

PUBLIC NOTICE

Aiken Municipal Development Commission Meeting

The Aiken Municipal Development Commission will meet **in-person** on Tuesday, October 12, 2021, at 3:30 P.M. at the **Lessie B. Price Senior & Youth Center at 841 Edgefield Avenue NW.**

EXECUTIVE SESSION NOTICE

After the regular meeting, the Aiken Municipal Development Commission will meet in Executive Session pursuant to Section 30-4-70(a)(1) and (2) of the South Carolina Code to discuss 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 the public body.

Specifically, the Aiken Municipal Development Commission will discuss matters regarding proposed development projects.

Aiken Municipal Development Commission

Agenda

Lessie B. Price Senior & Youth Center
841 Edgefield Avenue NW

October 12, 2021

3:30 P.M.

CALL TO ORDER

1. Approval of Agenda for October 12, 2021.
2. Approval of Minutes for September 14 and September 22, 2021.
3. Consideration of Incentives Application for Great Southern Homes for a 316 Unit Duplex Development on Bushwillow Circle.
4. Consideration of Incentives Application for Jesse Bray for 146 Single Family Homes in Portrait Hills.
5. Sub-Committee Reports.
6. Economic Development Master Plan Implementation Status Report – Tom Hallman.
7. Comments by Commission Members.
8. Information and Updates from Staff.
9. Executive Session to Discuss Economic Development Projects.

ADJOURNMENT

Aiken Municipal Development Commission Minutes

Second Baptist Church on York Street Center
September 14, 2021

Members Present: Keith Wood, Catina Broadwater, David Jameson, Stuart MacVean, Philip Merry, Doug Slaughter, and Chris Verenes.

Members Absent: Marty Gillam and Tom Williams.

Others Present: Tim O'Briant, Stuart Bedenbaugh, Sabina Craig, Buzz Rich, Sara Ridout, Diana Floyd, Tom Hallman, Councilwoman Price, and Colin Demarest of the Aiken Standard.

Mr. Wood, Chair, called the meeting of September 14, 2021, to order at 3:31 p.m.

Mr. Wood thanked Reverend Slaughter for allowing the Commission to meet at the recently renovated old Bi-Lo Store which is now the Second Baptist Church. He noted that Reverend Slaughter would take the Commission members on a tour of the building after the meeting and also Dupont Landing, the Second Baptist housing development.

AGENDA

Mr. Wood stated the first item of business is approval of the agenda.

Mr. Jameson moved, second by Mr. Merry that the agenda be approved as presented. The motion was unanimously approved.

MINUTES

Mr. Wood asked the members to consider approval of the minutes for the August 10 2021, meeting. Mr. MacVean moved, seconded by Mr. Slaughter, that the minutes for the August 10, 2021, meeting be approved. The motion was unanimously approved.

SUB-COMMITTEE REPORTS

Mr. Wood stated the next item is reports from the sub-committees.

Marketing Aiken for Economic Development

Mr. Verenes stated the Marketing Committee had discussed the city's website at the last meeting and the overall value of the website for marketing Aiken and for economic development. He noted they had made a call to Mr. Bedenbaugh and that Mr. Bedenbaugh had stated the city has an IT person working on updating the website and that any insight the committee members might have would be welcomed. Mr. Bedenbaugh will keep the committee updated on the progress of updating the website. He hopes to have the update by the end of the year.

Mr. Jameson stated the thought was that we wanted to have a website that was not just for information for the citizens and visitors, but also for people who might want to start a business in Aiken. It was suggested that we look at other cities' websites for ideas for marketing Aiken for businesses.

Aiken Innovation and Impact District

Mr. Jameson stated the committee had not met. He said with other things that are in play right now, he felt that the Innovation part might need to move from the short term to a mid-term goal. He pointed out a lot of this is based on the startup of the Advanced Manufacturing Collaborative (AMC) and the National Guard DreamPort. He noted that the Dreamport is not fully funded yet, but funding is expected to be approved. He pointed out that AMC is moving forward with design of the project, but it will be about a year from now before we will see construction for the AMC. He said the Innovation District, in his mind, follows that. He said there are some preliminary things that can be done, but he feels the Innovation District follows once we get started. He felt the AMC will have to get up and running to create some synergy and excitement to bring along the next step. The next step would be the Innovation District.

Mr. Jameson pointed out that one thing that had caught their attention is that the Economic Development Administration (EDA) had an Innovation Grant cycle with applications due in early October. He noted that possibly that could be some funding for the project. However, to meet the funding cycle there needs to be a celebrated project which we don't have at this time. One of the things talked about is if more infrastructure funds become available, it would be to our advantage to look at the EDA criteria for the present funding cycle and get the information together for our project to be ready for the next funding cycle.

Make Aiken More Business Friendly

Mr. Merry stated the committee has a working list of items that need to be addressed to make Aiken more business friendly. He said he had been working with the Mayor on the best way to present the matters to Council. The Mayor has a vision of wanting to have an ad hoc committee appointed by Council that would hear the committee's recommendations before the matter is on the Council agenda. He said in thinking about the best time to bring specific recommendations for changes to the Land Development Regulations, Zoning Ordinance, etc. he felt we should wait until we have a new City Engineer and a Planning Director appointed.

