
**Wanda Simmons**  
**Clerk to Council**

**ORDINANCE:** \_\_\_\_-\_\_\_\_

**First Reading:** \_\_\_\_\_  
**Second Reading:** \_\_\_\_\_  
**Public Hearing:** \_\_\_\_\_  
**Adopted:** \_\_\_\_\_

Reviewed for form by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**

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# AGENDA ITEM:

## XI-I

Ordinance item I

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**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER  
Ordinance O-2022-17  
An Ordinance  
of Jasper County Council**

To provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1<sup>st</sup>, 2022 and ending June 30<sup>th</sup> 2023 and to make appropriations for said purposes; to adopt and approve the Jasper County capital and operations budget for fiscal year 2022-2023, to adopt and approve the Jasper County School District capital and operations budget for fiscal year 2022–2023; to provide for the levy of taxation for fiscal year 2022–2023; to limit the disbursements by the county treasurer to those appropriated by law; to provide that expenditures not exceed appropriations; to authorize tax anticipation notes; to make authorization of certain transfers; to provide for additional appropriations and borrowing; to codify Jasper County rates and fees; to provide for lapsing funds and continuing appropriations for subsequent years; to require certain agencies and departments to file accountings; to require the treasurer to sign general fund checks; to provide special rules for travel and training disbursements; to provide for travel reimbursements; to provide compliance with act no. 317 of 1990; to provide certain benefits to council members; to provide for county commission and committee stipends; to provide for jury mileage; to adopt property values; and to provide for effective date of this ordinance.

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

**SECTION 1. Appropriation for Jasper County Capital and General Operations Budget.** There is hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County Capital and Operational needs and for the purposes set forth for fiscal year 2022 – 2023:

**JASPER COUNTY  
CAPITAL AND GENERAL OPERATIONS BUDGET  
FISCAL YEAR 2022-2023**

<b>REVENUES</b>		<b>APPROPRIATIONS</b>	
County Property Tax Levy	\$ 25,334,153	Emergency Service	\$ 14,609,693
L.O.S.T. (Sales Tax)	\$ 4,005,970	Sheriff	\$ 7,439,268
Fee in Lieu	\$ 2,100,000	Detention	\$ 3,899,391
State Aid	\$ 1,223,407	Engineering Services and Solid Waste	\$ 3,190,025
Cash Carry Forward	\$ 3,250,000	Agency Appropriations	\$ 2,106,347
All Other Revenues	\$ 8,260,211	All Others	\$ 12,929,017
	-----		-----
<b>Total</b>	<b>\$ 44,173,741</b>	<b>Total</b>	<b>\$ 44,173,741</b>
County Debt Tax Levy	<u>\$ 2,512,481</u>	County Debt	<u>\$ 2,512,481</u>
<b>County Grand Total</b>	<b>\$ 46,686,222</b>	<b>County Grand Total</b>	<b>\$ 46,686,222</b>

The detailed Operations Budget containing line by line accounts by department and /or agency is hereby adopted as part of this Ordinance. Management of individual accounts for the functions of elected officials shall be the responsibility of that elected official.

**SECTION 2. Appropriation for Jasper County School District Capital and General Operations Budget.** There is hereby appropriated to the School Operations Budget the remaining non-appropriated funds collected through School District ad valorem taxation in Fiscal Year 2021-2022, which were in excess of School District funds appropriated by the FY 2021- 2022 budget ordinance. There is further hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County School District Capital and Operational needs and for the purposes set forth for fiscal year 2022 - 2023:



**JASPER COUNTY SCHOOL DISTRICT  
CAPITAL AND GENERAL OPERATIONS BUDGET  
FISCAL YEAR 2022-2023**

**REVENUES**

**APPROPRIATIONS**

<b>School Property</b>		<b>School District</b>	
<b>Operations Tax Levy</b>	<b>\$ 22,975,963</b>	<b>Operations Tax Levy</b>	<b>\$ 22,975,963</b>
<b>School Debt</b>	<b><u>\$ 3,530,853</u></b>	<b>School Debt</b>	<b><u>\$ 3,530,853</u></b>
<b>School Grand Total</b>	<b>\$ 26,506,816</b>	<b>School Grand Total</b>	<b>\$ 26,506,816</b>

**SECTION 3. Levy.** There is hereby levied upon the taxable property of Jasper County a sufficient number of mills by the County Council from assessment of the property therein which, together with fines, forfeitures and taxes collected by various tax offices and all income of the County shall raise the amount therein appropriated and for the purpose herein stated.

