



DUE TO THE COVID-19 CONSIDERATIONS, Council Chambers is open with limited accessibility. Council Meetings and Public Meetings are open to public 20% capacity of Council Chambers. All guests will practice physical distancing as recommended. Citizens are encouraged to watch the meetings from home.

Watch Live via YouTube at:

https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

To Participate in Public Comment, please email to 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, July 18, 2022, at 1:00PM.***

To participate in a **Public Hearing**, you may either email to comments@jaspercountysc.gov or request via email or phone by **1:00PM on Monday, July 18, 2022**, to speak via telephone at the Virtual Council Meeting.

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

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



JASPER COUNTY COUNCIL
COUNCIL MEETING

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

July 18, 2022
AGENDA

4:30 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:

(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 –County Administrator, County Attorney and Clerk to Council; Emergency 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 – Election Matters; Exit 3; Regional Affordable Housing Trust Fund; Airport Leases; 11 acres off of E. Industrial Park Road (Tax Map# 063-30-03-010)

(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; Bailey Park PDD; Stevenson Purchase Proposal; Development Agreement Extension for Peninsula Tract Cottages

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 05.16.2022:
- VIII. Presentations and Proclamations:

Presentation:

A: **Chairwoman Barbara Clark** – Presentation of a plaque to Dale Terry from Council for his Years of Service to Jasper County.

Proclamations:

A: **David Tedder** – Proclamation for the 2022 Gullah Geechee Nation Appreciation Week to Queen Quet.

B: **Ananta (Art) Gopalan** – SCORE Lowcountry Presentation.

C: **David Anderson** – Airport Inspection Report

- 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 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: NONE**

- XI: **Ordinances:**

A: **Lisa Wagner** – **Public Hearing and 2nd reading of Ordinance #0-2022-19** to amend the Official Zoning Map of Jasper County so as to transfer a property located at 9606 Speedway Boulevard, bearing Jasper County Tax Map Number 039-00-06-002 from the Community Commercial Zone and the Rural Preservation Zone to the General Commercial Zone on the Jasper County Official Zoning Map.

B: David Tedder – Public Hearing and 2nd reading of Ordinance [#O-2022-20](#) 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.

C: David Tedder – Public Hearing and 2nd reading of Ordinance [#O-2022-21](#) 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.

D: David Tedder – Public Hearing and 2nd reading of Ordinance [#O-2022-22](#) 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.

E: David Tedder – Public hearing and 3rd 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.

F: David Tedder – 2nd reading of Ordinance [#O-2022-23](#) 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.

G: David Tedder – Consideration of the 1st reading of an Ordinance to levy and impose a one-half of one (1) percent sales and use tax, subject to a referendum, within Jasper County pursuant to Section 4-10-1010 et seq. of the Code of Laws of South Carolina, 1976, as amended; to define the specific purposes and designate projects for which the proceeds of the tax may be used; to provide the maximum time for which such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a county-wide referendum on the imposition of the sales and use tax and the issuance of general obligation bonds and to prescribe the contents of the ballot questions in the referendum; to provide for the administration of the tax, if approved; to provide for the payment of the tax, if approved; and to provide for other matters relating thereto.

H: Kimberly Burgess – Consideration of the **1st reading** by TITLE ONLY of an Ordinance to amend Jasper County Ordinance 2021-17 for fiscal year 2022 Jasper County budget to provide for amendments to the budget and to carryover approved lapsing funds to fiscal year 2023, and to amend Jasper County Ordinance O-2022-17 for fiscal year 2023 Jasper County budget to provide for amendments to the budget resulting from the carryover of approved lapsing funds from fiscal year 2022, and matters related thereto.

I: Lisa Wagner – Consideration of the **1st reading** Consideration of 1st Reading of an Ordinance to adopt Planned Development District Zoning for two tracts of land consisting of approximately 26.63 acres, bearing Jasper County Tax Map Numbers 081-00-04-007 and 081-00-04-080, located along N. Okatie Highway (Highway 170), approximately 2 miles east of the intersection of Highway 462, and known as Bailey Park PDD.

XII. New Business:

A: Wanda Simmons – Appointment request for a new member to the Library Board of Trustees.

B: Wanda Simmons – Request to approve for the re-appointments of Mr. Roy Dupont, Gregory Gilbert and Ms. Josie Anderson to the LCOG Lowcountry Workforce Board for another three-year term effective beginning 07/01/2022.

C. Andrew Fulghum – Appointment requests for the Grievance Committee.

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**

Hardeeville City Hall
205 Main St, Hardeeville, SC 29927
May 16, 2022
MINUTES

Budget Workshop

- **Coroner Aiken – Coroner’s Office**

Coroner Aiken was present to address his presentation with Council regarding his workspace, vehicle, budget and Coroner’s Calls for service. He discussed the office advancements, future goals, membership and credentials and noted that YTD there were 146 parties deceased.

- **Roland Gardner – Beaufort Jasper Hampton Comprehensive Health Services**

Dr. Faith Polkay the new CEO of BJHCHS noted that she would be presenting their request as Mr. Gardner could not attend. She provided an overview of locations, services provided, number of patients seen, COVID vaccine summary and gave the 2021 Highlights for the BJHCHS. She also discussed and provided their budget request for Council. Dr. Polkay thanked Council for their support of the program.

- **Stephanie Gittings – Public Defender**

Rescheduled for 06.27.2022

- **Lyn Boyles – Jasper Soil and Water**

Ms. Boyles was present to address her budget request. She discussed the Jasper County Conservation and the services they offer within the County. She noted that they apply for a lot of grants and are also searching for funding options from all Federal and State Programs. She noted that they offer technical assistance to landowners and farmers. She also mentioned that they work with the farmers in the area. She thanked Council for their past support and for their upcoming support in this budget year.

- **Duchette Hylton – Jasper County First Steps**

Ms. Hylton was present to discuss their budget request. She discussed their vision and the accomplishments they had made over the past 2 years. She noted that COVID had redefined their work and that in FY2021 they had had 14 Community Events. She noted the 2 programs that they were soliciting for from Jasper County was the Dolly Parton Imagination Library and the Parents as Teachers Program. She also discussed some upcoming Community Events for Council. She thanked Council for their support of their program.

- **Kimberly Sullivan – Boys and Girls Club**

Ms. Kimberly Sullivan was present to discuss their budget request with Council. She provided a handout to Council which she reviewed. She discussed the Mission of the Boys and Girls Club and provided an overview of their program. She discussed funding and noted that this was an exceptional program for the community. She thanked Council for their previous support and for their upcoming support this year.

- **Jeanine Bostick – Election Commission**

Ms. Bostick and Chairman Arzillo and a couple of Board Members were present for this request. Ms. Bostick noted the functions of her department. She noted that they conduct federal, state and local elections. She discussed and gave a short overview of Senate Bill S108 with Council. She noted that they are asking this year for a Deputy Director Position and that they need a satellite office. She discussed and provided a breakdown of the number of registered voters in the area. She also covered information pertaining to their budget requests such as maintenance agreements, travel expenses, additional personnel and noted she had been the Director for 18 years. The status of different voting locations was discussed as was early voting. She thanked Council for their time and consideration.

Regular Session:

Officials Present: Chairwoman Barbara B. Clark, Vice Chairman Dr. Curtis Brantley (arrived at 5:05) 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 5:00PM. 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 – Election Matters; Professional Services Airport Consulting Contract: Exit 3; Conflict Waiver of Project Madison

(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; Point South Development Agreement; Center Point; Karrh Tract

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:

Without objection, at 6:30PM Council returned to open session from Executive Session upon proper motion and second. Motion to return from Executive Session to Regular Session by Councilman Adkins with a Second from Vice Chairman Dr. Brantley resulting in a unanimous vote.

Motion from Executive Session:

Motion to move to authorize the Administrator to execute the Conflict Waiver provided by Burr-Forman Law Firm regarding their representing a prospective purchaser at the Cypress Ridge Park: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Motion to approve the executive of a contract for professional services with SSPI Engineering to provide consulting services at Public Works as discussed in Executive Session: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Councilman Kemp led the Pledge of Allegiance and Vice Chairman Dr. Brantley gave the invocation.

Approval of Agenda:

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Approval of the minutes 03.21.2022:

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 public comments. Mr. Huganan asked to speak regarding Chelsea South. For clarification Mr. Tedder asked Chairwoman Clark if he could clarify what these public comments were for. He noted that there are several public hearings coming up where persons may wish to speak on one or all of them. He noted that this was public comments to address other matters pertaining to County Services and Operations. Councilman Sauls noted that there was a public hearing coming up specifically for Chelsea South. Mr. Tedder noted which items on the agenda had specific public hearings on agenda item requests.

For public comments, Ms. Michelle Gaston of the SCORE Outreach Chapter was present to discuss what SCORE is about. She noted that they provide business services throughout the County. She noted she would like to come back at another time to make a formal presentation and Chairwoman Clark asked her to reach out to the Clerk of Council regarding this request. Mr. Gaster who resides in Coosahatchie noted that he would like to know the process and standards for roads and parks around the community. Mr. Fulghum will be in contact with him regarding this matter.

Resolutions: None

Ordinances:

A: Kimberly Burgess - 3rd Reading of a Bond Ordinance #0-2022-08 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.

Ms. Burgess handed out the revised Bond Ordinance that was received on Saturday. She noted that this was the final version of the bond ordinance. Mr. Tedder reviewed and consulted with Mr. Linkous and Sam Howell on this matter.

Motion to approve and pass the substituted version of this ordinance: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

B: Lawrence Flynn - Public hearing Only for Ordinance #0-2022-10 to amend the Center Point Development Agreement pursuant to the South Carolina Local

M - 05.16.2022

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.

The public hearing on this item was opened at 6:49PM by Chairwoman Clark for comment. There were no comments so the public hearing was closed at 6:50PM. There were no questions by Council on this item. Mr. Charles Reed had a question on the map that accompanied the letter he had received. He said he was near Church Road and Chairwoman Clark said this item was near Hwy 170, so this was not that item. **No motion was necessary as this was a public hearing only.**

C: Lisa Wagner - Public Hearing Only for 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.

The public hearing on this item was opened at 6:52PM by Chairwoman Clark for comment. The public hearing was closed at 7:19PM.

Ms. Wagner said she had received 21 written public hearing comments. Councilman Sauls said to email them to Council and let the ones here who wanted to speak to speak. These 21 public comments Ms. Wagner mentioned along with a letter from the Open Land Trust written by Kate Schaefer are attached as Attachment "A" to the minutes.

Speaking for public hearing comments were the following:

David Huguenin spoke against the Chelsea Project.

Kate Schaefer spoke against the Chelsea Project.

Grant McClure spoke against the Chelsea Project.

Calvin Bryan spoke against the Chelsea Project.

Rob McBrayer spoke against the Chelsea Project.

Ann Horry spoke against the Chelsea Project.

Randy Schonhoff spoke against the Chelsea Project.

No motion was necessary as this was a public hearing only.

D: David Tedder - Public Hearing Only for 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.

The public hearing on this item was opened at 7:20PM by Chairwoman Clark for comment. Callen Bryan asked about the sewer lines attaching this property. He spoke against this project. There were no other comments so the public hearing was closed at 7:22PM.

No motion was necessary as this was a public hearing only.

E: Lisa Wagner - Public Hearing Only for an Ordinance to adopt Planned Development District (PDD) Zoning for a tract of land consisting of approximately

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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.

The public hearing on this item was opened by Chairwoman Clark at 7:22PM for comment. There were no comments, so the public hearing was closed at 7:22PM. Ms. Wagner said she had received no written public comments and had spoken with two individuals via telephone.

Mayor Harry Williams of the City of Hardeeville asked to speak on this item. He discussed his concerns with traffic in this area and other areas. He noted he advocated at a previous Council Meeting for a Regional Traffic Study before moving forward with CSP Development and Chelsea South. He noted that he was asked by people to study the Chelsea Project. He mentioned that he had driven Snake Road and the two memorials of accident victims. He asked Council to wait on these two projects and study them.

No motion was necessary as this was a public hearing only.

Agenda Item F was read, however Item G was addressed by Ms. Wagner.

G: Lisa Wagner - Public Hearing and 2nd Reading of Ordinance #0-2022-15 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.

Mrs. Wagner was present to address this request with Council. She reviewed this item and covered the information pertaining to this request with Council. The public hearing was opened at 7:25PM. There were no comments, so the public hearing was closed at 7:26PM. Please see attached staff report as Attachment "B".

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

F: David Tedder - Public Hearing Only for 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.

The public hearing on this item was opened at 7:28PM by Chairwoman Clark for comment. There were no comments, so the public hearing was closed at 7:28PM.

No motion was necessary as this was a public hearing only.

H: Lisa Wagner - Public Hearing and 2nd Reading of Ordinance #0-2022-12 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. Lisa Wagner was present to address this request. . She reviewed this item and covered the information pertaining to this request with Council. The public hearing was opened at 7:PM. There were no comments, so the public hearing was closed at 7:26PM. Please see attached staff report as Attachment "C".

The public hearing on this item was opened at 7:30PM by Chairwoman Clark for comment. Jannie Baker spoke regarding this issue and asked the purpose for changing the zoning on such small lots. She said she did not know how a small takeout area could be put on such small lots. She discussed the rest of her concerns for this area. She also discussed her concerns of Exit 5 traffic. Teresa spoke regarding the road by the factory being damaged. She said when Hurricane Matthew came that the road has been damaged since that happened. She also discussed the drainage issues there on Hwy 46. Chairwoman Clark said this was a State Department Road since this was a State Highway 46. There were no other comments, so the public hearing was closed at 7:34PM. Councilman Kemp discussed his concerns with this area.

Motion to approve the 2nd reading of this ordinance: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Discussion: Councilman Kemp said he had gone down there. He said he did not know anyone can drive thru there on a dirt road in a residential area.

Vote: All votes were Yes, except Councilman Kemp who voted no.
The motion passed.

I: Andrew Fulghum and Kimberly Burgess - Consideration of the 1st Reading of an Ordinance to provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1st, 2022 and ending June 30th 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 make such amendments to the 2021-2022 capital and operational budget to recognize and ratify transfer as authorized by section 7 of that budget ordinance, and other matters related thereto; 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 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.

Mr. Fulghum covered the highlights of this item. He asked that the motion include the date of the official public hearing being 0.06.2022. He said that more discussion on the budget would come at the upcoming Council Retreat.

Motion to approve the 1st reading of the ordinance with the official public hearing being held on June 6, 2022: Councilman Sauls

Second: Councilman Adkins

Vote: All votes were yes, except Councilman Kemp who voted no.
The motion passed.

New Business: None

Old Business: None

Council Members Comments:

Councilman Kemp:

Councilman Kemp noted he had attended the Operation Days at Legacy Oaks. He said .2 Veterans commit suicide every day.

Vice Chairman Dr. Brantley:

Vice Chairman Brantley said that he lifted the families up all over the Country involved in the massacres and asked that these massacres stop immediately.

Councilman Adkins:

Councilman Adkins asked blessings and said he would be riding the County because he likes beautification.

Councilman Sauls:

Councilman Sauls reminded everyone that on Sat. May 21st Blue Heron Nature Center and Conservation District would be having the Annual Awards Recognition. He said this was good fellowship and would be a good time for everyone. Keep the Rhodes family in prayer for the loss in their family.

Chairwoman Clark:

Chairwoman Clark encouraged everyone to stay safe and be careful out there.

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.

Administrator's Report:

Mr. Fulghum said that his report was in the packet, and he was available for any questions.

Adjourn:

Motion to adjourn: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

The meeting adjourned at 7:46PM.