Mr. Merry stated one of the items on their list to make Aiken more Business Friendly is to create a resource via the website for people just starting a business so they would know where to start, how to go forward, what the steps are, what to expect, etc. The other item is development of a process to meet with department heads for which he had talked to Mr. O'Briant. Mr. O'Briant stated a meeting regarding the development process is being scheduled. Mr. Merry stated the committee members would like to attend the meetings to be able to see what is happening and what the issues may be, etc. and help be a part of trying to find solutions to the issues. He said the other two items are meeting with a new Planning Director and City Engineer.

Mr. O'Briant pointed out that a new City Engineer started last week. Mr. Bedenbaugh noted that he had advertised for a Planning Director and expects to begin interviewing in October. He said there would be some involvement of the MDC in the process.

Mr. Merry stated the Mayor felt that it would be best for the committee to make some recommendations rather than approaching Council with what is wrong with the development process. He felt that a Planning Director could help with the recommendations to Council.

Mr. O'Briant pointed out that there was an hoc group appointed a few years ago to work with the development process and possibly that group could help with this process now.

Mr. Wood noted he felt that the job of the MDC is to represent the business community and to look at the process and what can make the process better. The MDC would provide those recommendations to Council as to what they felt should be changed to make the process more business friendly. He noted that at some point the MDC needs to put our recommendations in writing and present them to Council for consideration.

Mr. Jameson stated one thing that might be helpful for the Planning Director is a focus group of businesses that have been through the planning process to talk about what worked, didn't work, if the city was too rigid, and how can we streamline the process. He felt that would be helpful to the Planning Director to hear that from the business and development community.

Mr. Bedenbaugh pointed out that he felt it worked well with Mr. Merry being on the panel and providing some input on how the Stormwater Ordinance needed to be revised. He noted that there were various stakeholders on a committee studying the stormwater ordinance, including ecological, neighborhood associations, developers, etc. Now we have a more user friendly stormwater ordinance for both the developers and the city.

Mr. Wood noted that Mr. Merry had mentioned several times about a list that was put together a few years ago, he wondered if Mr. Merry could look at that list and narrow it down as to what the MDC thinks are the top five items to recommend to Council for improvement.

Mr. Merry stated the question is which is the best way strategically. He pointed out that last week in his conversation with the Mayor, he suggested that the Committee present the suggestions all at one time. He noted that the Mayor's idea was a subcommittee to go through the suggestions from the Committee, with the subcommittee making recommendations to Council. The MDC Committee continued to discuss what the process should be in making recommendations to Council to make the process more business friendly.

Mr. Wood asked Mr. Merry to bring the list to the MDC with his recommendations and the priorities for the items on the list. The MDC will review the list at their next meeting.

Target Potential Areas for Redevelopment/Investment.

Ms. Broadwater stated they walked away from their last meeting with some action items. She noted they had received an answer on the old Hahn Village. It appears that the Housing Authority has already earmarked something to take place in that area containing 19.5 acres.

Ms. Broadwater stated the other items they walked away with are finding other avenues to bring money into the project. They understand that these areas need attention, but they are not sure where the money would come from. It was suggested that grants be obtained for funding, some

tax revenue earmarked, putting some money that may come in towards the project which would enhance aesthetics of the four corridors coming into Aiken. The four corridors coming into Aiken are one of the biggest items they are looking at as private projects and bringing businesses to the areas to improve the areas. She said they do not have feedback yet, but they are exploring those avenues. She pointed out that the four gateways coming into the city include U.S. 1 coming from the Interstate down York Street-Columbia Highway, Richland Avenue W coming into Aiken from Augusta, SC 19 entrance and Hahn Village, and Richland Avenue E at 78 and 321 past AGY.

Whiskey Road Corridor.

Mr. Bedenbaugh stated that we have been working with Senator Graham's office in trying to get an appropriation. He pointed out on August 30, 2021, that the Augusta Regional Transportation (ARTS) met and put the Whiskey Road Corridor on the TIP which is the Transportation Improvement Plan which was a request from Senator Graham's office. That information on the project was forwarded to Senator Graham's office and the Senate Appropriations Committee. He said we are waiting to get word on the funding of up to \$8 million for this road project. He noted the total cost of the project is about \$37 million. He pointed out that we have \$7 million in the Capital Sales Tax Fund.

PROGRAM MANAGER UPDATE

Dr. Hallman stated he was not sure Mr. Merry and Mr. O'Briant are giving themselves enough credit proposing the charrette. He said raising the issue of how easy it is to get permits, in his conversations with several people, and raising that in a consistent fashion and pointing out some simple ways to try to address that, he felt had helped in moving this along in the right direction. He felt they had done a good job. It is something to keep monitoring to see if it does resolve issues in the way of solving it.