	<b>Millage</b>
County (less Emergency Services)	82.79
Emergency Services	57.21
County Debt	12.00
School	166.00
School Debt	<u>25.00</u>
Total Mills	343.00

Cherry Point Fire District 31.00

**SECTION 4. Disbursement by Treasurer.** The Treasurer is directed to disburse to or on behalf of the activities described in Sections 1 and 2 no more than the amount appropriated and to hold all additional revenues referred to herein and all revenues collected as a result of and through the levied millage, over and above the appropriations stated herein, in an interest bearing account of the County, pending future appropriation by the County Council. In the event that the actual collection of revenue shall be less than the appropriations made in Section 1 or 2, then appropriations shall be reduced to a sum equal to the amount of revenue actually collected.

**SECTION 5. Expenditures Not to Exceed Appropriations.** Expenditures shall not exceed appropriations without the consent of the County Council. County Council authorization to amend the budget shall be ratified by ordinance through a budget amendment.

**SECTION 6. Tax Anticipation Notes Authorized.** For the purpose of paying in cash for the foregoing and all other general ordinary County expenses for Fiscal Year 2022-

2023 as authorized by this ordinance or by any other appropriation ordinance hereafter passed in and for said fiscal year, the County Council of Jasper County is hereby authorized, empowered, and directed to borrow from time to time as may be necessary on the official note or notes of Jasper County, or other evidence or evidences of indebtedness, in anticipation of the collection of the taxes herein levied, provided that all loans made from private persons, firms, or corporations shall not exceed \$6,000,000 in the aggregate. Such borrowing shall be sold in such manner and upon such terms as the County Administrator shall deem in the best interest of Jasper County, upon the advice of the County's financial advisor and counsel. Such borrowing may take the form of a public or private sale, as deemed appropriate by the Administrator. Such sum or sums so borrowed shall constitute a valid and prior claim against the said taxes herein levied and against Jasper County, and shall also be secured by a pledge of the full faith, credit, and taxing power of Jasper County. The Administrator, and any other officers or staff of Jasper County as are deemed by the Administrator necessary or convenient to the accomplishment of the borrowing authorized herein, are hereby authorized to execute all agreements, contracts, certificates, undertakings, disclosures, and other documentation as is convenient or necessary to facilitate such borrowing.

**SECTION 7. Authorization of Transfer of Funds.** Each department head is permitted, subject to the County Administrator's (or his designee's) approval, to transfer appropriation(s) between object classifications codes within that department. Transfers from objects 2000 through 2080 (personnel codes) are not permitted under any circumstances without the approval of the County Administrator. The County Administrator is permitted, when it is in the best interest of the individual County departments or agencies, to transfer appropriations between departments (from one department to another department) and between the County's General Fund, Capital Projects Fund and Capital Improvements Fund (from one fund to another fund up to \$50,000).

**SECTION 8. Additional Appropriations and Borrowing.** If circumstances arise which, in the judgment of a majority of County Council, require the expenditure of a greater amount than herein above enumerated then the County Administrator shall have and is hereby given the right by this Ordinance to transfer funds between the County's General Fund, Special Revenue Funds, and Capital Projects Funds and may also appropriate available funds for a purpose not mentioned or referred to in this Ordinance, and the County Treasurer is authorized to borrow, if necessary, such amount as may be required to meet such increases or additional appropriations and may pledge the full faith and credit of Jasper County for the payment of the amount borrowed. Should actual funding sources be greater than projected in this Ordinance, the County Administrator may revise budgeted revenues and expenditures or direct the increase to be held for future year's disbursements.

**SECTION 9. Jasper County Rates and Fees.** The rates and fees attached hereto that are not included or provided for in either South Carolina law or other Jasper County law shall hereby be declared to be part thereof this Ordinance and shall be followed during implementation of the Fiscal Year 2022-2023 Budget for Jasper County.

**SECTION 10. Lapsing of Funds and Continuing Appropriations for Subsequent Year.** Budget appropriations of monies received by County departments and existing at

the close of the fiscal year shall revert to the appropriate fund of the County. Departments wishing to carry over appropriations into the next succeeding fiscal year must submit the request in writing to the County Administrator no later than August 1, 2022, for approval by the County Council. These carryovers must be for specific items budgeted in the 2021/2022 fiscal year for which unforeseen circumstances prevented the funds from being spent during the current year. Any “excess” funds accumulated at the end of the fiscal year shall be used only with the approval of County Council either to fund capital assets or other expenditures needed by the County or placed in the appropriate reserve fund by the County Administrator. Departments charged with the proper keeping and reporting of County accounts shall maintain both revenue and expenditure ledgers, and under no circumstances, except in such instances as over-payment errors, authorized transfers, or supplemental appropriations, shall entries except those enumerated in this Ordinance, be recorded on appropriations and/or expenditure ledgers.