Respectfully submitted:

Wanda H. Simmons
Clerk to Council

Barbara B. Clark
Chairwoman

Lisa Wagner

From: Angela Lloyd <angelalloyd3876@gmail.com>
Sent: Tuesday, May 10, 2022 11:13 PM
To: Lisa Wagner
Subject: Chelsea South

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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

Dear Council and Admin,

I do not believe that Snake Road nor Hwy 462 will handle the traffic that this development will create. Hwy 462 is crumbling and should be four lanes all the way to I95 now. Snake road should be four lanes and have turn lanes before this development begins. Our county is growing leaps and bounds, and I strongly believe that our roads need to be dealt with immediately and before anymore developments begin. This includes Argent Blvd (Hardeeville) and Grays Hwy (Ridgeland).

Sincerely,
Angela Lloyd

Lisa Wagner

From: Lisa Gravil <lgravil@springislandtrust.org>
Sent: Thursday, May 12, 2022 3:52 PM
To: Lisa Wagner
Subject: Chelsea South Planned Development

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

Dear Lisa Wagner, Director Jasper County Planning & Building:

It came to my attention that there is a proposed Planned Development District for Chelsea Plantation. What a disaster that would be !!! This is not just a county decision but a regional problem if this is allowed to take place. We ALREADY have had a huge population explosion which causes more traffic congestion with increase accidents, environmental problems, infrastructure overload, litter problems, and so much more harmful issues.

Please !!! for the sake of the lowcountry do NOT let this happen. We all will suffer !! Oh, except for the developers!!! It is always about the money isn't it.

Lisa M. Gravil
70 Sutler Road
Okatie, SC 29909

May 12, 2022

To: Jasper County Council

I am a property owner in Ridgeland, SC and am extremely concerned about this development. This development snuck up on me like a thief in the night. I travel Snake Road every day and NEVER saw any declaration of this intent nor did I see anything posted in any media local community affairs. Truly makes a person think, who I voted for and what you are representing. I will be attending the public hearing and am confused at the lack of understanding that Jasper County has on the already existing issues with over development in our very small space and Beaufort, SC. I happen to own property in Beaufort (Okatie) as well as Ridgeland as well as own a business here. We are as residence impacted by choices made in development daily as drivers, tax payers, and property owners.

Please note: Hilton Head is now yet again paying \$1 million to traffic study the problem development has caused our road congestion. Develop now and worry later is not a solution. Learn from our neighbors mistakes. Do you not know the difficult strain already on our roadways? Oh course you do. We are not sardines. Can't pack us in a can and close the lid.

There are so many factors involved that this letter can't begin to equate the damage but our voices will be heard. You keep plowing down and progressing. Those who speak loudest will be heard. Although not within the town of Ridgeland, we side skirting people along the jurisdictional lines are the ones affected. I have no desire to be double taxed, over populated, emergency services are already depleted and let's add that in to your equation. Have you not been a part of the world crisis? How are you thinking we can accommodate services for these fine folk that you wish to bring revenue in from?

Our ancestors would be ashamed of this behavior. Look at how long the land has been preserved, protected and being well aware of re-zoning's history of our town. Stay in line with the path of development of this nature and you will not have a cherished community very long. You will be another pandering, crime riddled community full of despair, no infrastructure in place to support such ventures and very angry citizens. But perhaps that has already been equated. Tragic. Just Shameful

Seriously! It's maddening to be a native of South Carolina and watch our rich history of our lands be snatched away to shopping malls, and outside tract developers that see our bountiful beauty and buy it up, concrete it in and destroy all of our beloved and well known for laid back community environment be eradicated due to over development.

I for one will make it a point to be proactive, stand strong and refuse to let Ridgeland, SC succumb to the clustered up mess that downtown Bluffton has become. I am a proponent to getting Jasper county out of its economically challenged state but to re-zone and lay this immensely over taxed burden on me and my neighbors in insane. Enlighten me please.

James and Lora Knoppel
932 Ticton Hall Rd, Ridgeland, SC

Wanda Simmons

From: Chris Ksionek <cmkdr@aol.com>
Sent: Thursday, May 12, 2022 9:16 PM
To: Comments
Subject: Chelsea South annexation

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Public Comments for Current Mtg, FOR WANDA

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

Attn Jasper County Council

Please protect the landscape's rural character and natural resources! Having a second home in Florida I can tell you what problems overgrowth without proper planning is causing in my rural area. Roads are way too busy and everyone is frustrated and speeding on rural roads to get their destination. Grocery stores and schools are undersupplied. It has changed the safety for wildlife, as well as, rural owned animals. No one seems to understand the ecological impact on the land's changes until it is too late. Trees are torn down and the noise increases and the temperatures rise.

Please strongly think twice about this 4units/acre plans!!!

Christine Ksionek
7 Bird Patch Trail
Okatie, SC 29909

Wanda Simmons

From: Laura A <lparonstein@gmail.com>
Sent: Thursday, May 12, 2022 4:06 PM
To: Comments
Subject: Chelsea South

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Public Comments for Current Mtg

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Dear Jasper City Council,

The proposal for the redevelopment of Chelsea South is entirely out of the smcope of current zoning in Jasper County. The area near Port Royal Sound is fragile and much of the tract under discussion is wetlands.

It is not in interest of any of us to halt development in the region. But for the best and highest use, we mist consider the needs of a growing population. Too many houses too close together, with adjacent mixed used structures, could overwhelm power and water supply, and be hazardous to the very quality of life we seek to offer in Beaufort and Jasper Counties.

Please consider the long term impact of overdevelopment, versus the potential for thoughtful development of communities integrated into their environs and their county.

Please do not endorse this plan.

Sincerely,
Laura Palmer Aronstein
Okatie, SC

Wanda Simmons

From: Art Meeder <atmduke1@gmail.com>
Sent: Thursday, May 12, 2022 3:35 PM
To: Comments
Subject: Chelsea Track

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Public Comments for Current Mtg

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I urge you to take all steps to prevent further density allocations for this track.

Thank you
Art Meeder

Sent from my iPhone

Lisa Wagner

From: melanieoquinn <melanieoquinn@embarqmail.com>
Sent: Friday, May 13, 2022 1:09 PM
To: Lisa Wagner
Subject: Snake Road Development

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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To whom it may concern:

As a citizen of Jasper County the development on Snake Road will be a disaster. Developers come here tear up our beautiful low country and take away our animal habits. Then they leave and we the people of Jasper and surrounding counties have to deal with the aftermath. Jasper County does not have the hospitals, schools, firemen, and police officers to handle a development of this magnitude. With new developments comes more crime. Not to mention the pollution such as sewer, insecticides and pesticides that will be going in our waterways. We have 2 landfills in Jasper county now how much more trash do you think we can handle.

Melanie Oquinn

Powered by Cricket Wireless

Lisa Wagner

From: Wanda Simmons
Sent: Friday, May 13, 2022 3:13 PM
To: Lisa Wagner
Cc: David Tedder
Subject: FW: Chelsea South

Good afternoon,

Please see the public hearing comment on Chelsea South below.

Thanks,
Wanda

-----Original Message-----

From: Jane Tierney <jltier@aol.com>
Sent: Friday, May 13, 2022 2:57 PM
To: Comments <comments@jaspercountysc.gov>
Subject: Chelsea South

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Driving Highway 170 to Bluffton, I am very concerned about the increasing traffic resulting in more frequent accidents and traffic jams. I implore the Council to deny the re-zoning of the Chelsea South tract!

Sincerely,
Jane Tierney

Sent from my iPad

Lisa Wagner

From: John Allen <allenj_737@hotmail.com>
Sent: Saturday, May 14, 2022 7:33 AM
To: Lisa Wagner
Subject: Agenda e-packet (Ordinance Item G Parts 1-4 & 05.02.2022 Ordinance Item H-I Chelsea Development)

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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Dear Ms. Wagner,

I am writing to express my concern about the proposed development of the Chelsea South Development project.

At a minimum no action should be taken until a thorough analysis of the traffic safety impact of such a large development of the scale of such a project.

Snake road, SC highway 170, and SC highway 462 cannot handle the density of traffic that will result of this project. I have personally observed multiple accidents caused by the allowance of zoning approvals to build commercial businesses along this corridor.

The quality of life in the Callawassie Okatie area needs to be preserved. I find it incredible that Jasper County would take area zoned for rural preservation to a planned development district. We are beginning to look like south Florida.

I will attend Monday's meeting to express my strong objection to this development.

John Allen
60 Red Bluff Rd
Okatie, SC 29909

Wanda Simmons

From: David Westerlund <dwesterlund.sc@gmail.com>
Sent: Thursday, May 12, 2022 3:20 PM
To: Comments
Subject: Chelsea Plantation

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Public Comments for Current Mtg

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Dear County Council,

Please oppose the proposed rezoning and development of Chelsea South. This special place just south of the Broad River should be protected from unwise and environmentally destructive construction of several hundred homes and multi family units plus mixed use commercial and warehouse space. This dense development is contrary to the county's current zoning and comprehensive plan. Please protect the landscape's rural character and natural resources. Thank you.

Respectfully,

David A Westerlund

Wanda Simmons

From: Ann Cullen <acullensc@icloud.com>
Sent: Friday, May 13, 2022 12:31 PM
To: Comments
Cc: Ann Cullen; jessiew@scccl.org
Subject: Chelsea South Annexation

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: FOR WANDA, Public Comments for Current Mtg

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

Dear Mrs. Clark and Council,

I am respectfully offering my comments with regard to the subject annexation / development of the Chelsea South site.

I have been a property owner in Jasper county for nearly 20 years. I have driven 462 to 170 to Red Oaks Plaza, and then to Snake Road and Beaufort more days than not for 17 years. I owe my livelihood to land development and to education and workforce development and I very much want Jasper

County to rise up and maximize all available vehicles for success.

I cannot imagine a more inappropriate, harmful, painful move than to stuff that much population, impervious surface, runoff, vehicle congestion, waste (!), and pressure on an already vulnerable land than the proposed development for the Chelsea South tract.

The traffic on 170 has increased markedly in the last 2 or 3 years. A look at the traffic backed up last week from the Lemon Island bridge across the Broad River bridge gives you just a small idea of the current volume.

Please deny this application in totality and decline to compromise the natural resources of our County. Our wetlands are stressed from forces we cannot control - please don't intentionally inflict this on the precious natural resources - or on your citizens - of Jasper County.

Sincerely,

Ann Cullen
727 Broadview Drive
Ridgeland, SC 29936

Lisa Wagner

From: Bobby Thompson <thompsonbobby100@gmail.com>
Sent: Saturday, May 14, 2022 5:43 PM
To: Lisa Wagner
Subject: Development on Snake Rd.

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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To whom it may concern,

I want to thank each person who is striving to make our area better. It is wonderful to meet so many new people from all over the US who are moving here. The downside of the droves of people coming is the current infrastructure.

My family travels from Chechessee Road to Bluffton every day for school. It's 13 miles one way to our school and it takes on average 30/40 minutes in the morning traffic on 170.

If we could address the current infrastructure before the new developments this could help ease the struggle on so many travelers. If we move forward with this growth project without addressing current needs, it will surely create more issues.

We aren't asking to cancel any growth projects, but to press pause and address our current needs before proceeding further.

Thank you for your time and consideration.

Just Jesus,
The Thompson Family

Wanda Simmons

From: Randy Schonhoff <rtsbucket@gmail.com>
Sent: Monday, May 16, 2022 8:49 AM
To: Comments; Lisa Wagner
Subject: Jasper County Council Meeting - 16-May Public Comment
Attachments: 16May2022 ChelseaSouth Concerns.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Public Comments for Current Mtg

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Ms. Wagner,

Attached please find my comments for the 16-May Council Meeting in reference to the Chelsea South Planned Development District. I have cross posted this email to the address you provided to a caller last week and to the email address required by the meeting notice. They are the same document.

I plan to attend the meeting and would appreciate speaking.

Thank you
Randy and Jan (Horry) Schonhoff

13-May-2022

To: Lisa Wagner, Planning Director (Staff Member)

From: Randy and Jan (Horry) Schonhoff, Property Owners Adjoining Chelsea South Development

Thank you for reading and considering my input to the Chelsea South Development. After reading through the available documents from this and earlier meetings, there are many questions that have a material impact on the project that appear to either have not been answered or have been overlooked.

PUBLIC NOTICE:

The Chelsea South PDD (provided for 02-May-2022 meeting) at the first reading states:

“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 the opportunity to comment”

Actually, none of the homeowners/landowners that I have discussed this with were contacted and this is the land directly across Snake Road. Although, it is Beaufort County, the county distinction is not made in the Public Notice statement. Is a count of the owners that were notified available?

I would request that Reading #1 be reset from the 02-May meeting to this 16-May meeting to allow for this oversight.

TRAFFIC:

- 1- The Traffic Analysis describes an expansion of the 3 lane wide (1 ingress and 2 egress) to 5 lane wide (1 right turn, 1 straight, 2 left turn, 1 ingress lanes) Snake Road onto Hwy 170 intersection.
The Email thread provided in the 02-May-2022 E-Packets did not state where the land for the additional 2 lanes would be provided. BJWSA? The St Luke Baptist Church?
- 2- An entrance to the development on the 4 lane road Hwy 170 would seem to be the best approach. I see in the plan that the BJWSA canal access roads would be impacted by that approach. As a pure guess, that would be less than 20 trips a day by BJWSA employees along the canal – probably far less. To remove that 20 trip inconvenience, there will be 12,737 trips on Snake Road next to a recently developed residential area. Would a possible alternative be for the BJWSA traffic to transit an automatic gate along the canal at the Chelsea South new main entrance? Then the main entrance for the development would be from Hwy 170 and a new traffic light with plenty of room for several turn lanes instead of cramming the Hwy 170 access into available space on Snake Road that requires taking land from existing properties.
- 3- All of the entrances into the development will require widening of Snake Road to include additional turn lanes. Will the land for this widening come from the west side (development) or the east side (some is existing land owners) of Snake Road?

4- The following chart was created based upon the data in the Traffic Analysis (05022022):

time (hr)	trips	Note
0	100	
1	100	
2	100	
3	100	
4	100	
5	100	
6	645	
7	645	
8	774	Peak AM
9	645	
10	645	
11	645	
12	645	
13	645	
14	645	
15	645	
16	645	
17	645	
18	938	Peak PM
19	645	
20	645	
21	645	
22	645	
23	645	
24	100	
Total	12,732	

12,737 Total Net New External Trips (Daily)

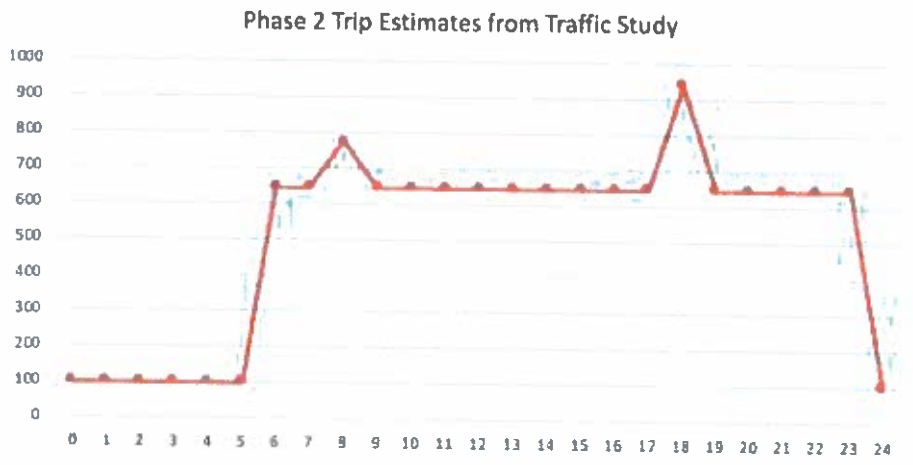
Peak AM and PM trips were assumed to be 8AM and 5PM

Assuming 100 trips per hour during 11PM to 5AM.

This means there will be a CONTINUOUS FLOW of 645 trips EVERY HOUR.

That is 11 cars per minute

That is 1 car every 6 seconds !!!