Dr. Hallman, Program Manager, stated since July he has met with all of the MDC Commission members. He has met with the key city leadership, and has another meeting next week with Mary Catherine Lawton. He said he had met with some interested citizens who primarily were interested in knowing more about the Commission and its staff. He feels that at least one of those people could be of service to the Commission. He pointed out that Mr. Wood had already mentioned the meeting with the Aiken County Housing Authority. He said he had met with Carolyn Emanuel-McClain, of the Rural Health Center, to learn something about her plans and how that might interact with the city. He said he toured Dupont Landing. He said he did not appreciate the valuable proximity of the health center to all that is going on with the residential development in Dupont Landing. He said that represents something that every member of the MDC needs to be aware of. It provides an example of how to move forward with some of the projects that we have been talking about, particularly as it relates to the targeted areas.

Dr. Hallman stated he had given two presentations regarding the MDC, with one being for the Chamber of Commerce.

Dr. Hallman stated in the economic development plan that the City has adopted, about 45% of the plan falls to the MDC, another 45% falls to the City, either in policy or regulations, and there is a hybrid of about some 5% to 10% that deals with the Equestrian Community, Education

Community, and Cultural Community and their impact on economic development and the image of the city. He pointed out that regarding the City, it is a broad portfolio that includes parkways, new programs and entertainment downtown, parking, utility capacity and how that might support annexation efforts, and assuring and improving city-county communications on a regular basis. Also included are economic development along U.S. 1 to I-20, the gateways to Aiken and how we might enhance them, multi-mode of transportation which is how do we move people in a modern society from one place to another. Transportation is not always cars, some is walking, bike paths, etc. He pointed out the Whiskey Road project is not something that the MDC will necessarily decide where there needs to be a bike path, but will try to be sure that the City has planned access for a variety of modes of transportation. Also, included is using grant programs as incentives for economic development and other projects within the city. There was a concern in the report that as we begin to make changes in neighborhoods, there will be concerns about who was living there before, who will be living there after the potential changes, and what the City policy is relating to that might be. These are concerns that need to be considered. He pointed out that covers a wide area for the City, and it is not always easy to do something about everything. He said he did not feel that was the MDC's job as much as trying a variety of techniques when an issue is raised, such as business friendly. He said the latter philosophy of activities is where his concentration will be. He said the MDC would review priorities identified in the Economic Development Plan with the key actors as identified, seeking out what can be improved, what might be accomplished in the near term and be making progress in the right direction. He pointed out that new department heads will be key in the economic development plan. He said once we begin the conversations in trying to work with the key actors to establish timelines that makes steps for them and for the MDC.

Mr. Wood stated this economic development initiative will be happening over a long period of time and a lot of people working on it, and that the Commission needs to be tracking with a chart where we are on each of the initiatives.

Dr. Hallman stated that makes sense. He said the concern he has is that something will get marked as not being done, when someone has not had an opportunity yet to work on that initiative or the time is not right for that initiative yet. He pointed out an example is waiting for a new Planning Director, there are things that are not happening yet.

Mr. Rich stated as we go through the list there may be areas that come up that don't fit into a certain organization or the city. He asked that Dr. Hallman keep in mind that the Aiken Corporation is available and ready to participate. There may be roles that fit better in the Aiken Corporation than the MDC or the City.

Mr. Verenes stated he felt the MDC needs to push the economic development plan, and he felt the MDC needs a progress report or some way to measure what is being done that would be appropriate for the MDC.

Mr. Jameson also stated he felt there needs to be some type status report or progress report without calling anybody out.

Dr. Hallman asked that the MDC think about the measurement indicator on a more informal basis until we get to a place where we are comfortable that people can be accountable. He

pointed out that by February we should be in a place where things can be by measurement or timelines in place for each of the initiatives.

The Commission members continued to discuss the need and reason for having some kind of report on the initiatives and the progress on them. It was noted that there needs to be some way to help track the progress and deadlines of the projects. It was pointed out that having a report gives not only a measurement, but also progress on the projects and encourages people to get as much done as they can. It was also noted that having a report and tracking helps the Commission to be able to see progress and measurement and also would keep Council informed on the progress of the initiatives.

COMMISSION MEMBER VACANCY

Mr. Wood stated the next item is discussion regarding appointment of a new member on the Commission to fill the vacancy created by the resignation of Tom Williams.

Mr. Wood asked if there were any suggestions for names to be considered for appointment to fill the vacancy. There were no suggestions. He said he had a name of a person that he would contact to see if the person would be interested in appointment to the Commission. He said after contacting the person, he would get feedback from the Commission members. If favorable, the name would be submitted to Council for consideration for appointment.

COMMENTS FROM COMMISSION MEMBERS

There were no additional comments from the Commission members.

COMMENTS FROM STAFF

Mr. O'Briant gave a brief update on the Williamsburg Street project. He said Cranston Engineering did the initial concept plan for the project. They are beginning the actual engineering process for the streetscape and stormwater improvements for the Williamsburg Street corridor as well as the alley that we intend to put in through Mr. McGhee's development to serve some of the residential area. They will also do some of the initial engineering on the Jackson Petroleum property. They are also coordinating with Terracon, the environmental firm. It is hoped to have schematics in hand and be ready to go to bid by late spring or early summer 2022. He said we expect to draw down on the funds in January, 2022. He noted that Mr. McGhee is at work on his renovation project and working with the Aiken Corporation on financing the project.