Should the County Council in any subsequent year fail to enact an appropriation ordinance for Jasper County, the appropriation and tax levy herein set forth shall be the appropriation ordinance for such subsequent year for Jasper County.

**SECTION 11. Agencies and Departments to File Accounting.** Agencies or departments receiving appropriated funds under this ordinance, at the County Council’s request, shall file an accounting for use of such funds. This accounting shall be available for examination or inspection by the citizens of Jasper County.

**SECTION 12. Treasurer to Sign Checks.** The Jasper County Treasurer shall sign all general fund checks.

**SECTION 13. Special Rules for Travel and Training Disbursements.** The elected officials, appointed officials and/or department heads who receive an annual appropriation for travel and training shall be required to present an itemized statement and all appropriate receipts for reimbursement of the same. No official or department head shall be reimbursed in excess of their annual appropriation unless such expenditures are approved in advance by the County Administrator.

**SECTION 14. Travel Reimbursements.** All Jasper County employees who have reason to travel outside of Jasper County on official County business shall be reimbursed for same with respect to the County mileage rate which is based on the current IRS rate for mileage and the latest approved meal schedule ( breakfast \$10.00. lunch \$18.00 and dinner \$32.00). Per Diem can be paid in advance with proper documentation submitted to the finance office. All out of state travel must be approved in advance by the County Administrator.

**SECTION 15. Compliance with Act No. 317 of 1990.** Section I of the Fiscal Year 2022–2023 Budget Ordinance contains provisions for the rollback against County property tax of \$2,971,000 of local option sales tax revenue for the fiscal year 2022-2023. The \$2,971,000 meets or exceeds the amount required as rollback in Act No. 317, 1990 Acts and Joint Resolutions 1822. All other local option tax discount revenue shall become general fund expenditures, as budgeted in the Fiscal Year 2022-2023 Budget. The local option sales tax discount factor for Fiscal Year 2022-2023 shall be .0007 which determines

the amount of discount on individual tax bills. The factor was determined by using the formula prescribed by Act No. 317, 1990 Acts and Joint Resolutions 1822.

**SECTION 16. Council Member Benefits.** The Council Members wishing to be on the County Health Insurance Plan may do so under the same guidelines as the other County employees. Council Members, who do not choose to be on the County's Health Insurance Plan, may be compensated with additional benefits not to exceed the value of a County employee's health insurance benefit paid by the County. Additional benefits that may be offered in lieu of health insurance include, but are not limited to, life insurance, dental insurance, existing 401K, new 401K accounts, existing IRA accounts or new IRA accounts, deferred compensation and credit union. These benefits will be limited to those plans already in place by the County and the County Administrator will have full discretion as to which benefits are offered. These benefits may not be exchanged for monetary compensation under any circumstances.

**SECTION 17. Commission and Committee Stipends.** This budget ordinance limits the payment of stipends to members of the Jasper County Planning Commission to one stipend per month in the amount of \$100.00. These stipends shall be paid providing the member attends the scheduled meeting. A quorum of the committees must be in attendance at the scheduled meeting for the stipend to be paid. The Board of Assessment Appeals and the Board of Zoning Appeals members will be paid an annual stipend of \$500.00.

**SECTION 18. Juror Mileage.** The Clerk of Court is hereby authorized and required to reimburse jurors for mileage for each day's attendance upon court at the current IRS rate for mileage.

**SECTION 19. Property Values Adopted.** The property values established by the County Auditor, County Assessor and the South Carolina Department of Revenue, based on Dec. 31, 2021 valuation are adopted and ordered implemented for tax year 2022.