5- Prior to the Phase 2 traffic values shown above, there will be a constant stream of concrete trucks, lumber trucks, paving trucks, dump trucks along what was 1 year ago a secondary road in a rural area.

- 6- Jasper County Comprehensive Land Use Plan states - "In Rural Conservation new development should be thoughtfully placed with the existing landscape". This traffic impact does NOT sound like "thoughtfully placed with the existing landscape"
- 7- Directly across Snake Road from the development area, 6 houses were built since 2004 with an average value (from Zillow) of \$577,000. This is the type of development that should be "thoughtfully placed" in the development tract. Very nice houses that were built just 10 years ago on a quiet secondary road will have 1 car/truck/dumptruck driving by every 6 seconds within an average of 600 feet away.

WATER:

- 1. BJWSA "treats and delivers an average of 20 million gallons of drinking water each day to more than 60,000 retail customers" (from BJWSA website). The plant on Snake Road and the canal that runs to it from the Savannah River are the ONLY source (possible?) for these 20,000,000 gallons of water every day. It seems unwise to add sprawl and the potential for contamination so close to this canal.
- 2. There is only one facility other than water treatment and power generation along the entire length of the canal – the Catholic School. This seems to be a good idea.
- 3. I read the BJWSA Intent to Serve letter of 15-Dec-2021 in which they do not quote an expected capacity in water and wastewater of the project. In fact, they state "depending on the amount of water and sewage capacity required ... the developer may be responsible for ... upgrades to BJWSA's existing system". Will this be required? Is BJWSA aware of the scale of this development adjacent to this precious water source?

WASTE WATER - SEWAGE:

BJWSA Waste Water Treatment Plant locations: (Best available graphic from BJWSA)



The PDD Master Plan (page 8 of 39) or (8 of 174) states that the sewage will be pumped to the Cherry Point Waste Water Plant which currently supports 5.5 (MGD) (Million Gallons per Day) through an existing 8 inch force main wastewater pipe (not gravity). Will the existing pipe provide enough capacity? At what percentage of capacity is this target treatment plant?

HISTORICAL:

- 1- The property to the east of the development currently consists of mostly Horry family descendants. The property for the BJWSA Water plant to the east of the property was provided from the Horry family around 1963. Arguably, all of the development in the tidal Jasper and Beaufort county was enabled by this land transfer. The resultant growth in the area is directly related to this government procurement of private land. The current day punishment for the creation of this water facility will be the significant reduction in the quality of life for the Horry decedents that live next door to this development.

OTHER DEVELOPMENT:

- 1- The CenterPoint PDD (Tax Map Numbers 081-00-03-030 and 081-00-03-031) (Friends Lane and Hwy 170 near Catholic Church) has a planned housing development of 1,227 units (not to exceed 1,768). I have not yet seen the Traffic Analysis yet for this PDD, but since this is slightly larger in size than Chelsea South, I would assume the traffic impact would also be slightly larger. This seems to be a massive increase in the traffic density, schooling, water, sewage, runoff that is exactly on the edge of the Jasper County. A significant impact to adjacent Beaufort County and the ONLY traffic artery between Beaufort and Bluffton.
- 2- The Bailey Park Planned Development District (Tax Map Number 081-00-04-007 and 081-00-04-008) (Adjacent to Webster's Marine) has a 26 acre planned housing development of 233 units and 65,820 sq ft (1.5 acres) of Commercial use. Two tracts of land are proposed with Mixed Use Commercial (6 acres), Community Commercial, Multi-Family Residential, Single-Family Residential Attached and Single-Family Residential Detached. Approved Commercial land usage specifically include mini-warehouse facilities and Outdoor go-cart racing. There is currently an issue on Hilton Head Island with go-cart tracks.
- 3- Are there other PDDs currently approved for the Hwy 170 corridor that I have not found?
- 4- There will soon be 3 separate and non-coordinated traffic plans provided for the 3 PDDs under consideration. Would it be wise to coordinate with Beaufort County a Hwy 170 impact study to plan growth instead of reactionarily responding to growth?
- 5- Since this PDD, and the other 2 PDDs border Beaufort County, has this Traffic Analysis been coordinated with them? There is only ONE corridor possible between Beaufort and Bluffton and the traffic on it should be managed carefully.

FUTURE DEVELOPMENT:

- 1- The Chelsea South Development Agreement (05162022) defines on page 3:
"Additional Tract" shall mean the real property consisting of approximately 2,673.42 acres, which is legally described on Exhibit A-2 attached hereto..."

Then, on page 8, item B. Additional Tract

"At such time as ... Owner and County will work together to ... add ... the additional tract ... or ... develop a separate PDD governing the development of the Additional Tract"

It appears that much, much more development is anticipated !!

BEST OUTCOME:

Our hope for the best outcome of future growth along Snake Road would be to "thoughtfully" match the "existing landscape" by keeping the lot sizes large, single-family residences and a rural and quiet environment. Currently, there are many houses under construction in this area that meet this criterion. It would be unfortunate if future homeowners and new construction starts in this county slowed because they worried that sprawl would become their new neighbor in the future.

Thank you for considering my concerns about this project and the others in the near area. If I have surfaced unanswered questions and concerns with the project, I would appreciate them being addressed. I would also appreciate this being considered Reading #1 of this proposal.

Respectfully,

Randy and Jan (Horry) Schonhoff

Homeowners and land-owners immediately across from the planned development.

May 16, 2022

Ms. Lisa Wagner:

I am writing this letter to make you, the Planning Commission and members of Jasper County Council aware of my concerns with the Chelsea South Development. I am one of the blessed ones because I have been fortunate enough to grow up in the Chechessee area of Beaufort County and own property along Highway 170/Okatie Highway. This area has changed drastically since my childhood years. The development of this property as outlined in your development agreement would have detrimental impacts to our community.

When reviewing the documents I was extremely disappointed that Jasper County would even consider routing additional traffic onto Snake Road. For those of us traveling that road, this would be a nightmare. Has there been research completed to identify the number of traffic accidents and fatalities that have occurred on Snake Road? I know many individuals who have been involved in traffic accidents on Snake Road--- myself included as well as my mother. My mother was very fortunate but the individual who collided with her was not. She died at the scene. I have also lost a cousin as the result of an accident on that road and I am aware of many others who have lost their lives.

The proposed traffic impacts to an already overcrowded and heavily traveled Highway 170/Okatie Highway would also be horrific. This is the main thoroughfare between Beaufort and Bluffton/Hilton Head and it is already overburdened with traffic.

Additionally, I am concerned about the environmental impacts to an already fragile area. We must protect the water quality in the Chechessee River watershed. Organizations such as The Port Royal Sound Foundation have been established and recognize the importance of protecting our local waterways and the environment.

Who benefits from this overdevelopment? Who --other than the developers, property owners of Chelsea, and members of this council -- thinks this is a good idea? For those of us who actually reside here and own property, I have not spoken with one person who is excited about this development.

Overdevelopment is destroying the South Carolina Lowcountry. When is enough ENOUGH?

**Connie Horry Horton
336 Okatie Highway
Okatie, SC 29909**

May, 16, 2022

**To: Lisa Wagner, Jasper County Planning Director
Jasper County County Council**

My name is Ann Horry and I own property in Beaufort County on Snake Road directly across from the proposed Chelsea South Development. One entrance, Middleton Creek Road (incorrectly named on your map as Marion Horry Lane), is directly across from one of the proposed entrances/exits on Snake Road. The other entrance to my property is Walnut Hill Road which is already dangerous due to a curve on Snake Road just before the entrance. Can you imagine how much more dangerous this could be to enter/exit Walnut Hill Road and Middleton Creek Road if entrances to Chelsea South are added on Snake Road, much less three entrances??? Add to that the number of construction vehicles, cement trucks, waste management trucks, landscapers, utility trucks, PLUS all the new homeowners which are proposed to make approximately 15,000 daily car trips in and out of the development. How can you consider adding all of that to the already heavily travelled and dangerous road that connects Beaufort and Jasper Counties?

I am opposed to the density of this development and its impact on our infrastructure, traffic, waste management, ecosystem and rivers.

As a property owner that will be directly affected by this development I was not notified and neither were any of the other property owners adjacent to me in Beaufort County. There are 14 property owners all in Beaufort County exiting and entering Walnut Hill and Middleton Creek Roads directly onto Snake Road and across from the proposed main entrance to Chelsea South Development. We should have been notified prior to the first reading.

Snake Road is already one of the most dangerous and travelled roads in Jasper County. With three entrances/exits proposed, will the road have to be widened? If so, where will the property come from? Not from me. Why should I have to give up my property so others can monetarily benefit?? I would like my grandchildren to have the opportunity to build on family property. My family(the Fripps and Horrys) have already been forced to give up too much family property to the Beaufort-Jasper Water and Sewer Authority. This

property has been in the Fripp/Horry family for over 150 years.

The only people in favor of this development are the developers and Jasper County Council. None of these individuals will be directly affected by this development. The developers come in, make their money, and most often go back to their homes and neighborhoods in other counties and states.

I ask the Planning Commission and Jasper County County Council to reconsider this project.

**Thank you,
Ann Horry
annahorry@centurylink.net
(843) 521-6498**

Lisa Wagner

From: savannah pender <savannahpender@gmail.com>
Sent: Monday, May 16, 2022 11:21 AM
To: Lisa Wagner
Subject: Concern about Chelsea development

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

To whom it may concern,

My name is Vette Hubbard, I've lived in Chechesssee over 60 years. I'm writing this email in regards to the Chelsea South development plan.

I've experienced first hand development of all forms.

I remember as a girl riding my horse from Grahmville - through golf course road - through Chelsea Plantation -to my Grandma's house, where the once pasture I kept my horse in is now a part of the Beaufort Jasper Water Plant.

I remember when Spring Island was owned by just one man & when Hilton Head was only one road.

I'm aware development is bound to happen.....
But really? Where do you stop?

How much more traffic can we take? I understand this development is bringing in 15,000 more cars. What about hurricane evacuations?

Is there even enough schools and hospitals to take care of all the people?

Landfills are already too close to our feeder creeks- will it become a thing of the past to be able to eat the fish & shrimp in our waters?

Will we no longer be known for our beautiful wildlife- but instead destroy their habitat for the sake of money?

We have been blessed to live in one of the most beautiful places in the world. Tourists don't travel here to see a football game and go to a shopping mall.

If this goes through- we will be no different than the crowded/polluted cities most people have moved here to get away from- with the sole reason of being able to experience the Lowcountry lifestyle & the serenity a small town brings.
Please rethink this development.

Sincerely,
Vette Hubbard

Lisa Wagner

From: Lynne Horry <lynnehorry@yahoo.com>
Sent: Monday, May 16, 2022 11:21 AM
To: Lisa Wagner
Subject: Chelsea South Planned Development Meeting

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Good morning Ms. Wagner,

I called and left you a message on your answering machine and decided to reach out to you by email since we didn't get to talk. I am a resident of the community that will be impacted by the proposal of the development of "Chelsea South". I live one road down from the Beaufort/Jasper Water Treatment Plant, just off of Hwy 170. My husband and I are very concerned as are many people in this immediate area. If you travel regularly on Hwy 170 you probably have experienced the high usage of this road. It is very difficult to get on and off of my road daily just with the growth of our community since Hwy 170 was widened. I can't imagine what it will be like to add an additional 15,000 daily car trips to this number of car trips already using this Hwy. Let alone what will happen on Snake Rd. with three additional entrances being added. There are already so many accidents occurring with injuries and deaths regularly on that road.

We understand that growth in our community can be a good thing for many reasons but only if the proper studies have been done, the proper amount of infrastructure has been planned and the planning of maintaining of the roads have been funded.

I know I am probably not telling you or the planning board anything you haven't already been told but I feel like I would be remiss if I didn't state my concerns. I hope you will consider ours and the other who live, play and work in this community. It is a well loved and cherished place!

Sincerely, Lynne and Malcolm Horry

Lisa Wagner

From: Peter Veneto <pjveneto@yahoo.com>
Sent: Monday, May 16, 2022 11:31 AM
To: Lisa Wagner
Subject: Snake Rd development

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The term NIMBY certainly applies here since this will be in the backyards of everyone living off of Snake Rd including the Chechessee and Callwassie/Spring Island community's. Not sure if there was a thought process of access and egress on a two lane well travelled road PLUS all the bldg. trucks speeding down 170 to turn into the development. The adage: "if you build it they will come" certainly applies here as well. Since this is probably a forgone conclusion just remember; infrastructure first then build. You folks in Ridgeland won't be affected anywhere near as much as us so why should you worry about it - just sit back and collect the fees and taxes.
This is just stupid and I'll thought out.

Peter Veneto
Chechessee Rd
pjveneto@yahoo.com
843-987-3696

Wanda Simmons

From: Arlene Flick <arlene.flick@yahoo.com>
Sent: Monday, May 16, 2022 10:30 AM
To: Comments
Subject: Say No to Chelsea Plantation!

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Public Comments for Current Mtg

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Please save this gorgeous and important tract of land. With 131 acres of wetlands, we need to NOT build 438 homes and 469 multi-family units AND 384,00 sq ft of mixed-use space. By allowing this, you are ruining what is left of this beautiful and pristine watershed area. Enough is enough! Once you allow this, you ruin the future of our waterways, create even MORE traffic, and affect our wildlife. Be a hero and save what is left to be saved. Say NO TO DEVELOPMENT!

Arlene and Bob Flick
Spring Island

*As a side note, we left Palmetto Bluff after ten years because of the over-development they are doing on that gorgeous land. We lived next to the McClures and we saw how they built a large home on a smaller parcel on the May River for speculation purposes. I fear they will do the same without any regard to the environment. We have watched the traffic increase on May River Road and 278 and the increase of accidents daily. We see the traffic increase already on 170 and it will only get worse if this is allowed.

PLEASE VOTE NO!

Lisa Wagner

From: Phyllis Horry <wwhorry@embarqmail.com>
Sent: Monday, May 16, 2022 12:13 PM
To: Lisa Wagner
Subject: Chelsea South PDD

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

I am a Beaufort County property owner across the road from the referenced tract. My property is on the marsh at the end of Middleton Creek Road which is erroneously referred to and labeled in much of the documentation for this application as "Marion Horry Lane." This is their #1 planned ingress/egress point for this PDD. Middle Creek Road is privately owned and is not county maintained. As one of the four households accessed by this road, I object to having the access to this PDD directly across from the ingress/egress to my property. The following is a few of the many concerns I have if Jasper County approves this PDD as presented.

(1) Density. Four single family homes per acre? That is locating a two plus bedroom home on 1/4th of an acre - hardly room left for a yard. And 16 units per acre for multi-family units. May be fine for a city, but this is not a city. Over the years, I have watched Hilton Head Island, Bluffton, Callawassee and Spring Islands, Sun City, and the areas surrounding them be developed. All of this has resulted in heavy traffic on roads not designed to accommodate it. It is my hope that the density for this tract be reduced.

(2) Increase in traffic which is already an issue. The need for enlarging and/or redirecting Snake Road as recommended in their traffic study. This will make it necessary to acquire land for such Improvements (?). Hopefully, neither Jasper County nor the State has any designs on lands on the Beaufort County side of Snake Road. If this application for a change in the land use for this tract is approved by Jasper County, it is hoped that is made with the understanding that any land acquired for any infrastructure necessary comes from the owner/developer of the tract and not from any property owners on the Beaufort County side of Snake Road.

(3) Excess water from the paving and hardscape of the project. As their studies have indicated, the excess water will drain to the east. My property is located east of this tract. When BJWSA paved most of their parking lot a while back, the water from that paving increased the amount of water coming across my property headed to the marsh. Also, the amount of water, containing unknown pollutants, that would eventually find its way into BJWSA's water canal cannot be determined with any certainty.

(4) Commercial Area planned within the PDD. Are there not enough gas stations, grocery stores, restaurants, etc. already within an eight- to ten-mile radius of this tract. It appears that instead of a residential tract is being established, a small town is being planned.