Mr. Rich noted that the Aiken Corporation did approve a loan of \$260,000 to Mr. McGhee for the purpose of paying off an existing loan at Security Federal Bank and giving him the finances to renovate two houses in the area on Williamsburg Street. It is hoped this will be a very successful project tying in with what the city is doing and the Jackson Petroleum property.

EXECUTIVE SESSION

Mr. Wood stated the Municipal Development Commission needs to go into executive session and asked for a motion to go into executive session.

Mr. Jameson moved, seconded by Mr. Merry, that the Commission go into executive session pursuant to Section 30-4070(a)(1) and (2) of the South Carolina Code to discuss 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 the public body. Specifically, the Aiken Municipal Development Commission will discuss matters regarding proposed development projects.

The Commission went into executive session at 4:27 p.m.

After discussion by the Commission Mr. Verenes moved, seconded by Mr. Slaughter, that the Commission come out of executive session. The Commission came out of executive session at 4:51 p.m.

ADJOURNMENT

There being no further business, Mr. MacVean moved, seconded by Mr. Verenes that the meeting adjourn. The motion was unanimously approved. The meeting adjourned at 4:52 p.m.

Sara B. Ridout
City Clerk

Aiken Municipal Development Commission Minutes

Hotel Florence - Vic's
Florence, South Carolina
September 22, 2021

Members Present: Keith Wood, Catina Broadwater, David Jameson, Philip Merry, Doug Slaughter, and Chris Verenes.

Members Absent: Marty Gillam, Stuart MacVean.

Others Present: Tim O'Briant, Stuart Bedenbaugh, Sara Ridout, Tom Hallman, Councilwoman Price, Chad Matthews, Rick Osbon, Ray Massey, Marya Moultrie, Mary Tilton, and Landon Stamper of the Aiken Standard.

Raines/Partners: Grey Raines, David Tart, Kristen Myers, Kristy Fowler, LPA: Lat Purser and Jack Levinson, Steven Wukela former Mayor of Florence.

Mr. Wood, Chair, called the meeting of September 22, 2021, to order at 11:30 a.m. He stated the purpose of the meeting was to visit Florence, South Carolina's downtown to see what they had done in revitalizing and developing their downtown and to see what has and hasn't worked for Florence. He thanked Raines and Partners for hosting the meeting and tour of the downtown.

Mr. Grey Raines, David Tart, Lat Purser, Jack Levinson, and Steven Wukela, former Mayor of Florence, reviewed their projects in the downtown and answered questions from the AMDC members. The group toured several buildings in the downtown area, including the Hotel Florence building, an apartment complex, parking garage and Hyatt Place hotel.

ADJOURNMENT

There being no further business, Mr. Jameson moved, seconded by Mr. Verenes that the meeting adjourn. The motion was unanimously approved. The meeting adjourned at 2:10 p.m.

Sara B. Ridout
City Clerk

THE CITY OF AIKEN

Memorandum

Date : October 12, 2021

To : Aiken Municipal Development Commission

From : Sabina Craig, Development Project Manager

Subject: Bushwillow Circle - Economic Development Incentive Application

Great Southern Homes plans to develop Bushwillow Circle, a new construction 316-unit duplex development located off of York St, NE/US #1, with a construction budget of approximately \$9 million. The Tax Parcel ID numbers for the real estate are 120-11-18-001, 120-11-01-001 and 120-11-18-013. The entire site is 47.23 acres. The developer, Great Southern Homes (Jesse Bray), estimates the development to start site work in November, 2021, the development will be phased. As stated in the City of Aiken Economic Development Incentives Application, the project will provide 316 market rate duplexes on the north side of Aiken. The property will consist of 158 buildings comprised of 2 units each.

The Bushwillow Circle development represents an approximate \$9 million investment in the City of Aiken. In addition to providing housing in the area, the proposed development will pay water and sewer tap, impact, and meter fees, building permitting and license fees to the City for its services. Once the units are sold, the customer will be paying property taxes. Estimating a unit purchase price is \$175,000, at 4%, a tax projection would be \$137,144.00 in city property taxes annually.

The applicant seeks consideration of the project for a recommendation to City Council to include the Incentive Agreement and to extend reimbursement of City fees as outlined in the agreement in an amount equal to 50% of the enumerated City fees paid by the developer with total reimbursement cap of \$243,520. That amount represents less than 2.7% of the project investment proposed by the Bushwillow Circle development.

**ECONOMIC DEVELOPMENT INDUCEMENT AND
INCENTIVE AGREEMENT**

By and between

CITY OF AIKEN, SOUTH CAROLINA

and

GREAT SOUTHERN HOMES – JESSE BRAY

BUSHWILLOW CIRCLE

Dated _____, 2021

This **ECONOMIC DEVELOPMENT INDUCEMENT AND INCENTIVE AGREEMENT** (this "**Agreement**") is made and entered into as of _____, 2021, by and between the **CITY OF AIKEN, SOUTH CAROLINA** (the "**City**"), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**"), acting by and through the City Council of the City (the "**Council**"), as governing body of the City, and **GREAT SOUTHERN HOMES – JESSE BRAY (BUSHWILLOW CIRCLE)**, General Managing Partner, acting for itself, any affiliates, permitted successor, and assigns (the "**Company**").