**SECTION 20. Effective Date.** This ordinance shall take effect on July 1, 2022.

**Jasper County Council**

BY:

\_\_\_\_\_  
**Barbara Clark, Chairman**

\_\_\_\_\_  
**Dr. Curtis Brantley, Vice Chairman**

\_\_\_\_\_  
**L. Martin Sauls IV, Councilman**

\_\_\_\_\_  
**Alvin Adkins, Councilman**

\_\_\_\_\_  
**John Kemp, Councilman**

ATTEST:

\_\_\_\_\_  
**Wanda Simmons,  
Clerk to Council**

**Ordinance: O-2022-17**  
**First Reading: 5/16/2022**  
**Second Reading: 6/06/2022**  
**Public Hearings: 6/06/2022**  
**Adopted: 06/06/2022**

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David Tedder**

\_\_\_\_\_  
**Date**

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER  
Ordinance O-2022-17  
An Ordinance  
of Jasper County Council**

To provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1<sup>st</sup>, 2022 and ending June 30<sup>th</sup> 2023 and to make appropriations for said purposes; to adopt and approve the Jasper County capital and operations budget for fiscal year 2022-2023, to adopt and approve the Jasper County School District capital and operations budget for fiscal year 2022–2023; to provide for the levy of taxation for fiscal year 2022–2023; to limit the disbursements by the county treasurer to those appropriated by law; to provide that expenditures not exceed appropriations; to authorize tax anticipation notes; to make authorization of certain transfers; to provide for additional appropriations and borrowing; to codify Jasper County rates and fees; to provide for lapsing funds and continuing appropriations for subsequent years; to require certain agencies and departments to file accountings; to require the treasurer to sign general fund checks; to provide special rules for travel and training disbursements; to provide for travel reimbursements; to provide compliance with act no. 317 of 1990; to provide certain benefits to council members; to provide for county commission and committee stipends; to provide for jury mileage; to adopt property values; and to provide for effective date of this ordinance.

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

**SECTION 1. Appropriation for Jasper County Capital and General Operations Budget.** There is hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County Capital and Operational needs and for the purposes set forth for fiscal year 2022 – 2023:

**JASPER COUNTY  
CAPITAL AND GENERAL OPERATIONS BUDGET  
FISCAL YEAR 2022-2023**

<b>REVENUES</b>		<b>APPROPRIATIONS</b>	
County Property Tax Levy	\$ 25,334,153	Emergency Service	\$ 14,609,693
L.O.S.T. (Sales Tax)	\$ 4,005,970	Sheriff	\$ 7,439,268
Fee in Lieu	\$ 2,100,000	Detention	\$ 3,899,391
State Aid	\$ 1,223,407	Engineering Services and Solid Waste	\$ 3,190,025
Cash Carry Forward	\$ 3,250,000	Agency Appropriations	\$ 2,106,347
All Other Revenues	\$ 8,260,211	All Others	\$ 12,929,017
	-----		-----
<b>Total</b>	<b>\$ 44,173,741</b>	<b>Total</b>	<b>\$ 44,173,741</b>
County Debt Tax Levy	<u>\$ 2,512,481</u>	County Debt	<u>\$ 2,512,481</u>
<b>County Grand Total</b>	<b>\$ 46,686,222</b>	<b>County Grand Total</b>	<b>\$ 46,686,222</b>

The detailed Operations Budget containing line by line accounts by department and /or agency is hereby adopted as part of this Ordinance. Management of individual accounts for the functions of elected officials shall be the responsibility of that elected official.

**SECTION 2. Appropriation for Jasper County School District Capital and General Operations Budget.** There is hereby appropriated to the School Operations Budget the remaining non-appropriated funds collected through School District ad valorem taxation in Fiscal Year 2021-2022, which were in excess of School District funds appropriated by the FY 2021- 2022 budget ordinance. There is further hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County School District Capital and Operational needs and for the purposes set forth for fiscal year 2022 - 2023:

**JASPER COUNTY SCHOOL DISTRICT  
CAPITAL AND GENERAL OPERATIONS BUDGET  
FISCAL YEAR 2022-2023**

**REVENUES**

**APPROPRIATIONS**

<b>School Property</b>		<b>School District</b>	
<b>Operations Tax Levy</b>	<b>\$ 22,975,963</b>	<b>Operations Tax Levy</b>	<b>\$ 22,975,963</b>
<b>School Debt</b>	<b><u>\$ 3,530,853</u></b>	<b>School Debt</b>	<b><u>\$ 3,530,853</u></b>
<b>School Grand Total</b>	<b>\$ 26,506,816</b>	<b>School Grand Total</b>	<b>\$ 26,506,816</b>

**SECTION 3. Levy.** There is hereby levied upon the taxable property of Jasper County a sufficient number of mills by the County Council from assessment of the property therein which, together with fines, forfeitures and taxes collected by various tax offices and all income of the County shall raise the amount therein appropriated and for the purpose herein stated.