These are just a few of my concerns regarding this application. My hope is that the Planning Commission carefully weighs the ramifications of this requested change in the zoning of this tract.

With regards,

Phyllis T Horry
50 Middleton Creek Road
Okatie, SC 29909

May 16, 2022

Dear Council Members,

I am a resident of Beaufort County and reside on Hwy 170 approximately two miles from the intersection of Hwy 170 and Snake Road. Additionally, my family has property on Snake Road across from the proposed entrance to the Chelsea South Proposed Development.

I am opposed to the density of this development. You may raise the question as to why a Beaufort County resident objects to the development as planned. The simple answer is that it will significantly impact my daily life as it relates to infrastructure, traffic management, waste, and our environment.

The addition of thousands of extra vehicles on the road each day will add additional travel times and congestion. At present, Snake Road and the intersection of Snake Road and Hwy 170 can not support this additional traffic. If road widening is required, I object any government agency from taking land from the property owners near the Beaufort Jasper Water Authority and Middleton Creek and Walnut Hill Rd.

I anticipate that several of the residents of this planned development will have boats. These additional boaters will further congest both the Chechessee River Boat Landing and the Bolan Hall Boat Landing. Additionally, more boaters will generate more waste in our rivers. I know that Mr. Sauls, a member of your council, enjoys our rivers and I ask that he strongly consider the impact that this development will have on our rivers that we both enjoy so much.

The additional waste generated from this development will most likely end up at the Hickory Hill landfill. At present, runoff from that landfill has already impacted our creeks and rivers. That is evidenced by the numerous oyster beds that are no longer available to recreational fishermen because of the pollution. Also, the addition of garbage trucks on our roads will only lead to more trash on the side of our roads. I often conduct business in Ridgeland and it is an eye sore for me to look at the sloppiness on the part of these waste disposal operators that allow trash to blow out of their trucks, leaving trash scattered on the side of our roads.

All of the reasons listed above affect the environment that I have appreciated my entire life. I believe that I am so blessed to live in the most beautiful place on earth. I respectfully ask that each council member reflect on how this development will impact them personally. Is it worth the additional tax dollars to interrupt your daily life that you have enjoyed in the nice rural areas of Jasper? Perhaps you live in the county far enough away from the proposed development that it doesn't concern you? I will say again, it really concerns me. Please consider that.

I thank the council members for hearing my opinion.

Sincerely,

Paul T. Horry, Jr.

358 Okatie Hwy

Okatie, SC 29909



Jasper County Council
ATTN: Lisa Wagner
258 Third Ave
Ridgeland, SC

May 16, 2022

Chairwoman Clark and Jasper County Council,

Please accept the following comments from the Open Land Trust on agenda items **XI: C and D Public Hearing for Planned Development District** for 291 acres on TMS number 081-00-02-008 along Snake Road and **Development Agreement** for Chelsea Plantation LLC.

The Open Land Trust works with landowners and community members to protect land in seven counties across the South Carolina Lowcountry including right here in Jasper County. We are a proud member of this community and look forward to working even more in Jasper County as a partner in protecting the natural resources that we all love.

The property discussed tonight for a planned development and development agreement is in the heart of the Port Royal Sound. In 2019, a group of partners including the Open Land Trust, Nature Conservancy, USC-B, DNR, NOAA and others came together to focus on the Port Royal Sound and map the most critical properties in the watershed. The Port Royal Sound Region as defined by our prioritization map includes land in four counties (43% Beaufort, 26% Hampton, 23% Jasper, and 8% Allendale) and over 1 million acres of land and 2,162 miles of shoreline. Nearly 75% of the watershed is dominated by forest, wetlands, or open water. Growth within the watershed affects the whole system and therefore conservation within the watershed can benefit the whole system as well. The Broad River Corridor – land from 170 to Ridgeland – lit up as critical to protect the water quality in Port Royal Sound. This model studied proximity to streams and wetlands, soil characteristics such as erodibility and infiltration rates, and stormwater runoff potential. The wetlands in and around this area feed the freshwater inputs into the Port Royal Sound and support priority wildlife and plant species across the region.

Further, this Chelsea Property is a small piece of a larger property and group of properties that collectively determine the water quality of the Euhaw Creek, Hazzard Creek and the Broad River for generations. If developed poorly, regional water quality will suffer. Therefore, rezonings should not be taken lightly, or done in a piecemeal fashion without a thoughtful analysis of the regional impact. By pausing this rezoning request this evening, you would afford Jasper County citizens and staff the opportunity to do two things – assess if and how this type of development fits into the county operations and form a landowner task force to determine the right places for development and for conservation in this larger, critical important Broad River corridor from Highway 170 to Ridgeland.

The first opportunity is to complete a fiscal analysis of if and how this development pays for itself. Doing so would help achieve the goals of the comprehensive plan. Repeatedly in the 2018 Jasper Journey Comprehensive Plan, the costs of residential development are discussed, and it is recommended to study how those new county operation and infrastructure costs are covered by new fees and taxes – or not. This includes looking at how residential development does or does not pay for itself when considering ambulance trips, fire protection, infrastructure congestion, safety, and taxes. The recommendations of the Land Use chapter in the comprehensive plan calls for “thoughtful, balanced growth and compatible land-use patterns that protect the character of Jasper County and provide a high quality of life for the community”. This recommendation addresses both the economic impacts of new development and the natural resources protected along the way. This broad river corridor is described in the future land use map as an area for “Resource Conservation” and “Rural Conservation”; neither is achieved by this rezoning. Further, the plan’s goals to create conservation corridors supports the need to pause this rezoning and consider the regional impact.

The second opportunity is to form a landowner task force. The Open Land Trust works as part of two successful landowner task forces in the ACE Basin and Savannah River Area. We serve on these groups alongside state agencies like DNR, landowners, and community leaders. To date, over 315,000 acres are protected in the ACE Basin, public hunting and fishing opportunities abound and the region is sought after nationally. In the Savannah River Preserve, over 250,000 acres have been protected – therefore protecting our drinking water. Collectively, these efforts support our landowners, sustain agriculture and forestry industry and attract land conservation dollars in the millions. We have the opportunity to do meaningful land conservation at home right here. In 2020 and 2021, a partner organization – the Open Space Institute – worked with a local landowner to purchase property, now 5,000 acres known as “Slater”, and this will become the newest state Wildlife Management Area for local residents in a short while. This land conservation opportunity attracted one of the largest federal grants from the Forest Legacy Program that South Carolina has ever received, it can be a catalyst for more thoughtful land conservation that will benefit landowners, the public, and of course critical species like the Gopher Tortoise. Moving forward with piecemeal rezonings will be in direct conflict with this regional conservation effort and limit the success that we can collectively share. A landowner task force could make recommendations to where conservation is best suited and where development is best suited, so these opportunities are not lost, and so success builds upon success. We have a generational opportunity to do this because so many properties are still held by the long-time family landowner who has so much history and love for the land and this community. This is in sharp contrast to parts of Beaufort and Charleston where family landowners have passed their land to younger generations who may not share the land ethic and love that this community is built on, or worse, sold it to national homebuilders who market Jasper County the same way they market suburban Atlanta. We can hold onto what makes us special by working together at the landowner level and we hope you will empower us all to do just that.

In the Lowcountry of South Carolina, water and land are interconnected; water quality depends upon the surrounding land uses and development patterns. To protect water quality, we must double-down on land protection and protect the most strategic parcels. Land conservation provides for healthy fisheries, supports military readiness; both are pillars of our regional economy. In addition, land conservation supports tourism and quality of life by protecting the Lowcountry’s aesthetics and historic sense of place and further cementing the connection between people and place.

We’d ask that you study the fiscal impact and comprehensive plan recommendations of this specific request and form a landowner task force to provide recommendations on the entire Broad River corridor. By pausing this rezoning tonight, you are not saying no to development but rather saying yes

to the opportunities that major investments in land conservation, healthy water quality and thoughtful development can bring to Jasper County for generations.

Thank you for the opportunity to provide comments this evening.

Respectfully,

Kate Schaefer
Director of Land Protection
Open Land Trust



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

Jasper County Council Staff Report

Meeting Date:	May 16, 2022
Project:	Zoning Map Amendment – General Commercial
Applicant:	HCP Partners, LLC
Tax Map Number:	040-00-02-008
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission reviewed this application at their April 12, 2022 Meeting and recommended approval of General Commercial

Description: 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.

Analysis: The Zoning Map Amendment application and request is reviewed by considering the following factors:

- **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.
- **Adjacent Zoning:** The adjacent parcels are zoned Community Commercial, Rural Preservation, Residential, and is also located adjacent to the Hardeeville city limits.
- **Adjacent Land Use:** Adjacent land uses are commercial and vacant. An RV Park is being developed to the rear of the site through the City of Hardeeville.

- **Traffic and Access:** The subject property is accessed by Speedway Boulevard, which is a four-lane divided highway, classified as a major thoroughfare.

Planning Commission Recommendation: Planning Commission recommends approval of the request to have the property designated as General Commercial.

Attachments:

1. Application by the applicant
2. Ordinance
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer



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

Jasper County Council Staff Report

Meeting Date:	May 16, 2022
Project:	Zoning Map Amendment – Community Commercial
Applicant:	A & W Made 4, LLC
Tax Map Number:	029-39-07-014 and 029-39-07-015
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission reviewed this application at their April 12, 2022 Meeting and recommended approval of Community Commercial

Description: 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.

Analysis: The Zoning Map Amendment application and request is reviewed by considering the following factors:

- **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.
- **Adjacent Zoning:** The adjacent parcels are zoned Residential. The city limits of Hardeeville are nearby, but not contiguous to the subject property.
- **Adjacent Land Use:** Adjacent land uses are Residential with some commercial nearby.
- **Traffic and Access:** The subject properties are accessed by an unnamed, county maintained dirt road.

Planning Commission Recommendation: Planning Commission recommends approval of the request to have the property designated as Community Commercial.

Attachments:

1. Application by the applicant
2. Ordinance
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer

AGENDA ITEM:

VIII

Presentation Item A

AGENDA ITEM:

VIII

Proclamation A



***GULLAH / GEECHEE NATION APPRECIATION WEEK
PROCLAMATION***

***TO DESIGNATE THE WEEK OF JULY 30, 2022 – AUGUST 6, 2022, AS GULLAH
/ GEECHEE NATION WEEK***

WHEREAS, Jasper County is one of the most historic Lowcountry counties in South Carolina, and in the 18th Century, this area and the South Carolina coast became the locale of some of the richest rice and farming plantations in the South, which were linked to specific West African ethnic groups who became known as Gullah/Geechee; and,

WHEREAS, the Gullah/Geechee ancestral civilization originated in West Africa, its people coming to the United States due to having been kidnapped to be enslaved in the United States to work on these plantations in the coastal regions, including South Carolina; and with their African fare, original language, and craftsmanship, the Gullah-Geechee people left their mark on South Carolina, and,

WHEREAS, the Gullah/Geechee culture has had a powerful impact on the Lowcountry of South Carolina, including Jasper County, and these Gullah/Geechee influences have helped to define our southern lifestyle and culture; and,

WHEREAS, John Bascomb, who served Jasper County in the SC House of Representatives from 1870 to 1874, was born in 1827 emerged from this culture and community and farmed the very lands on which he and many of his people had been enslaved; and,

WHEREAS, the preservation and celebration of the Gullah/Geechee culture has gained momentum due to the Gullah/Geechee Cultural Heritage Act, created by United States Representative James Clyburn, as well as the efforts of others such as Queen Quet, of the Gullah/Geechee Nation, and Kwame Sha, co-founders of the Gullah/Geechee Nation International Music & Movement Festival[™]; and,

WHEREAS, the Gullah/Geechee Sustainability Plan has been created to sustain the land and the Gullah/Geechee culture; and,

WHEREAS, Queen Quet, who became the first Gullah/Geechee to speak before the United Nations on behalf of Gullah/Geechees, lead the creation of this plan and the aforementioned act; and,

WHEREAS, it is appropriate to recognize the importance of bringing awareness and appreciation for this rich culture and history in order to increase understanding of all the contributions the Gullah/Geechee have given to our area; and,

WHEREAS, the “Gullah/Geechee Nation International Music & Movement Festival™” moves to various parts of the Gullah/Geechee Nation and the African Diaspora each year to educate the world about and to celebrate the continuation of Gullah/Geechee traditions, and,

WHEREAS, the “Gullah/Geechee Nation International Music & Movement Festival™” will be the culmination of “Gullah/Geechee Nation Appreciation Week,” and,

WHEREAS, a series of activities will take place throughout Jasper County and virtually to honor the history and legacy of the Gullah/Geechee Nation and are part of the United Nations Decade of People of African Descent; and,

WHEREAS, Jasper County joins in celebrating the lives of Gullah/Geechees that have left such a rich legacy of our county, region, and nation by joining in with the theme for this year’s celebration as, “**Disya Who WEBE: Celebrating de Gullah/Geechee Living Legacy,**”

NOW, THEREFORE, BE IT RESOLVED that the **JASPER COUNTY COUNCIL**, does hereby proudly recognize the 2022 Gullah/Geechee Nation International Music & Movement Festival™ and proclaim the week of July 30, 2022–August 6, 2022, as

GULLAH/GEECHEE NATION APPRECIATION WEEK

in Jasper County and encourages all citizens to actively participate in educational activities aimed at increasing both knowledge and appreciation of this rich culture.

DONE THIS THE 18TH DAY OF JULY, 2022, AT RIDGELAND, JASPER COUNTY, SOUTH CAROLINA.