RECITALS:

WHEREAS, the City is duly empowered to enact ordinances, not inconsistent with the laws or Constitution of the State of South Carolina, 1895, as amended, exercising its powers related to the expenditure of public funds for public purposes and those other powers incident to, and necessary for the accomplishment of, the City's express authorization to levy certain taxes and fees. Pursuant to an ordinance of the Council enacted on August 13, 2018, the Council created the City's Economic Development Incentive Program, which is currently in the process of being codified in the City's Code of Ordinances (the "**Program**"). Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Program.

WHEREAS, the Company has submitted a Proposal (attached to the Ordinance as **Exhibit A**) requesting that the City provide certain Incentives to the Company, as further described in this Agreement, as an inducement for the Company to establish a Development (as further described in this Agreement) on a portion of, totaling approximately forty-seven (47.23) acres, of real property located within the Incentive Area, identified as TMS: 120-11-18-001, 120-11-01-001, and 120-11-18-013 (as further defined herein, the "**Subject Property**"). The Company represents that it will invest approximately \$9 Million in the Subject Property and improvements thereon, and will construct 316 single family duplexes over the course of the project. It is estimated that three jobs will be created for every house built. The project will be completed in phases, with each contractor having a City business license. The City will gain 316 utility customers in perpetuity, including tax revenue and one new business, the HOA. Construction is expected to start in November, 2021. Homes to be sold at market rate value.

WHEREAS, pursuant to an ordinance enacted on August 13, 2018 (the "**Ordinance**"), the Council has authorized the City to enter into this Agreement, and based upon information contained in the Proposal, the Council further determined that the Development would subserve the Goals of the Program and would result in the realization of the following direct and indirect Benefits by the City: (a) increased property values within the area in which the incentives are offered and the City as a whole; (b) increased revenues from property taxes, business license fees, permit fees, utility revenues, and other fees imposed by the City from other properties within the area in which incentives are offered; (c) greater amenities for the benefit of the City's citizens; and (d) increased tourism and commercial activity within the area in which the incentives are offered and the City as a whole. Further, the Council has determined that the aggregate direct and indirect benefits that will be realized by the City exceed the value of the Incentives to the Company.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

SECTION 1.1. *Definitions.* Capitalized terms contained in this Agreement and not defined herein shall have the meaning given to such terms in the Program. For purposes of this Agreement, the following terms shall have the respective meanings indicated:

“**City**” means the City of Aiken, South Carolina, and its successors and assigns.

“**Company**” means Great Southern Homes – Jesse Bray.

“**Development**” means the Subject Property and improvements located thereon, as further described in plans submitted to the City attached hereto at **Exhibit B**.

“**Incentives**” mean those rebates and reimbursements authorized pursuant to the Ordinance, and further described in this Agreement, paid to the Company as an inducement for the establishment of the Development within the City, as such Incentives are further described, to the extent possible at present, on the incentive application attached hereto at **Exhibit A**.

“**Subject Property**” means the real property, identified as TMS: 120-11-18-001, 120-11-01-001, and 120-11-18-013.

**ARTICLE II
REPRESENTATIONS**

SECTION 2.1. *Representations as to Establishment of the Development.* The Company makes the following representations with respect to the establishment of the Development:

(A) The Company represents that it has acquired, constructed and/or installed or made plans for the acquisition, lease, construction and/or installation of certain real property comprising the Subject Property and real property improvements thereon which the Company anticipates will ultimately result in certain investments and the retention and creation of jobs within the City. The Company represents that its anticipated investment in the Development shall exceed \$9 Million, which the City has found to be an adequate investment in the Ordinance to qualify under the Program.

(B) The Company intends to use its best efforts to undertake the Development in accordance with the plans and specifications submitted to the City and will diligently pursue its completion and continued operation.

**ARTICLE III
INCENTIVES**

SECTION 3.1. *Incentives.* As an inducement to establish the Development within the City, the City shall provide the following Incentives to the Company, as set forth on the worksheet attached hereto at **Exhibit A**:

(A) Twelve months after the issuance of a certificate of occupancy for the Development, the City shall reimburse the Company 50% of all applicable Connection Fees and 50% of all applicable Permit Fees actually paid by the Company, or an agent of the Company, any business license fees to the City for revenue derived by the Company from its business operations with respect to the Development to the City with respect to the Development. The City shall make the reimbursement to the Company in three equal payments over the subsequent three calendar years beginning at the end of the calendar year for which the business license fee was paid. In aggregate, the reimbursement to the Company is not to exceed \$243,520.

Remedies for Failure to Establish Development. If the Company materially reduces the scope of the Development from that which is described in plans submitted to the City or fails to continuously operate the Development during the period which the Incentives are being provided, the Council may reevaluate any Incentive and may terminate or reduce any Incentives that have yet to be paid.