	<b>Millage</b>
County (less Emergency Services)	<b>82.79</b>
Emergency Services	<b>57.21</b>
County Debt	12.00
School	166.00
School Debt	<u>25.00</u>
Total Mills	343.00
 Cherry Point Fire District	 31.00

**SECTION 4. Disbursement by Treasurer.** The Treasurer is directed to disburse to or on behalf of the activities described in Sections 1 and 2 no more than the amount appropriated and to hold all additional revenues referred to herein and all revenues collected as a result of and through the levied millage, over and above the appropriations stated herein, in an interest bearing account of the County, pending future appropriation by the County Council. In the event that the actual collection of revenue shall be less than the appropriations made in Section 1 or 2, then appropriations shall be reduced to a sum equal to the amount of revenue actually collected.

**SECTION 5. Expenditures Not to Exceed Appropriations.** Expenditures shall not exceed appropriations without the consent of the County Council. County Council authorization to amend the budget shall be ratified by ordinance through a budget amendment.

**SECTION 6. Tax Anticipation Notes Authorized.** For the purpose of paying in cash for the foregoing and all other general ordinary County expenses for Fiscal Year 2022-



2023 as authorized by this ordinance or by any other appropriation ordinance hereafter passed in and for said fiscal year, the County Council of Jasper County is hereby authorized, empowered, and directed to borrow from time to time as may be necessary on the official note or notes of Jasper County, or other evidence or evidences of indebtedness, in anticipation of the collection of the taxes herein levied, provided that all loans made from private persons, firms, or corporations shall not exceed \$6,000,000 in the aggregate. Such borrowing shall be sold in such manner and upon such terms as the County Administrator shall deem in the best interest of Jasper County, upon the advice of the County's financial advisor and counsel. Such borrowing may take the form of a public or private sale, as deemed appropriate by the Administrator. Such sum or sums so borrowed shall constitute a valid and prior claim against the said taxes herein levied and against Jasper County, and shall also be secured by a pledge of the full faith, credit, and taxing power of Jasper County. The Administrator, and any other officers or staff of Jasper County as are deemed by the Administrator necessary or convenient to the accomplishment of the borrowing authorized herein, are hereby authorized to execute all agreements, contracts, certificates, undertakings, disclosures, and other documentation as is convenient or necessary to facilitate such borrowing.

**SECTION 7. Authorization of Transfer of Funds.** Each department head is permitted, subject to the County Administrator's (or his designee's) approval, to transfer appropriation(s) between object classifications codes within that department. Transfers from objects 2000 through 2080 (personnel codes) are not permitted under any circumstances without the approval of the County Administrator. The County Administrator is permitted, when it is in the best interest of the individual County departments or agencies, to transfer appropriations between departments (from one department to another department) and between the County's General Fund, Capital Projects Fund and Capital Improvements Fund (from one fund to another fund up to \$50,000).

**SECTION 8. Additional Appropriations and Borrowing.** If circumstances arise which, in the judgment of a majority of County Council, require the expenditure of a greater amount than herein above enumerated then the County Administrator shall have and is hereby given the right by this Ordinance to transfer funds between the County's General Fund, Special Revenue Funds, and Capital Projects Funds and may also appropriate available funds for a purpose not mentioned or referred to in this Ordinance, and the County Treasurer is authorized to borrow, if necessary, such amount as may be required to meet such increases or additional appropriations and may pledge the full faith and credit of Jasper County for the payment of the amount borrowed. Should actual funding sources be greater than projected in this Ordinance, the County Administrator may revise budgeted revenues and expenditures or direct the increase to be held for future year's disbursements.

**SECTION 9. Jasper County Rates and Fees.** The rates and fees attached hereto that are not included or provided for in either South Carolina law or other Jasper County law shall hereby be declared to be part thereof this Ordinance and shall be followed during implementation of the Fiscal Year 2022-2023 Budget for Jasper County.

**SECTION 10. Lapsing of Funds and Continuing Appropriations for Subsequent Year.** Budget appropriations of monies received by County departments and existing at

the close of the fiscal year shall revert to the appropriate fund of the County. Departments wishing to carry over appropriations into the next succeeding fiscal year must submit the request in writing to the County Administrator no later than August 1, 2022, for approval by the County Council. These carryovers must be for specific items budgeted in the 2021/2022 fiscal year for which unforeseen circumstances prevented the funds from being spent during the current year. Any "excess" funds accumulated at the end of the fiscal year shall be used only with the approval of County Council either to fund capital assets or other expenditures needed by the County or placed in the appropriate reserve fund by the County Administrator. Departments charged with the proper keeping and reporting of County accounts shall maintain both revenue and expenditure ledgers, and under no circumstances, except in such instances as over-payment errors, authorized transfers, or supplemental appropriations, shall entries except those enumerated in this Ordinance, be recorded on appropriations and/or expenditure ledgers.