BARBARA B. CLARK
CHAIRWOMAN
(SEAL)

AGENDA ITEM:

VIII

Proclamation B

SCORE SC Lowcountry Overview

For The Life of Your Business



Rod Casavant, SCORE SC Lowcountry Chapter Chair
Michelle Gaston, SCORE SC Lowcountry Minority Outreach Chair
Peter Veneto, SCORE SC Lowcountry Chapter Vice Chair
Michael Waters, SCORE SC Lowcountry Chapter Vice Chair

June 2022

www.slowcountry.score.org

SCORE

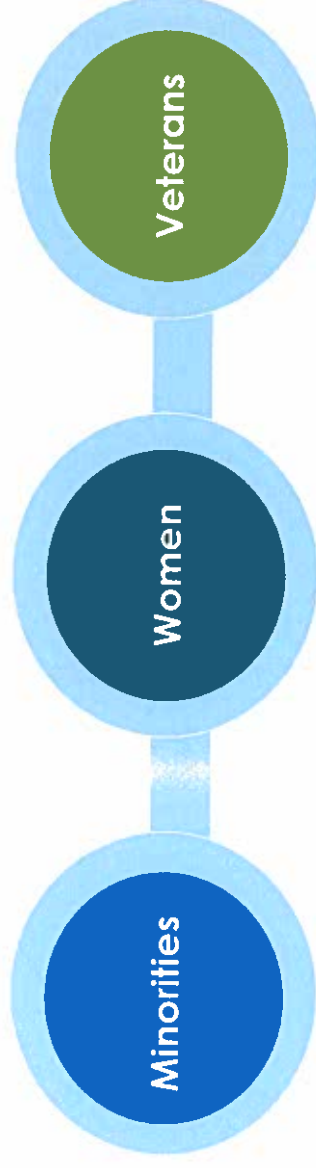
POWERED BY
SBA

How We Serve: Our Clients

The SCORE SC Lowcountry Chapter assists **small business and non-profit** clients in:



We support **all business stages** (startup to exit) and have **outreach programs** for:



How We Serve: Mentoring, Education & Tools

Free and confidential

One-to-one Mentoring

- Timely response to requests
- Tailored to the Client situation

Articles, Tools and Templates

- Comprehensive—build a business plan, financials, competitors, market analysis
- Hundreds of online resources (in English & Spanish)

Workshops, Webinars, Roundtables

- For business startups or taking a business to the next level
- Comprehensive suite of topics

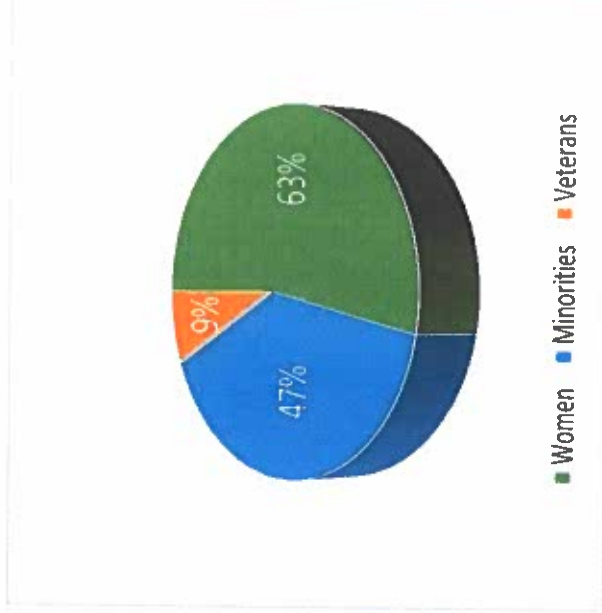


Sample Workshops

- ★ *Leveraging Social Media*
- ★ *Focus on the Customer*
- ★ *Veteran Entrepreneurship*
- ★ *Simple Steps for Starting Your Business*

2021 By the Numbers

Client Mix



Community Impact

48 New Businesses Started

118 Total Jobs Created

2,054 Total Chapter Services

Value to Small Businesses

86% of clients would recommend SCORE to **family and friends**

77% of “in business” clients were **still in business** at the end of 2021

74% of clients confirmed SCORE helped them with their business

Award Winning Support

Recent Awards

- ★ Platinum Chapter for last 4 years
(top performance across the USA for a SCORE Chapter)
- ★ National SCORE Chapter of the Year—Small Markets (2019)
- ★ #1 National Ranking for Client Engagement Survey Results (2019, #4 of 253 Chapters in 2021)
- ★ SC District Chapter of the Year (2021, 2019, 2018)
- ★ Annual Volunteer Award for Workplace/Agency
from SoLoSCAVA

Southern Lowcountry South Carolina Association of Volunteers



Key Collaborations for Minority Programs

Minority small businesses are underrepresented nationally. SCORE SC Lowcountry is aligning with other organizations to build on their successes with their programs.

- SCORE SC Lowcountry and the **South Carolina Commission on Minority Affairs** have signed an MOU to partner and collaborate in promoting and assisting South Carolina's small minority business owners.
- We collaborate with the **Native Island Business & Community Affairs Association**, a Gullah and minority based organization in the Lowcountry, to provide business education to its members.



continued...

Key Collaboration for Minority Programs (continued)

Our partnership with the Beaufort County Black Chamber of Commerce is an example of how we support their program in place rather than reinvent something similar.



BEAUFORT COUNTY

**BLACK CHAMBER
OF COMMERCE**
BUSINESS • HISTORY • CULTURE

Since 2012, SCORE SC Lowcountry has partnered with the Beaufort County Black Chamber of Commerce who is a financial intermediary for SBA loans:

- All applicants for their microloan program (up to \$100,000) must attend SCORE provided three-day workshops which are offered a minimum of four (4) times annually.
- Our workshops, covering how to start a business, marketing and basic finance, serve to **prequalify candidates for these loans.**
- Since 2012, BCBCC has closed on 100+ loans for over \$2M

Minority Small Business Program Overview

SCORE SC Lowcountry

For The Life of Your Business

SCORE SC Lowcountry Awards

We launched the Minority Small Business Support Program on September 7, 2021.

What is it?

- Competitive program
- **\$500 - \$2,500** award range (average award \$1,000)
- SCORE SC Lowcountry absorbed all administrative fees
- Mentors provided to assist with
 - application process
 - drafting a business plan or summary of operation
- SCORE SC Lowcountry will provide workshops to assist with the process

Who was Eligible?

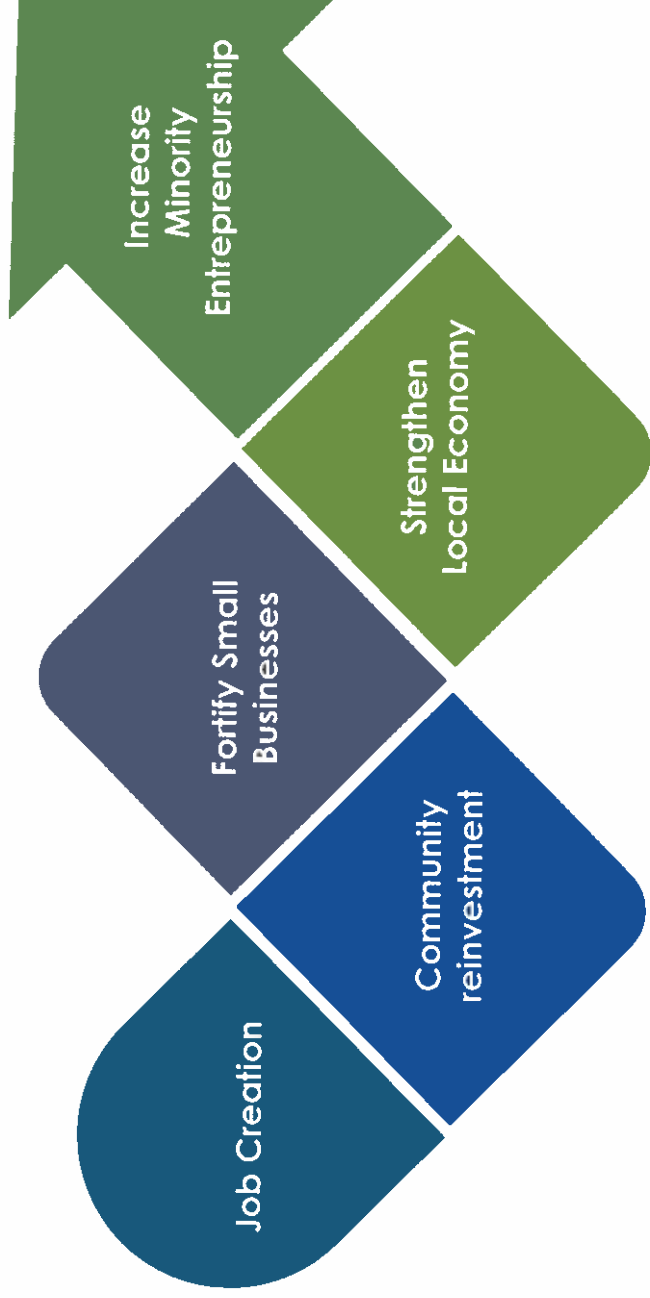
- Business with 25 employees or less
- Business must be 51%+ minority owned
- Eligible groups:
 - African American
 - Asian
 - Hispanic or Latino
 - Native American
- Business can be in the startup phase (less than a year) or established
- Business must present a business plan or summary of operation
- Business must be located in SCORE SC Lowcountry's service area

Why offer awards?

- Some minority business owners were by passed by the PPP & EIDL programs offered by the SBA
- Some were uncomfortable filling out forms and unclear on how to prove financial information of their business
- We felt a program that gave applicants a mentor to talk with and help was needed
- Discussions with community leaders re-enforced the need for assistance

Community Impact

Expanding SCORE SC Lowcountry Minority Programs to provide Mentoring, Workshops and SBA resources will impact our community in several ways.



SCORE SC Lowcountry Awards

Award Process

- The chapter solicited and received funding totaling \$36,000 for awards (sponsors Truist, Wells Fargo, SCORE SC Lowcountry)
- Applications were available through our website and requested to submitted electronically
- Applications were open Sept 7, 2021 to October 6, 2021
- The review and scoring of all applications was performed by five independent community leaders, one from each county- Beaufort, Jasper, Hampton & Colleton County as well as one person from the South Carolina Commission of Minority Affairs
- Applications were prescreened for completeness before submission to the Advisory Committee
- After scoring interviews were scheduled, virtually, and final decisions made

Minority Small Business Support Program 2021 Demographic/Geographic Summary

County	Total Applications Received	Total Awards	Gender	Total Applications Received	Total Awards
Beaufort	42	8	Female	56	9
Jasper	5	0	Male	24	2
Hampton	8	0			
Colleton	25	3			
Ethnicity	Total Applications Received	Total Awards	Age	Total Applications Received	Total Awards
African Amer	72	10	18-24	3	1
Asian	1	1	25-45	48	5
Hispanic	7		45-65	26	5
			Over 65	2	
			Did not respond	1	
Military	Total Applications Received	Total Awards	Age of Business	Total Applications Received	Total Awards
None	68	9	<1 yr old	27	3
Retired	8	2	1-2 yr old	25	6
Active	1		>3 yr old	27	2
Did not respond					

SCORE SC Lowcountry Minority Small Business Awards

Results

- 11 awards were made of \$2,500 each, totaling \$27,500
- In reviewing the applications received, there was a need to educate business owners on how to write a business plan and develop and understand financials. The fundamentals of ownership were needed
- We will run workshops and training in 2022 to help businesses succeed

Award Recipients

- Dorneisha Batson, Just Dorneisha LLC
- Tikima Bowers, The Tikima Bowers Agency
- Nakesha Cox, All Goods Thrift, Consignment & Variety Shop
- Sonya Grant, Gullah T's N Tings
- Luana Graves Sellars, Sankofa Communications
- Danielle Green, LadyBelle Farm Market
- Eric Green, Chef4U
- Mariah Mervin, Prestige Elite Athletics
- Jasmine Morrison, Beat 2 a T Beauty Services
- Nathaniel Pringle, Hidden Treasures Tours of Bluffton
- Nicole Roberts, Millie Mae Clothing

SCORE SC Lowcountry Awards

Results

Comments from our Advisory Committee:

"It was gratifying to be a part of the SCORE Minority Small Business Program Advisory Committee. The program itself provided assistance to underrepresented entrepreneurs seeking supplemental funding to grow their business. I feel that our efforts in supporting these businesses help create jobs, support families, and overall strengthens the community." Dr. Roy Hollingsworth, Hampton County Council Member

"I am humbled and grateful for the opportunity to participate in the award reviewing process. Access to capital remains a consistent barrier for many minority business owners. These funds are "chipping away" at that barrier!" Anthony Brockington, Small and Minority Business Program Manager, South Carolina Commission of Minority Affairs

"This award revealed a great need for capital and business operational support among minority business owners. With additional funding, this program can produce sustainable startup businesses which can grow & scale." Sheree E. Darien, CPDC, Executive Director & Founder, Second Chance Community Outreach, Inc.

Preparation for 2022 Program

- **Funding**
 - Have received \$20,000 in 2022, which brings total available to \$33,500
 - Still looking for sponsors and additional funds for the program
- **Marketing**
 - Attend local community events/fairs/field day
 - Print media
 - Interview broadcast on FOX 28 – WTGS – May 27, 2022-

<https://sclowcountry.score.org/Minority-Owned-Business-Grants-2021>

Preparation for 2022 Program (Continued)

- **Training Workshops**
 - Conduct workshop to teach prospective applicants how to prepare a business plan
 - A minimum of one (1) workshop being planned for Beaufort, Colleton, Hampton and Jasper County
 - Attendance at an orientation session or view session via ZOOM is required
 - Prospective applicants can seek help from SCORE SC Lowcountry mentor, prior to submitting application for award
- **Workshop Schedule**
 - **July 28, 2022 – Dan Ryan Innovation Center- Bluffton**
 - **August 6, 2022 – Colleton County Memorial Library**
 - **August 9, 2022 – Palmetto Electric Community Room-Hardeeville**
 - **September 7, 2022 – Palmetto Electric Community Room- Hardeeville**
 - **September 20, 2022 – Ridgeland Claude Dean Airport - Ridgeland**

What We Need from Community/Business Leaders

IMMEDIATE NEEDS

- Serve on award review Advisory Committee
- Champion and market the Minority Small Business Program in the community
- Provide location where SCORE SC Lowcountry can provide free seminars regarding upcoming Minority Small Business Program

LONGER-TERM NEEDS

- Identify members of the minority community who may serve as a business contact to SCORE SC Lowcountry
- Identify other sources of funding for the program

Request a Mentor Today!

- SCORE SC LOWCOUNTRY SERVICES ARE FREE AND LOCAL.
- YOU GET PERSONAL, CONFIDENTIAL, ONE-TO-ONE ATTENTION AND ACCESS TO THE EXPERTISE THAT IS RIGHT FOR YOUR SITUATION.
- FROM BUSINESS EXPERTS WITH A VARIETY OF BACKGROUNDS AND EXPERTISE, INCLUDING CORPORATE EXECUTIVES AND CURRENT/PREVIOUS BUSINESS OWNERS WHO UNDERSTAND YOUR LOCAL MARKET.



SCORE SC Lowcountry/Find a Mentor

Mentors will schedule socially distant meetings through Zoom, phone or in-person

Be Part of Something Special

Visit <https://sclowcountry.score.org>

Volunteer with SCORE SC Lowcountry.

Our volunteers come from **many backgrounds** and may serve a **variety of roles**.

- **Business Mentors**
- **Workshop Presenters/Moderators**
- **Social Media Expertise**
- **Graphic Designers**
- **Other behind the scenes support :**
 - Subject Matter Experts
 - Administration Support



SCORE is the nation's largest network of volunteer business mentors, with more than 10,000 volunteers in 270+ chapters.

There is an immediate need for Spanish speaking Business Mentors.

Follow the SCORE SC Lowcountry Chapter on social media for regular updates, upcoming workshops, helpful information, and inspirational entrepreneur success stories. Join our online community of expert SCORE business mentors and small business clients today!



Like us on [Facebook](#) to stay in the know.



Follow us on [Twitter](#) and get the latest info for small businesses.



Follow our [LinkedIn](#) company page to engage with other business professionals.

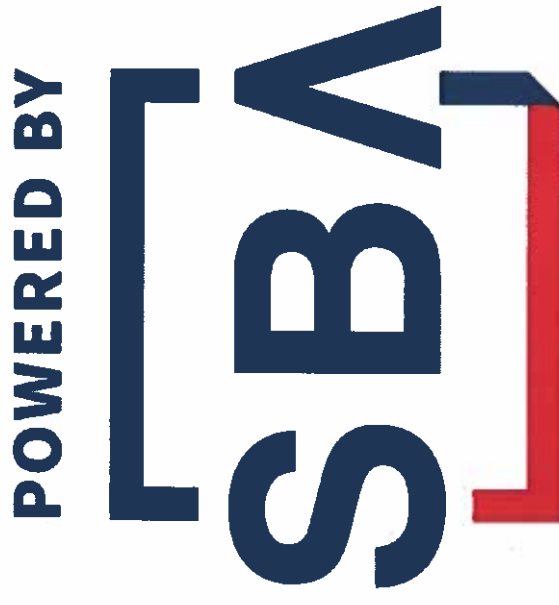


Follow us on [Instagram](#) for our latest information in pictures.



Follow us on [YouTube](#) for our latest broadcasts.

Thank you for your time today.
Questions?



Funded in part through a cooperative agreement with the U.S. Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA.

AGENDA ITEM:

VIII

Proclamation C



AVNSOLUTIONS, LLC

A Division of Anderson and Son Utilities, LLC

A Safety and Compliance Company

331 Ballentine Estates Road

Irmo, South Carolina 29063

Cell (803) 622-8408

Home (803) 781-6082

avnsolutions@yahoo.com

June 12, 2022

Andrew P. Fulghum
Jasper County Administrator
358 Third Avenue
Suite 306-A
Ridgeland, South Carolina 29936

Dear Mr. Fulghum:

Overview:

Thank you for the opportunity to provide you with this report of an initial inspection conducted by the undersigned of the facilities and ground and flight operations at the Jasper County Airport. The inspection was completed on May 26, 2022.