ARTICLE IV MISCELLANEOUS

SECTION 4.1. *Other Regulations.* The Company shall comply with all ordinances, regulations, rules, and requirements of the City or any other federal, State, or local governmental body with respect to any permit, approval, or authorization required for the establishment of the Development. The execution and delivery of this Agreement by the City shall not constitute an approval of any such ordinance, regulation, rule, or requirement.

SECTION 4.2. *Payment of Fees and Charges; Non-appropriation.* The obligation of the Company, and all businesses located within the Development, to pay all fees, charges, taxes and any other amount due and payable to the City shall be absolute and unconditional in all events and shall not be subject to any reduction or set-off against any amount due to the Company pursuant to this Agreement. The City's obligation to pay the amount of any Incentive due in any fiscal year subsequent to the year in which this Agreement is executed and delivered shall be subject to appropriation by the Council in each budget year that any Incentives are due under this Agreement; provided, however, the City shall include the amounts of any Incentives payable hereunder in the initial proposed budget of the City in any given year and shall make its best efforts to appropriate such funds in any year in which Incentives hereunder are due to be paid. In the event of any non-appropriation by the City, no recourse may be had by the Company or any Payor against the City, any officials, employees, or any other agent associated with the City.

SECTION 4.3. *Titles of Articles and Sections.* Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience or reference only and are not definitive in construing or interpreting any of its provisions.

SECTION 4.4. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address:

If to the Company:

Great Southern Homes
C/O Jesse Bray
90 N. Royal Tower Dr.
Irmo, SC 29063

If to the City:

City of Aiken
Attention: City Manager
P.O. Box 1177
Aiken, SC 29802

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt, or (2) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 4.5. *Approvals.* Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of this Agreement and that any such consent or approval will not be unreasonably delayed or qualified.

SECTION 4.6. *General.* This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, supersedes all prior understandings, if any, with respect to it and may not be amended, supplemented or terminated, nor shall any obligation under or condition of it be deemed waived, except by a written instrument to that effect signed by the party to be charged. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The warranties, representations, agreements and undertakings contained in this Agreement shall not be deemed to have been made for the benefit of any person or entity, other than the parties to this Agreement.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, THE CITY OF AIKEN, SOUTH CAROLINA, and GREAT SOUTHERN HOMES – JESSE BRAY, each pursuant to due authority, has duly executed this Agreement, all as of the date first above written.

CITY OF AIKEN, SOUTH CAROLINA

City Manager

ATTEST:

Clerk to City Council

**GREAT SOUTHERN HOMES – JESSE BRAY,
BUSHWILLOW CIRCLE**

Witness 1:

Witness 2:

By: _____

Its: _____

EXHIBIT A

INCENTIVE APPLICATION

Estimate of City Fees to be paid by the Developer in Year One of the Agreement

Building Permits/Inspections	\$1,365.00
Utility Impact and Tap Fees (meters, water, sewer, witness fees)	\$485,572.84 (per 316 units)
Business License Fee	\$80.00 (\$75 annually + \$5 decal per vehicle)
<hr/>	
Total Estimated Fees	\$487,017.84

Estimated Rebate to be issued one year after Certificate of Occupancy issued with all conditions of the Incentive Agreement met:

$$487,018 \times 50\% = \$243,509 *$$

* Regardless of actual fees paid, total rebate related to project not to exceed \$243,520

EXHIBIT B
DESCRIPTION OF DEVELOPMENT

CITY OF AIKEN

PROPOSAL FOR ECONOMIC DEVELOPMENT
INCENTIVES

The City of Aiken, South Carolina (the "City") has enacted its Economic Development Incentive Program, which is codified the City's Code of Ordinance (the "Program"). Pursuant to the Program, all requests for Incentives shall be made using this form. This form shall be signed and submitted, either: in person at the City's Administration Building, located at 214 Park Avenue, SW, Aiken, SC, or by mail to the City of Aiken, Attn: Economic Development Department, P.O. Drawer 1177, Aiken, SC 29802. Terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Program.

NAME: Great Southern Homes DATE OF REQUEST: 9-7-2021

ADDRESS: 90 N. Royal Tower Drive

CITY: Irmo STATE: SC ZIP CODE: 29063

PHONE NUMBER: (502) 301-9882 EMAIL: jessebray@greatsouthernhomes.com

DESCRIPTION OF THE PROPERTY (please include tax identification number(s) and any current or expected acquisition costs – be as specific as possible and attach additional pages if needed): There are three tax parcels: TMS: 120-11-18-001, 120-11-01-001, and 120-11-18-013. Acquisition and development to exceed \$9 million, there is a total of 47.23 acres.

ESTIMATED START DATE FOR DEVELOPMENT: November 2021

DESCRIPTION OF DEVELOPMENT (please include a good faith estimate of expected costs, being as specific as possible: attach additional pages if needed): Single family neighborhood development of 316 duplexes. Site work will consist of \$9M over the course of the project. The project will be phased. This project will be submitted for permitting within the next two (2) months. This development will provide 316 new housing units to an area the City wants to grow.

JOB CREATION (please include a good faith estimate of Jobs created and expected dates of implementation): NAHB estimates three (3) jobs are created for every home built.