Should the County Council in any subsequent year fail to enact an appropriation ordinance for Jasper County, the appropriation and tax levy herein set forth shall be the appropriation ordinance for such subsequent year for Jasper County.

**SECTION 11. Agencies and Departments to File Accounting.** Agencies or departments receiving appropriated funds under this ordinance, at the County Council's request, shall file an accounting for use of such funds. This accounting shall be available for examination or inspection by the citizens of Jasper County.

**SECTION 12. Treasurer to Sign Checks.** The Jasper County Treasurer shall sign all general fund checks.

**SECTION 13. Special Rules for Travel and Training Disbursements.** The elected officials, appointed officials and/or department heads who receive an annual appropriation for travel and training shall be required to present an itemized statement and all appropriate receipts for reimbursement of the same. No official or department head shall be reimbursed in excess of their annual appropriation unless such expenditures are approved in advance by the County Administrator.

**SECTION 14. Travel Reimbursements.** All Jasper County employees who have reason to travel outside of Jasper County on official County business shall be reimbursed for same with respect to the County mileage rate which is based on the current IRS rate for mileage and the latest approved meal schedule ( breakfast \$10.00. lunch \$18.00 and dinner \$32.00). Per Diem can be paid in advance with proper documentation submitted to the finance office. All out of state travel must be approved in advance by the County Administrator.

**SECTION 15. Compliance with Act No. 317 of 1990.** Section I of the Fiscal Year 2022–2023 Budget Ordinance contains provisions for the rollback against County property tax of \$2,971,000 of local option sales tax revenue for the fiscal year 2022-2023. The \$2,971,000 meets or exceeds the amount required as rollback in Act No. 317, 1990 Acts and Joint Resolutions 1822. All other local option tax discount revenue shall become general fund expenditures, as budgeted in the Fiscal Year 2022-2023 Budget. The local option sales tax discount factor for Fiscal Year 2022-2023 shall be .0007 which determines

the amount of discount on individual tax bills. The factor was determined by using the formula prescribed by Act No. 317, 1990 Acts and Joint Resolutions 1822.

**SECTION 16. Council Member Benefits.** The Council Members wishing to be on the County Health Insurance Plan may do so under the same guidelines as the other County employees. Council Members, who do not choose to be on the County's Health Insurance Plan, may be compensated with additional benefits not to exceed the value of a County employee's health insurance benefit paid by the County. Additional benefits that may be offered in lieu of health insurance include, but are not limited to, life insurance, dental insurance, existing 401K, new 401K accounts, existing IRA accounts or new IRA accounts, deferred compensation and credit union. These benefits will be limited to those plans already in place by the County and the County Administrator will have full discretion as to which benefits are offered. These benefits may not be exchanged for monetary compensation under any circumstances.

**SECTION 17. Commission and Committee Stipends.** This budget ordinance limits the payment of stipends to members of the Jasper County Planning Commission to one stipend per month in the amount of \$100.00. These stipends shall be paid providing the member attends the scheduled meeting. A quorum of the committees must be in attendance at the scheduled meeting for the stipend to be paid. **The Board of Assessment Appeals and the Board of Zoning Appeals members will be paid an annual stipend of \$500.00.**

**SECTION 18. Juror Mileage.** The Clerk of Court is hereby authorized and required to reimburse jurors for mileage for each day's attendance upon court at the current IRS rate for mileage.

**SECTION 19. Property Values Adopted.** The property values established by the County Auditor, County Assessor and the South Carolina Department of Revenue, based on Dec. 31, 2021 **valuation are adopted and ordered implemented for tax year 2022.**

**SECTION 20. Effective Date.** This ordinance shall take effect on July 1, 2022.

**Jasper County Council**

BY:

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**Barbara Clark, Chairman**

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**Dr. Curtis Brantley, Vice Chairman**

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**L. Martin Sauls IV, Councilman**

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**Alvin Adkins, Councilman**

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**John Kemp, Councilman**

**ATTEST:**

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**Wanda Simmons,  
Clerk to Council**

**First Reading: 5/16/2022**  
**Second Reading: 6/06/2022**  
**Public Hearings: 6/06/2022**  
**Adopted:**

Reviewed for form and draftsmanship by the Jasper County Attorney.

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**David Tedder**

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**Date**