This report is based upon an extensive in-person interview and several detailed discussions with Mr. Danny Lucas, Director, Development Services Division, Jasper County Government, and included an on-site visual inspection of the airport to include, but not limited to: runway (18/36), the designated sod landing area West of runway 18/36 for the use of glider operators, airport taxiways, airport lighting of runway and taxiways, airport security fencing and gates, airport land use, the private operation of an above ground aircraft refueling tank and a aircraft refueling truck, aircraft maintenance activities, and a review of airport leasing operations.

It was reported that Jasper County is not receiving appropriate fees and payments for hanger leases and other activities, such as, but not limited to: private aircraft tiedowns, an open pole shed utilized by glider operators, aircraft maintenance activities conducted from privately leased hangers, and aircraft refueling by a third-party vendor utilizing an above ground fuel tank and a fuel truck.

Furthermore, it was reported that several leases have expired, and these tenants have failed to complete the process to properly renew their lease. Additionally, there is an indication that leases may have been transferred (sold) by an original lease holder to individuals who have not officially entered into a formal lease agreement with Jasper County.

During the execution of this inspection, I applied the provisions described within our Professional Services Agreement dated May 16, 2022, and the Federal Aviation Regulation (FAR). In accordance with said agreement and the FAR please consider the following information.

The agreement described:

- Provide advice and consultation for airport operations at the Ridgeland Airport (3J1) Jasper County, SC.
- Provide consultation for airport safety and security.
- Provide consultation and recommend procedures for achieving and maintaining compliance with Federal Aviation Regulations for airport operations, safety, and security.
- Conduct training, as required, regarding the use of airport facilities and compliance with Standard Industry Practices for airport operations, safety, and security.
- Create and/or review applicable policy and procedures documents to include the safety procedures for the operation of glider aircraft at the Ridgeland Airport.
- Attend Airport Safety and Compliance Committee meetings, as required.
- Provide required liaison between Jasper County and the FAA on issues related to flight and ground operations, airport maintenance activities, airport hangar leasing agreements, and FAA directives that require a response or action by Jasper County.

Reference documents:

- Reviewed historical ground leases for the airport
- Reviewed the current/proposed new ground lease documents for the airport
- Reviewed the following Jasper County ordinances
 1. Jasper County, South Carolina Code of Ordinances: Chapter 29 – Aviation
 2. Minimum Standards for Aeronautical Services
 3. Rules and Regulations for the Jasper County Airport
 4. Procedures for the establishment and operation of a Jasper County Aeronautics Commission
- The Federal Aviation Regulation

Findings and Recommendations:

1. Jasper County Aeronautics Commission is inactive.
 - Recommend the initiation of a process to designate the appropriate number of members to the Airport Aeronautics Commission.
2. Several taxi-way lights are out of service.
 - Recommend the necessary action to repair taxi-way lights.
3. Two (2) separate aircraft maintenance facilities are operating from privately leased hangars.
 - a. These maintenance activities do not have a contract or authority from Jasper County to operate a commercial business from a privately leased aircraft storage hanger.
 - b. The performance of aircraft maintenance on aircraft by an individual who is not the registered owner of the aircraft must be conducted in accordance with the procedures found in the Federal Aviation Regulation (FAR).
 - Recommend the termination of privately operated maintenance activities.
4. Private Aircraft Fueling Operations:
 - a. A separate and independent above ground aircraft refueling facility is being utilized by a private individual to refuel aircraft. It was reported that this individual is not paying fuel flowage fees to Jasper County. In addition, this private refueling facility is located on airport leased property and it was reported that the lease for said property has been expired for several years.
 - b. A privately owned fuel truck is being utilized to refuel aircraft. This fuel truck is parked on the ramp area in front of a hanger. The fuel truck is not properly grounded. This is a safety hazard and a liability for Jasper County.
 - Recommend the termination of the operation of the above ground aircraft refueling facility by a private individual.
 - Recommend the removal of the privately operated fuel truck from the airport.
5. A main entrance gate leading onto the airport property is fixed in the permanently open position. This is a significant airport security issue, and subsequently a liability for Jasper County.
 - Recommend immediate steps be initiated to correct this security issue.
6. An individual with a leased hanger on the airfield has a private gate in the airport security fencing system located near the backside of his hanger. The lease holder utilizes this private gate to gain access to and from his off-airport property. This is not a “through the fence” operation in the strictest sense of the term, but it is another security issue for Jasper County.

- Recommend the permanent closure of this private access gate.

7. The use of the sod area adjacent to the old runway (now a taxiway) for the landing and take-off of aircraft is an unsafe operation and creates an immediate conflict and hazard with aircraft operating on runway 18 and 36.

- Recommend all landing and take-off operations on the sod area adjacent to the old runway cease and desist immediately.

8. The growth of the community bordering the airport on the East side is resulting in an increased number of noise complaints.

- Recommended a permanent Notice to Airman (NOTAM) be issued by the airport sponsor which indicates that the traffic pattern for the use of runway 18/36 has moved to the West side of the runway. This would result in a left-hand traffic pattern for runway 36 and a right-hand traffic pattern for runway 18.

9. Several airport users are utilizing the facilities of the airport for the tie-down of private aircraft, and an open pole shed is being utilized by the glider operators in which maintenance is being performed on the glider tow aircraft. It is reported that these aircraft owners and the glider operation is not paying fees to Jasper County for the use of these facilities. In addition, there is significant aircraft maintenance being conducted on the glider tow aircraft.

- Recommend the initiation of the process for the glider operation to obtain a proper permit and authority from Jasper County for the maintenance of the glider tow aircraft.
- Recommend a formal process to identify owners of all tied down aircraft to initiate and receive payments for aircraft tie down facilities.

10. A personal privately owned vehicle was observed to be parked adjacent to a private leased hanger on a semi-permanent basis, i.e., a large mobile RV.

- Recommend the removal of this vehicle.

11. Inspections of leased hanger facilities has not been initiated by an authorized Jasper County representative.

- Recommend the airport sponsor initiate inspections of the inside of hangers on a routine and scheduled program.

Opinion:

- The airport and aviation related ordinances and documents enacted by Jasper County Council, are comprehensive, directive, and instructive in nature, and each provides methods and guidance for the operation of the airport in a safe and efficient manner without discrimination or favoritism.

- **Jasper County Ordinances (published and dated 2019) are not currently uniformly implemented. The result is that several airport tenants and users of the facilities at the airport are in non-compliance.**
- **A key point to consider is that continued long term and established non-compliance by an airport lease holder, or any tenant or user may become a liability for the airport sponsor in the event of an incident, accident, fire, or other such occurrence. In addition, such activities inhibit airport development and may be in noncompliance with FAA Grant Assurances.**
- **An active and involved Airport Aeronautics Commission is vital to the proper and compliant operation of a General Aviation airport.**
- **The private dispensing of fuel will become a more significant issue when a fuel farm is installed and operated by the Jasper County Airport. Such a set of circumstances pits government against a private enterprise and is in non-compliance of FAA Grant Assurances.**
- **Jasper County assumes a significant liability regarding the dispensing of fuel by private individual(s) into aircraft not personally owned and operated by the individual dispensing the fuel, whether accomplished by above ground fuel tank or fuel truck or any other method of delivery.**
- **Notwithstanding that the maintenance activity being conducted on the airport may be accomplished by a properly certificated A&P mechanic, it is nevertheless a liability issue for Jasper County when the maintenance activity takes place within a hanger designed for the storage of aircraft and the hanger is not properly outfitted with the necessary safety devices and procedures for the conduct of aircraft maintenance.**
- **Whenever Jasper County attempts to enter into agreement(s) with vendor(s) and/or service provider(s) for the purpose of providing aircraft maintenance and avionics services, it will be difficult for these vendors and operators to compete on a level playing field with a “shade tree” maintenance facility(s) operating from a privately leased aircraft storage hanger.**
- **It appears that only minimum contributions for the use of facilities and hangers are being paid by the tenants/users of the Jasper County Airport. Each lease holder, tenant, or other operator/user on the airfield should be required to pay for the use of airport facilities, the leasing of hangers, and other airport amenities.**
- **In the event the minimum contribution is allowed to continue it will significantly inhibit Jasper County from managing the airport in a manner that would eventually approach a**

financially self-sustaining operation as required by the Federal Aviation Administration (FAA) for airports that have received federal funding.

- Each lease holder, tenant, or other operator/user on the airfield should be issued a copy of the current Rules and Regulations, Minimum Standards for Aeronautical Services, and Chapter 29-Aviation which has been promulgated by the Jasper County Council.

Thank you very much for the opportunity to provide you with our services. If you have any questions, or require further information, or need clarification about any item within this report, please do not hesitate to contact me.

I am available for a personal appearance with the Jasper County Council for a discussion regarding my findings, recommendations, and opinions.

Sincerely,

A handwritten signature in blue ink that reads "David Anderson" with a stylized flourish at the end.

David Anderson
Safety and Compliance Consultant
AvnSolutions, LLC

Via email: 06-12-2022

AGENDA ITEM:

IX

Public Comments

AGENDA ITEM:

XI-A

Ordinance item A



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

Jasper County Council Staff Report

Meeting Date:	July 18, 2022
Project:	Zoning Map Amendment – General Commercial
Applicant:	HCP Partners, LLC
Tax Map Number:	039-00-06-002
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission reviewed and recommended approval at their My 10, 2022 Meeting

Description: The subject property consists of 33.4 acres and is located at 9606 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 currently vacant but was previously used as a salvage yard for selling auto parts.

Analysis: The Zoning Map Amendment application and request is reviewed by considering the following factors:

- **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.
- **Adjacent Zoning:** The adjacent parcels are zoned Community Commercial, Rural Preservation, and Residential. The city limits of Hardeeville are nearby, but is not immediately adjacent to the property, so annexation is not a possibility.
- **Adjacent Land Use:** Adjacent land uses are commercial and vacant.

- **Traffic and Access:** The subject property is accessed by Speedway Boulevard, which is a four-lane divided highway, classified as a major thoroughfare.

Planning Commission Recommendation: From a land use perspective, staff recommends approval of the request to have the property designated as General Commercial.

Attachments:

1. Application by the applicant
2. Ordinance
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer




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

Owner or Owner-Authorized Applicant:	HCP Partners, LLC
Address:	65 Schinger Avenue, Suite 101 Ridgeland, SC 29936
Telephone/Fax:	310-415-0451
Email:	hchase@ehousingsolutions.com; jim@strecansky.com
Property Address or Physical Location:	9606 Speedway Boulevard Hardeeville, SC 29927
Tax Map Number(s):	039-00-06-002
Gross Acreage:	33.5 Acres
Current Zoning:	Rural Preservation
Proposed Zoning:	General Commercial
Administrative Fee: (\$250 per lot)	\$250
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	The applicant is under contract to purchase the parcel and intends to develop the parcel for a warehousing and transportation parcel. Speedway Boulevard is conducive to commercial rather than residential uses


 Signature of Owner or Owner-Authorized Applicant
 (Proof of owner-authorization required)

3/23/22
 Date

Internal Use Only

Date Received:	3-29-2021
Amount Received:	250
Staff Member:	RW

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: O-2022-19

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 9606 Speedway Boulevard, bearing Jasper County Tax Map Number 039-00-06-002 from the Community Commercial Zone and the Rural Preservation Zone to the General Commercial Zone on the Jasper County Official Zoning Map.

WHEREAS, the owner of the parcel consisting of approximately 33.40 acres bearing Jasper County Tax Map Number 039-00-06-002 located at 9606 Speedway Boulevard, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Community Commercial Zone and Rural Preservation Zone to the General Commercial Zone and the property owner submitted that request to the Jasper County Planning Commission and County Council; and

WHEREAS, the Jasper County Planning Commission has concurred with the recommendations of the staff report as reflected in this Ordinance and recommends approval by Council; and

WHEREAS, this matter is now before the Jasper County Council for determination;

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the 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, approximately 33.40 acres bearing Jasper County Tax Map Number 039-00-06-002, located at 9606 Speedway Boulevard, depicted on the Jasper County Official Zoning Map in the Community Commercial Zone and Rural Preservation Zone shall be transferred to the General Commercial Zone.

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

Ms. Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # O-2022-19

First Reading: June 6, 2022
Second Reading: July 18, 2022
Public Hearing: July 18, 2022
Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on
May 10, 2022 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



039-00-05-043

039-00-06-229

039-00-06-166

039-00-06-157

039-00-06-050

039-00-06-151

039-00-06-057

039-00-06-056

039-00-06-166

039-00-06-163

039-00-06-168

039-00-06-001

039-00-06-002

039-00-05-182

039-00-06-176

039-00-07-030

LIME HOUSE RD

SPEEDWAY BLVD

039-00-05-001

039-00-01-041

039-00-01-040

039-00-01-045

WILLIAMS LN

039-00-01-031

039-00-01-014

031-00-00-014
PURRYSBURG RD

PINTAIL CREEK DR

039-00-01-003

031-00-00-015

039-00-00-630
FORD PL

BERKLEY HALL RD



039-00-06-048
RP

039-00-06-229
RP

039-00-06-166
RES

039-00-06-157
RES

039-00-06-050
RES

RP

039-00-06-151
RP

FORD PL

BERKELEY HALL RD

FREED

RP

039-00-06-166
RES

039-00-06-001
RP

039-00-06-165
RES

039-00-06-163
RES

039-00-06-168
RES

039-00-06-002
RP

SPEEDWAY BLVD

SPEEDWAY BLVD

RES
RES
RES

CC
CC

039-00-01-045
CC

PURRYSBURG RD

LIME HOUSE RD

SHADY OAK CIR

RES
RES
RES

RP

RES

PIN-TAIL CREEK DR

039-00-01-003
RP

039-00-01-031
RES

Hardcastle

031-00-00-015

AGENDA ITEM:

XI-B

Ordinance item B

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2022-20

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

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

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, HCP Partners, LLC, by virtue of contracts, has an equitable interest in certain lands suitable for development, as more fully identified in the Legal Description Exhibit to the Development Agreement attached hereto as Exhibit A, consisting of 33.4 acres, more or less, as well as 28.5 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: 07.18.2022
Public Hearings: 07.18.2022 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
HCP Partners, LLC Development Agreement

This document was prepared by
Burr & Forman LLP (SFR)
4 Clarks Summit Drive, Suite 200
Bluffton, SC 29910
(843) 815-2171

STATE OF SOUTH CAROLINA) **DEVELOPMENT AGREEMENT**
)
COUNTY OF JASPER) **LEE & MCGRAW TRACTS**

This Development Agreement ("Agreement") is made and entered the latter date of execution below, by and among **McGraw Properties, LLC**, a South Carolina limited liability company ("McGraw"), and **Terry R. Lee** ("Lee" and together with McGraw, "Owner"), **HCP Partners, LLC** ("Developer"), and the governmental authority of **Jasper County, South Carolina** ("County").

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

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

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

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

WHEREAS, Developer will acquire approximately 33.4 acres from McGraw generally known as the McGraw tract, and approximately 28.5 acres from Lee, generally known as the Lee Tract, and proposes to develop, or cause to be developed therein distribution center uses, related warehousing and light industrial uses, including accessory and complimentary uses; and,

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

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

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

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

WHEREAS, The County conducted public hearings regarding its consideration of this Agreement on July ____, 2022 and _____, 2022, after publishing and announcing notice, in accordance with the Act;

WHEREAS, County Council adopted Ordinance Number ____-2022-____ on _____, 2022, (a) determining that this Agreement is consistent with the County Comprehensive Plan, the Act, and the Current Regulations of the County, and (b) approving this Agreement.

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

1. INCORPORATION.

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

2. DEFINITIONS.

As used herein, the following terms mean:

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

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

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

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

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

“County” shall mean Jasper County, South Carolina.