ESTIMATES AS TO BENEFITS TO THE CITY FROM THE DEVELOPMENT (may include, but not limited to business license fees, property taxes, improvements to City-owned infrastructure or utilities – be as specific as possible and attach additional pages if needed): Each of our contractors will be requested to have business licenses in the city. Assessed value currently \$260, will increase significantly. The City will gain 316 utility customers in perpetuity, including tax revenue and one (1) new business, the HOA.

OTHER PERTINENT INFORMATION (please attach additional pages if needed): _____

I, the undersigned, submit the above information to the City and certify that, to the best of my knowledge, the information supplied hereinabove is factually correct and contains no material misstatements or other misrepresentations. Additionally, I affirm and certify that, based on the acquisition costs of the property described above, the costs of the proposed improvements and the expected Jobs to be created or retained, the development shall meet or exceed the Minimum Investment requirements set forth in the Program.

SIGNATURE:  DATE: 9-7-21

FOR CITY USE ONLY

DEPARTMENT SUBJECT TO REQUEST: _____	RECEIVED BY: _____
REQUEST ASSIGNED TO: _____	DATE OF COMPLETION: _____
DATE OF ASSIGNMENT: _____	DATE RESPONSE DUE: _____



Overview



Legend

- Parcels
- Roads

Parcel ID	120-11-18-001	Alternate ID	n/a	Owner Name	GCRW OF AIKEN LLC
Sec/Twp/Rng	1201118	Class	n/a		
Property Address	1245 YORKST NE	Acreeage	40.45		
District	n/a				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Date created: 9/29/2021
 Last Data Uploaded: 9/28/2021 11:03:43 PM

Developed by **Schneider & Spatial**

THE CITY OF AIKEN

Memorandum

Date : October 12, 2021

To : Aiken Municipal Development Commission

From : Sabina Craig, Development Project Manager

Subject: Portrait Hills - Economic Development Incentive Application

Mr. Jesse Bray plans to develop Portrait Hills, a new construction 146 single family unit development located off of University Parkway, an extension of Grand Oaks subdivision, with a construction budget of approximately \$4 million. The Tax Parcel ID numbers for the real estate are 104-08-03-012 and 104-08-03-009. The construction site is approximately 41 acres. The developer, Jesse Bray, estimates the development to start site work in November, 2021, the development will be phased. As stated in the City of Aiken Economic Development Incentives Application, the project will provide 146 market rate houses on the north side of Aiken.

The Portrait Hills subdivision development represents an approximate \$4 million investment in the City of Aiken. In addition to providing housing in the area, the proposed development will pay water and sewer tap, impact, and meter fees, building permitting and license fees to the City for its services. Once the units are sold, the customer will be paying property taxes. Estimating a unit purchase price is \$280,000, at 4%, a tax projection would be \$101,382.40 in city property taxes annually.

The applicant seeks consideration of the project for a recommendation to City Council to include the Incentive Agreement and to extend reimbursement of City fees as outlined in the agreement in an amount equal to 50% of the enumerated City fees paid by the developer with total reimbursement cap of \$112,661. That amount represents less than 2.8% of the project investment proposed by the Bushwillow Circle development.

**ECONOMIC DEVELOPMENT INDUCEMENT AND
INCENTIVE AGREEMENT**

By and between

CITY OF AIKEN, SOUTH CAROLINA

and

**JESSE BRAY
PORTRAIT HILLS**

Dated _____, 2021

This **ECONOMIC DEVELOPMENT INDUCEMENT AND INCENTIVE AGREEMENT** (this "**Agreement**") is made and entered into as of ____ __, 2021, by and between the **CITY OF AIKEN, SOUTH CAROLINA** (the "**City**"), a body politic and corporate and a political subdivision of the State of South Carolina (the "**State**"), acting by and through the City Council of the City (the "**Council**"), as governing body of the City, and **JESSE BRAY (PORTRAIT HILLS)**, General Managing Partner, acting for itself, any affiliates, permitted successor, and assigns (the "**Company**").

RECITALS:

WHEREAS, the City is duly empowered to enact ordinances, not inconsistent with the laws or Constitution of the State of South Carolina, 1895, as amended, exercising its powers related to the expenditure of public funds for public purposes and those other powers incident to, and necessary for the accomplishment of, the City's express authorization to levy certain taxes and fees. Pursuant to an ordinance of the Council enacted on August 13, 2018, the Council created the City's Economic Development Incentive Program, which is currently in the process of being codified in the City's Code of Ordinances (the "**Program**"). Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the Program.

WHEREAS, the Company has submitted a Proposal (attached to the Ordinance as **Exhibit A**) requesting that the City provide certain Incentives to the Company, as further described in this Agreement, as an inducement for the Company to establish a Development (as further described in this Agreement) on a portion of, totaling approximately forty-one (41) acres, of real property located within the Incentive Area, identified as TMS: 104-08-03-012 and 104-08-03-009 (as further defined herein, the "**Subject Property**"). The Company represents that it will invest approximately \$4 Million, plus the cost of site work in the Subject Property and improvements thereon and will construct 146 single-family detached homes over the course of the project in a subdivision where the home's affordability will be the average market rate. There will be two builders in the proposed development hiring various local labor under each construction company for trade positions such as plumbers, framers, sheetrock, roofers, electrical, etc. The City will gain 146 utility customers, including property taxes, water, sewer and stormwater of each house. The site development will take 9-18 months and then another 4 years of house construction.