“Developer” means HCP Partners, LLC and all successors in title or lessees of the Owner who undertake Development of the Property who are transferred all or portions of the Development Rights in writing from the Owner or a successor or assign. Developer has a present equitable interest in the Property by virtue of contracts to purchase with Owner.

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

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

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

“Owner” means McGraw and Lee, theirs heirs, successors and any assignee, whereby such interest is assigned in whole or in part in writing.

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

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

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

“Zoning Regulations” means this Development Agreement and the Jasper County Development Ordinance(s) being codified with Municode® and current on Municode® through Supplement No. 3 as of June 21, 2021 as amended through the date of this Agreement except as the provisions thereof may be clarified or modified by the terms of this Agreement.

3. TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the County and Owner and terminate five (5) years thereafter; provided however, that the terms of this Agreement may be considered by the County, in its discretion, for an extension of the Term in accordance with §6-31-60 of the Act absent a material breach of any terms of this Agreement by the Owner or any Developer during the initial term, or any subsequent extension.

4. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Zoning Regulations and this Agreement. All costs charged by or to the County for reviews required by the Jasper County Zoning Ordinance shall be paid by the Owner or Developer or other party applying for such review as generally

charged throughout the County for plan review. The County shall, throughout the Term, maintain or cause to be maintained, a procedure for the processing of reviews as contemplated by the Zoning Regulations and this Agreement.

5. CHANGES TO ZONING REGULATIONS.

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

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

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

6. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as **Exhibit B**, or as may be amended by Owner or Developer(s) in the future to reflect actual market absorption. Pursuant to the Act, the failure of the Owner and any Developer to meet the initial development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to the Owners and Developer(s) good faith efforts to attain compliance with the development schedule. These schedules are planning and forecasting tools only, and shall not be interpreted as mandating the development pace initially forecast or preventing a faster pace if market conditions support a faster pace. The fact that actual development may take place at a different pace, based on future market forces, is expected and shall not be considered a default hereunder. Development activity may occur faster or slower than the forecast schedule, as a matter of right, depending upon market conditions. Furthermore, periodic adjustments to the development schedule which may be submitted unilaterally by Owner / Developers in the future shall not be considered a material amendment or breach of the Agreement.

7. DENSITY.

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

Up to a maximum of 900,000 square feet of distribution center, warehouse, and other related accessory and light industrial uses. As long as the total square footage of allowed uses does not exceed 900,000 square feet, the Owner or Developer shall be allowed to alter location and product mix among all allowed uses under the Zoning Regulations, based upon ongoing project planning and market conditions. Any such changes to exact location, building size, or product mix shall not be considered a material amendment hereto, or an amendment to the subsequent Initial Master Plan, so long as the total allowed density is not exceeded. Such minor changes will be approved at the staff review level.

8. RESTRICTED ACCESS

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

9. EFFECT OF FUTURE LAWS.

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

10. INFRASTRUCTURE AND SERVICES

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

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

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

and acceptance by SCDOT, the SCDOT shall maintain all roadway improvements within the public road right of way. Further provisions regarding traffic management and mitigation are contained in Section 10.N below.

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

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

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

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

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

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

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

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

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

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

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

N. **Traffic Management /Mitigation.** After approximately 500,000 square feet of building space has been constructed and is in operation, Developer shall pay for a traffic warrant examining the need for additional traffic improvements as a result of this Project, such as additional traffic lighting or stacking lane improvements Highway 17. In the event additional improvements are needed to avoid an unacceptable degradation of intersection functioning, such traffic lighting and associated roadway improvements will be permitted and constructed at Developer's expense. If any such additional traffic improvements are warranted, Developer shall engage, or cause to be engaged, appropriate professionals to design, permit and construct such improvements, said construction to be completed within eighteen (18) months of approval and issuance of applicable permits by the SCDOT.

11. **DEVELOPMENT FEES.**

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

DEVELOPMENT FEES	AMOUNT
Non-Residential per 1,000 sf	[\$660] Roads and Traffic Mitigation Facilities
	[\$500] Fire/Public Safety
	[AMOUNTS TO BE DETERMINED, IF APPLICABLE]

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

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

D. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, Developer, their successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the County, provided however, if an entity other than the County is permitted by County to impose fees or obligations similar in nature to those contemplated by this Agreement, Owner or Developer, as applicable, shall be entitled to either an offset against the Development Fees of this Agreement the amount of such fees or obligations which are collected or a credit against the other fees allowed to be collected. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property and that County shall not permit any other governmental authority to impose fees or obligations of a similar nature to that which are contemplated by this Agreement without providing for a credit against the other fees for the fees due under this Agreement; provided, however, the provisions of this paragraph shall not preclude the County or another governmental authority from imposing a fee of a nature which is for services or improvements other than those contemplated under this Agreement - (i.e., roads, fire/public safety), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e., a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.

E. The fees set forth above in Section 11.A and B are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development

Fee or development obligation shall be imposed in connection with the Property, except as may be allowed pursuant to Section 11.C and D and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Fire/Public Safety and Road/Traffic Mitigation Development Fees are subject to an annual inflation factor equal to inflation factor as provided by the State of South Carolina to each local government for the calculation of tax millage increases.

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

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

12. PERMITTING PROCEDURES:

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

B. The County agrees to review all land use changes, land development applications, and plats in an expeditious manner in accordance with County Regulations as modified by the Zoning Regulations. Plans will be processed in accordance with the Zoning Regulations, the then current subdivision plat and development plan procedural requirements and fee schedules. Developer may submit these items for concurrent review with the County and other governmental authorities. County may give final approval to any submission, but will not grant authorization to record plats or begin development construction activities until all permitting agencies have completed their reviews.

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

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

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

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

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

13. DEVELOPER ENTITLEMENTS

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

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

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

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

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

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

14. COMPLIANCE REVIEWS.

As long as Owner or a Developer owns any of the Property, Owner or a Developer or its designee, shall meet with the County, or its designee, at least once, per year, during the Term to review Development completed by within the Property in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner or a Developer, or its designee, shall provide such information as may reasonably be requested, to include but not be limited to,

acreage of the Property sold in the prior year, acreage of the Property under contract, and the number anticipated to be issued in the ensuing year, Development Rights transferred in the prior year, and anticipated to be transferred in the ensuing year. Owner or a Developer or its designee, shall be required to compile this information within a reasonable time after written request by the County.

15. DEFAULTS.

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

Each Party recognizes that the other Party may suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law may exist to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to seek the equitable remedies of injunction and specific performance. However, if there is a dispute between the County and Owner or Developer, or their successor or assign, concerning the terms, meaning, interpretation, rights or obligations under this Agreement (including any determination of material breach under the Act), the Parties agree to submit such dispute to prompt mediation before invoking legal proceedings. This pre-litigation mediation, conducted pursuant to South Carolina Rules for Alternative Dispute Resolution with subsequent judicial action lying in the Court of Common Pleas for Jasper County, shall be initiated by one Party notifying the other Party or Parties in writing of the dispute together with a request for mediation as described herein. The Parties agree that disputes under this Agreement not involving the Current Regulations are contractual matters, not appealable to the Zoning Board of Appeals or the Planning Commission, but to the Court of Common Pleas for Jasper County; however, matters involving the application of the Current Regulations are not contractual, but are subject to the administrative review and appellate provisions involving the Zoning Board of Appeals or the Planning Commission.

A default of the Owner shall not constitute a default by Developers, and default by Developers shall not constitute a default by the Owner. Notwithstanding the foregoing, the failure of the Owner or a Developer, as applicable, to reasonably pursue the required permitting/approvals for and completion of required traffic mitigation measures shall be grounds for the cessation of the issuance of development permits for future sites; provided, however, that should the County Administrator determine that there is a default by the Owner or a Developer, he shall immediately notify the Owner or Developer in writing by certified mail, return receipt requested, and allow the Owner or Developer fifteen (15) days to respond with an explanation of why Owner or Developer is not in default or a plan for remedying the default. In the event Owner or Developer presents a plan of remediation for approval by the County Administrator, whose approval shall not be unreasonably withheld, the parties shall agree to a commercially reasonable time to complete the

remediation plan, and during such time no negative action shall be taken against the Owner or Developer. Failure to submit such a response or failure to subsequently pursue a plan of remediation may result in a moratorium on future development permits, a stop work order, and any other consequences reasonably determined by the County Administrator. The parties acknowledge that owners of completed buildings within the Project shall not be obligated for the obligations of the Owner or Developer set forth in this Agreement, unless the Property remains under unified ownership or unless such owners of completed buildings have been assigned any rights under this Agreement. In such case, the owners of completed buildings shall also be obligated for obligations set forth in this Agreement.

16. MODIFICATION OF AGREEMENT.

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

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

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

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

17. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when

communicated by personal delivery or by independent courier service or by facsimile, email or other means of electronic communication or if by mail on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications shall be given at:

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

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

And to McGraw at: McGraw Properties, LLC
373 Old Cordelia Highway
Gainesville, GA 30507
ATTN: Michael T. McGraw
Email: mikemcgraw629@gmail.com

And to Lee at: Terry R. Lee
P.O. Box 1788
Hardeeville, SC 29927
Email: tlee@terryleecontracting.com

And to Developer at: HCP Partners, LLC
65 Schinger Avenue, Suite 101
Ridgeland, SC 29936
Email: jim@scilogis.com; herb@scilogis.com

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

18. **ENFORCEMENT.**

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

19. **GENERAL.**

A. Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent

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

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

1. that this Agreement is in full force and effect,
2. that this Agreement has not been amended or modified, or if so amended, identifying the amendments,
3. whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and
4. whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

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

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

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

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

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

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

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

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

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

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

M. Contingencies. This Agreement is contingent on Developer acquiring title to the Property and the approval of Developer and the County Council of the Jasper County, South Carolina. Notwithstanding the above, Developer agrees to remain responsible for the payment of the processing fees incurred by the County in reviewing and approving the Development Agreement as set forth in Section 11.G above.

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

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

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

20. STATEMENT OF REQUIRED PROVISIONS

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

1. **Legal Description of Property and Legal and Equitable Owners.** The legal description of the Property is set forth in **Exhibit A** attached hereto. The present legal Owner of the Property is McGraw Properties, LLC, a South Carolina limited liability company and Terry R. Lee, as described above. The equitable owner of the Property is Developer by virtue of its contracts to purchase the Property.
2. **Duration of Agreement.** The duration of this Agreement shall be as provided in Section 3.
3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, population densities, building intensities and heights, as well as other development – related standards, are contained in Zoning Regulations, as supplemented by this Agreement.
4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding water service, sewer service, cable and other telecommunication services, gas service, electrical services, telephone service and solid waste disposal. The mandatory procedures of the Zoning Regulations will ensure availability of roads and utilities to serve the residents on a timely basis.
5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All requirements relating to land transfers for public facilities are set forth in Section 10 above. The Zoning Regulations described above, and incorporated herein, contain numerous provisions for the protection of environmentally sensitive areas. All relevant State and Federal laws will be fully complied with, in addition to the important provisions set forth in this Agreement.
6. **Local Development Permits.** The Development standards for the Property shall be as set forth in the Zoning Regulations. Specific permits must be obtained prior to commencing Development, consistent with the standards set forth in the Zoning Regulations. Building Permits must be obtained under applicable law for any vertical construction, and appropriate permits must be obtained from the State of South Carolina (OCRM) and Army Corps of Engineers, when applicable, prior to any impact upon freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Owner, its successors and assign, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions, unless otherwise provided hereunder.

7. **Comprehensive Plan and Development Agreement.** The Development permitted and proposed under the Zoning Regulations and permitted under this Agreement is consistent with the Comprehensive Plan and with current land use regulations of the County.
8. **Terms for Public Health, Safety and Welfare.** The County Council finds that all issues relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the Zoning Regulations and existing laws.
9. **Historical Structures.** Any cultural, historical structure or sites will be addressed through the applicable federal and state permitting process at the time of development, as required by applicable State regulations. No such structures or sites are known to exist.

[SEPARATE SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

McGraw Properties, LLC
a South Carolina limited liability company

By: _____
Michael T. McGraw, Member

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGMENT

COUNTY OF JASPER)

I HEREBY CERTIFY, that on this ____ day of _____, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Michael T. McGraw, a Member of McGraw Properties, LLC, a South Carolina limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

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

Witness

Terry R. Lee

Notary Public

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ACKNOWLEDGMENT

I HEREBY CERTIFY, that on this ____ day of _____, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared Terry R. Lee, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

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

IN WITNESS WHEREOF, the parties hereby set their hands and seals, effective the date first above written.

WITNESSES:

COUNTY OF JASPER, SOUTH CAROLINA

Witness

By: _____

Notary Public

Its: _____

STATE OF SOUTH CAROLINA.

)

ACKNOWLEDGMENT

COUNTY OF JASPER.

)

)

I HEREBY CERTIFY, that on this ____ day of _____, 2022. before me, the undersigned Notary Public of the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within document, as the appropriate official of Jasper County, South Carolina, who acknowledged the due execution of the foregoing document.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned.

Notary Public for South Carolina

Print Name: _____

My Commission Expires: _____

**EXHIBIT A
TO DEVELOPMENT AGREEMENT
PROPERTY DESCRIPTION**

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
TO DEVELOPMENT AGREEMENT
DEVELOPMENT SCHEDULE**

Development of the Property is expected to occur over the 10-year term of the Agreement, with the sequence and timing of development activity to be dictated largely by market conditions. The following estimate of expected activity is hereby included, to be updated by Developer as the development evolves over the term:

Year(s) of Commencement / Completion					
	2022	2023	2024	2025	2026
Type of Development	Potential start of development. Start clearing/mass grading. Begin design of offsite improvements.	Start underground utilities, hard scape, start building construction. Start construction on offsite improvements as required by SCDOT/County	Complete first 500,000 SF of building space, complete any hard scape associated with building space. Continue construction of offsite improvements as required by SCDOT/County.	Complete next 400,000 SF of building space and any associated hard scape. Complete offsite improvements.	Complete remainder of building SF and site work

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

AGENDA ITEM:

XI-C

Ordinance item C

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE O-2022-21

**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 B. Clark, Chairperson, County Council
Jasper County, South Carolina

[SEAL]

Attest:

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

Ordinance # O-2022-21

First Reading: June 27, 2022
Second Reading: July 18, 2022
Public Hearing: July 18, 2022
Third Reading:

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.

AGENDA ITEM:

XI-D

Ordinance item D

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2022 -22

**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 the Table included in XI (G)(i) 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: # O-2022-22

First Reading: 06.27.2022
Public Hearing: 07.18.2022
Second Public Hearing: _____
Second Reading: 07.18.2022
Third Reading: _____
Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

AGENDA ITEM:

XI-E

Ordinance item E

**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: 07.18.2022
Adopted: 07.18.2022

Reviewed for form by the Jasper County Attorney.

David Tedder

Date

AGENDA ITEM:

XI-F

Ordinance item F

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O- 2022-23

**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: O-2022-23

First Reading: 06.27.2022

Second Reading: 07.18.2022

Public Hearing: _____

Adopted: _____

Reviewed for form by the Jasper County Attorney.

David Tedder

Date

AGENDA ITEM:

XI-G

Ordinance item G

ORDINANCE NO. O-2022 / ____

AN ORDINANCE TO LEVY AND IMPOSE A ONE-HALF OF ONE (1) PERCENT SALES AND USE TAX, SUBJECT TO A REFERENDUM, WITHIN JASPER COUNTY PURSUANT TO SECTION 4-10-1010 ET SEQ. OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED; TO DEFINE THE SPECIFIC PURPOSES AND DESIGNATE PROJECTS FOR WHICH THE PROCEEDS OF THE TAX MAY BE USED; TO PROVIDE THE MAXIMUM TIME FOR WHICH SUCH TAX MAY BE IMPOSED; TO PROVIDE THE ESTIMATED COST OF THE PROJECTS FUNDED FROM THE PROCEEDS OF THE TAX; TO PROVIDE FOR A COUNTY-WIDE REFERENDUM ON THE IMPOSITION OF THE SALES AND USE TAX AND THE ISSUANCE OF GENERAL OBLIGATION BONDS AND TO PRESCRIBE THE CONTENTS OF THE BALLOT QUESTIONS IN THE REFERENDUM; TO PROVIDE FOR THE ADMINISTRATION OF THE TAX, IF APPROVED; TO PROVIDE FOR THE PAYMENT OF THE TAX, IF APPROVED; AND TO PROVIDE FOR OTHER MATTERS RELATING THERETO.

WHEREAS, South Carolina is the tenth-fastest-growing State in the nation, and Jasper County is the sixth-fastest growing county in the State and has a 21.8% increase in population during the last decade;

WHEREAS, the City of Hardeeville in southern Jasper County in 2000 consisted of approximately two square miles; today, the town's footprint exceeds 60 square miles with the vast majority of the area under PUD zoning with Development Agreements, and in the past decade its population increased by 156 percent; and

WHEREAS, the population of the City of Hardeeville in southern Jasper and Beaufort counties has increased by 212 percent in the past decade, and the city has recently approved a 2,200-acre tract at the headwaters of the New River known as Karrh Tract; and

WHEREAS, Jasper and Beaufort counties and their municipalities contain many legacy planned-unit developments (PUDs) dating back to the early 2000s in which significant development densities were vested, and many of these PUDs remain substantially unbuilt, and new PUDs and/or large-tract rezonings are approved on a regular basis;

WHEREAS, this rapid growth puts environmentally unsustainable pressures on our lands and waters, in that the development and the accompanying infrastructure result in the destruction of natural wetlands, marshes, headwaters, and other waterways, thereby hampering the functioning of these systems and eliminating valuable and effective natural storm protection and flood abatement, and fish and wildlife habitat; and

WHEREAS, this growth increases the amount of impervious surfaces throughout the low-lying portions of Jasper and Beaufort counties, which in turn carries pollutants into our waterways; e.g., a study completed in 2019 found that development in the Town of Bluffton had increased levels of fecal coliform in the May River by 3,150 percent in the previous decade; and

WHEREAS, development patterns within the low-lying topography of Jasper and Beaufort counties makes our communities highly vulnerable to flooding, and over the past six years, major

flooding and storm events have caused over one billion dollars in total damages to residential and commercial properties and have imposed substantial burdens on taxpayers; and

WHEREAS, in recognition of the negative consequences associated with environmentally unsustainable levels of development, the South Carolina General Assembly passed on May 12, 2022, and South Carolina Governor Henry McMaster signed on May 16, 2022, a bill (S. 152, Section 4-10-1010, et seq/ of the Code of Laws of South Carolina 1976, as amended; herein, the “County Green Space Sales Tax Act,” or the “Act”) to empower counties to undertake land preservation efforts supportive of, respectful to, and consistent with the principle of private property rights, as opposed to limiting them to the use of traditional land use regulations, which, to attain meaningful relief, could give rise to inverse condemnation claims; and

WHEREAS, the Jasper County Council recognizes the need to preserve land that has scenic, natural, recreational, rural, and open space character which is deemed essential to the County’s quality of life and is desirous of exercising the new preservation alternative provided to it by the Green Space Sales Tax

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF JASPER COUNTY AS FOLLOWS:

Section 1. Recitals and Legislative Findings. As an incident to the enactment of this Ordinance, the County Council of Jasper County, South Carolina (“County Council”) has made the following findings:

(a) The South Carolina General Assembly has enacted the County Green Space Sales Tax Act pursuant to which the county governing body may impose a sales and use tax by ordinance, subject to a referendum, in an amount not to exceed one percent, within the county area for a specific purpose or purposes and for a limited amount of time to collect a limited amount of money.

(b) Pursuant to the terms of Section 4-10-1010(B)(2) of the County Green Space Sales Tax Act (“Act”), revenues collected under this authorization may be used to defray debt service on bonds issued for the specific purposes described herein.

(c) The County Council finds that a one-half of one percent sales and use tax should be levied and imposed within Jasper County, for the following projects and purposes:

(1) For ‘preservation procurements,’ as defined herein this ordinance to mean procuring open lands or green space for preservation, by and through the acquisition of interests in real property, including:

- (i) the acquisition of fee simple titles;
- (ii) conservation easements;
- (iii) development rights;
- (iv) rights of first refusal;
- (v) options;
- (vi) leases with options to purchase; and

(vii) any other interests in real property.

(2) Preservation procurements may pertain to real property situated outside of the boundaries of the taxing jurisdiction.

(All of the above are referred to herein collectively as the “projects.”)

For a period not to exceed ten (10) years from the date of imposition of such tax, to fund the projects at a maximum cost not to exceed \$17,500,000 to be funded from the net proceeds of a sales and use tax imposed in Jasper County pursuant to provisions of the Act, subject to approval of the qualified electors of Jasper County in referendum to be held on November 8, 2022. The imposition of the sales and use tax and the use of sales and use tax revenue if approved in the referendum, shall be subject to the conditions precedent and conditions or restrictions on the use and expenditure of sales and use tax revenue established by the Act, the provisions of this Ordinance, and other applicable law. Subject to annual appropriations by County Council, sales and use tax revenues shall be used for the costs of the projects established in this Ordinance, as it may be amended from time to time, including, without limitation, payment of administrative costs of the projects, and such sums as may be required in connection with the issuance of bonds, the proceeds of which are applied to pay costs of the projects. All spending shall be subject to an annual independent audit to be made available to the public.

(d) County Council finds the imposition of a sales and use tax in Jasper County for the projects and purposes defined in this Ordinance for a limited time not to exceed 10 years to collect a limited amount of money will serve a public purpose, to provide for and protect natural areas and open space in the watersheds of Jasper and Beaufort counties, to protect water quality, to preserve land for recreational activities, to preserve farm and forest land, to preserve contiguous landscapes and habitat corridors, and to protect other environmentally sensitive areas such as wetlands, marsh lands and headwater areas, all of which enhance quality of life in Jasper County, promote public health and safety, and prepare Jasper County to meet its citizens’ present and future needs.

Section 2. Approval of Sales and Use Tax Subject to Referendum.

(a) A sales and use tax (the “Sales and Use Tax”), as authorized by the Act, is hereby imposed in Jasper County, South Carolina, subject to a favorable vote of a majority of the qualified electors voting in a referendum on the imposition of the tax to be held in Jasper County, South Carolina on November 8, 2022.

(b) The Sales and Use Tax shall be imposed for a period not to exceed 10 years from the date of imposition.

(c) The maximum cost of the projects to be funded from the proceeds of the Sales and Use Tax shall not exceed, in the aggregate, the sum of \$17,500,000 and the maximum amount of net proceeds to be raised by the tax shall not exceed \$17,500,000, which includes administrative costs and debt service on bonds issued to pay for the projects. The estimated principal amount of initial authorization of bonds to be issued to pay costs of the projects and to be paid by a portion of the Sales and Use Tax is \$17,500,000.

(d) The Sales and Use Tax shall be expended for the costs of the following projects, including payment of any sums as may be required for the issuance of and debt service for bonds, the proceeds of which are applied to such projects, for the following purposes:

(1) For preservation procurements, to mean procuring for preservation open lands or green space located within or without, or both within and without, the boundaries of the local governmental entities, including the county, municipalities, and special purpose districts located in the county area, by and through the acquisition of interests in real property, including:

- (i) the acquisition of fee simple titles;
- (ii) conservation easements;
- (iii) development rights;
- (iv) rights of first refusal;
- (v) options;
- (vi) leases with options to purchase; and
- (vii) any other interests in real property.

(2) Preservation procurements may pertain to real property situated outside of the boundaries of the taxing jurisdiction.

The amount of the maximum total funds to be collected which shall be expended for these projects and purposes shall be no more than \$17,500,000.

(e) If the Sales and Use Tax is approved in a referendum, then the tax shall be imposed on the first of May following the date of the referendum. If the reimposition of an existing sales and use tax imposed pursuant to this article is approved in a referendum, then the new tax is imposed immediately following the termination of the earlier imposed tax, and the reimposed tax terminates on the applicable thirtieth of April, not to exceed seven years from the date of reimposition. If the certification is not timely made to the Department of Revenue, then the imposition is postponed for twelve months.

(f) The Sales and Use Tax, if approved in a referendum, terminates the final day of the maximum time period specified for the imposition.

(g) Amounts collected in excess of the required net proceeds must first be applied, if applicable, to complete the preservation procurements for which the Sales and Use Tax was imposed.

(h) If the sales and use tax is approved in a referendum, then the Department of Revenue must make available to the public, upon request, all information regarding the amount of the tax that is collected, expenditures, and any remaining funds at the time of the information request to ensure transparency and accountability.

Section 3. Administration of the Funds.

(a) The tax levied pursuant to this article must be administered and collected by the Department of Revenue in the same manner that other sales and use taxes are collected. The Department of Revenue may prescribe amounts that may be added to sales prices because of the tax.

(b) The county in which a referendum is passed shall assemble an advisory committee to assist the Department of Revenue with directing the distribution of the taxes collected to ensure a transparent and equal distribution within the county. The advisory committee shall include seven members:

- (1) one member who is a member of the county council;
- (2) one member who is a member of the legislative delegation;
- (3) one member who is knowledgeable about the geography and condition of the county's land; and
- (4) four citizen members, each representing the northern, southern, eastern, and western portions of the county.

(c) The Sales and Use Tax authorized herein, subject to a referendum, is in addition to all other local sales and use taxes and applies to the gross proceeds of sales in the applicable area that is subject to the tax imposed by Chapter 36, Title 12 and the enforcement provisions of Chapter 54, Title 12. The gross proceeds of the sale of items subject to a maximum tax in Chapter 36, Title 12 are exempt from the tax imposed by this article. Unprepared food items eligible for purchase with United States Department of Agriculture food coupons are exempt from the tax imposed pursuant to this article. The tax imposed by this article also applies to tangible personal property subject to the use tax in Article 13, Chapter 36, Title 12.

(d) A taxpayer required to remit taxes under Article 13, Chapter 36, Title 12 must identify the county in which the personal property purchased at retail is stored, used, or consumed in this State.

(e) A utility is required to report sales in the county in which the consumption of the tangible personal property occurs.

(f) A taxpayer subject to the tax imposed by Section 12-36-920, who owns or manages rental units in more than one county, must separately report in his sales tax return the total gross proceeds from business done in each county.

(g) The gross proceeds of sales of tangible personal property delivered after the imposition date of the tax levied under this article in a county, either under the terms of a construction contract executed before the imposition date, or a written bid submitted before the imposition date, culminating in a construction contract entered into before or after the imposition date, are exempt from the sales and use tax provided in this article if a verified copy of the contract is filed with the Department of Revenue within six months after the imposition date of the sales and use tax provided for in this article.

(h) Notwithstanding the imposition date of the sales and use tax authorized pursuant to this chapter, with respect to services that are billed regularly on a monthly basis, the sales and use tax authorized

pursuant to this article is imposed beginning on the first day of the billing period beginning on or after the imposition date.

(i) The Department of Revenue shall furnish data to the State Treasurer and to the county treasurers receiving revenues for the purpose of calculating distributions and estimating revenues. The information that must be supplied to counties and municipalities upon request includes, but is not limited to, gross receipts, net taxable sales, and tax liability by taxpayers. Information about a specific taxpayer is considered confidential and is governed by the provisions of Section 12-54-240. A person violating this section is subject to the penalties provided in Section 12-54-240.

(j) Annually, and only in the month of June, funds collected by the Department of Revenue from the county green space sales tax, which are not identified as to the governmental unit due the tax, must be transferred, after reasonable effort by the Department of Revenue to determine the appropriate governmental unit, to the State Treasurer's Office. The State Treasurer shall distribute these funds to the county treasurer in the county area in which the tax is imposed, and the revenues must be only used for the purposes stated in the enacting ordinance. The State Treasurer shall calculate this supplemental distribution on a proportional basis based on the current fiscal year's county area revenue collections.

Section 4. Sales and Use Tax Referendum; Ballot Question.

(a)(1) Upon receipt of an ordinance, a county's election commission must conduct a referendum on the question of imposing the sales and use tax in the area of the county that is to be subject to the tax. A referendum for imposition or reimposition of the tax must be held at the time of the next general election in an even-numbered year. Two weeks before a referendum, a county's election commission must publish in a newspaper of general circulation the question that is to appear on the ballot, with a description of the methods by which the county's governing body intends to procure open lands and green space for preservation. If the proposed question includes the use of sales taxes to defray debt service on bonds issued to pay the costs of any preservation procurements, then the notice must include a statement indicating the principal amount of the bonds proposed to be issued for the purpose and, if the issuance of the bonds is to be approved as part of the referendum, stating that the referendum includes the authorization of the issuance of bonds in that amount. This notice is in lieu of any other notice otherwise required by law.

(2) The Board of Voter Registration and Elections of Jasper County shall conduct a referendum on the question of imposing a Sales and Use Tax in the area of Jasper County on Tuesday, November 8, 2022, between the hours of 7 a.m. and 7 p.m. under the election laws of the State of South Carolina, *mutatis mutandis*. The Board of Voter Registration and Elections of Jasper County shall publish in a newspaper of general circulation the question that is to appear on the ballot, with the list of projects and purposes as set forth herein, and the cost of projects, and shall publish such election and other notices as required by law.

(b) The referendum question to be on the ballot of the referendum to be held in Jasper County on November 8, 2022, must read substantially as follows:

OFFICIAL BALLOT, REFERENDUM
SPECIAL SALES AND USE TAX TO PROTECT OPEN LAND AND GREEN SPACES
NOVEMBER 8, 2022

‘Shall a special one-half of one cent sales and use tax be imposed in Jasper County for not more than 10 years to raise up to \$17,500,000 for preservation procurements for the purpose of procuring open lands and green space by and through the acquisition of interests in real property, located within or outside the boundaries of Jasper County, such interests to include:

- (a) the acquisition of fee simple titles;
- (b) conservation easements;
- (c) development rights;
- (d) rights of first refusal;
- (e) options;
- (f) leases with options to purchase; or
- (g) any other interests in real property?’

YES In favor of the question []
NO Opposed to the question []

If the referendum includes the issuance of bonds, then the question must be revised to include the principal amount of bonds proposed to be authorized by the referendum and the sources of payment of the bonds if the sales tax approved in the referendum is inadequate for the payment of the bonds.

(c) All qualified electors desiring to vote in favor of imposing the tax for the stated purposes shall vote ‘yes’, and all qualified electors opposed to levying the tax shall vote ‘no’. If a majority of the votes cast are in favor of imposing the tax, then the tax is imposed as provided in this article and the enacting ordinance. Any subsequent referendum on this question must be held on the date prescribed in subsection (a)(1). The election commission shall conduct the referendum under the election laws of this State, *mutatis mutandis*, and shall certify the result no later than November thirtieth to the county governing body and to the Department of Revenue. Expenses of the referendum must be paid by the governmental entities that would receive the proceeds of the tax in the same proportion as those entities would receive the net proceeds of the tax.

(d) Upon receipt of the returns of a referendum, a county’s governing body must, by resolution, declare the results thereof. In such event, the results of the referendum, as declared by resolution of the county’s governing body, are not open to question except by a suit or proceeding instituted within thirty days from the date such resolution is adopted.

IT IS SO ORDAINED.

Adopted this ___ day of _____, 2022.

COUNTY COUNCIL OF JASPER COUNTY

BY:

Barbara B. Clark, Chairman

APPROVED AS TO FORM:

David L. Tedder, Esq.,
Jasper County Attorney

ATTEST:

Wanda Simmons, Clerk to Council

First Reading,
Second Reading:
Public Hearing:
Third and Final Reading:

AGENDA ITEM:

XI-H

Ordinance item H

**This Ordinance is for First Reading by

TITLE ONLY**