WHEREAS, pursuant to an ordinance enacted on August 13, 2018 (the "**Ordinance**"), the Council has authorized the City to enter into this Agreement, and based upon information contained in the Proposal, the Council further determined that the Development would subserve the Goals of the Program and would result in the realization of the following direct and indirect Benefits by the City: (a) increased property values within the area in which the incentives are offered and the City as a whole; (b) increased revenues from property taxes, business license fees, permit fees, utility revenues, and other fees imposed by the City from other properties within the area in which incentives are offered; (c) greater amenities for the benefit of the City's citizens; and (d) increased tourism and commercial activity within the area in which the incentives are offered and the City as a whole. Further, the Council has determined that the aggregate direct and indirect benefits that will be realized by the City exceed the value of the Incentives to the Company.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

SECTION 1.1. *Definitions.* Capitalized terms contained in this Agreement and not defined herein shall have the meaning given to such terms in the Program. For purposes of this Agreement, the following terms shall have the respective meanings indicated:

“**City**” means the City of Aiken, South Carolina, and its successors and assigns.

“**Company**” means Jesse Bray – Portrait Hills.

“**Development**” means the Subject Property and improvements located thereon, as further described in plans submitted to the City attached hereto at **Exhibit B**.

“**Incentives**” mean those rebates and reimbursements authorized pursuant to the Ordinance, and further described in this Agreement, paid to the Company as an inducement for the establishment of the Development within the City, as such Incentives are further described, to the extent possible at present, on the incentive application attached hereto at **Exhibit A**.

“**Subject Property**” means the real property, identified as TMS: 104-08-03-012, 104-08-03-009.

**ARTICLE II
REPRESENTATIONS**

SECTION 2.1. *Representations as to Establishment of the Development.* The Company makes the following representations with respect to the establishment of the Development:

(A) The Company represents that it has acquired, constructed and/or installed or made plans for the acquisition, lease, construction and/or installation of certain real property comprising the Subject Property and real property improvements thereon which the Company anticipates will ultimately result in certain investments and the retention and creation of jobs within the City. The Company represents that its anticipated investment in the Development shall exceed \$4 Million, which the City has found to be an adequate investment in the Ordinance to qualify under the Program.

(B) The Company intends to use its best efforts to undertake the Development in accordance with the plans and specifications submitted to the City and will diligently pursue its completion and continued operation.

**ARTICLE III
INCENTIVES**

SECTION 3.1. *Incentives.* As an inducement to establish the Development within the City, the City shall provide the following Incentives to the Company, as set forth on the worksheet attached hereto at **Exhibit A**:

(A) Twelve months after the issuance of a certificate of occupancy for the Development, the City shall reimburse the Company 50% of all applicable Connection Fees and 50% of all applicable Permit

Fees actually paid by the Company, or an agent of the Company, any business license fees to the City for revenue derived by the Company from its business operations with respect to the Development to the City with respect to the Development. The City shall make the reimbursement to the Company in three equal payments over the subsequent three calendar years beginning at the end of the calendar year for which the business license fee was paid. In aggregate, the reimbursement to the Company is not to exceed \$112,700.

Remedies for Failure to Establish Development. If the Company materially reduces the scope of the Development from that which is described in plans submitted to the City or fails to continuously operate the Development during the period which the Incentives are being provided, the Council may reevaluate any Incentive and may terminate or reduce any Incentives that have yet to be paid.

ARTICLE IV MISCELLANEOUS

SECTION 4.1. *Other Regulations.* The Company shall comply with all ordinances, regulations, rules, and requirements of the City or any other federal, State, or local governmental body with respect to any permit, approval, or authorization required for the establishment of the Development. The execution and delivery of this Agreement by the City shall not constitute an approval of any such ordinance, regulation, rule, or requirement.

SECTION 4.2. *Payment of Fees and Charges; Non-appropriation.* The obligation of the Company, and all businesses located within the Development, to pay all fees, charges, taxes and any other amount due and payable to the City shall be absolute and unconditional in all events and shall not be subject to any reduction or set-off against any amount due to the Company pursuant to this Agreement. The City's obligation to pay the amount of any Incentive due in any fiscal year subsequent to the year in which this Agreement is executed and delivered shall be subject to appropriation by the Council in each budget year that any Incentives are due under this Agreement; provided, however, the City shall include the amounts of any Incentives payable hereunder in the initial proposed budget of the City in any given year and shall make its best efforts to appropriate such funds in any year in which Incentives hereunder are due to be paid. In the event of any non-appropriation by the City, no recourse may be had by the Company or any Payor against the City, any officials, employees, or any other agent associated with the City.

SECTION 4.3. *Titles of Articles and Sections.* Any titles of the several parts, Articles and Sections of this Agreement are inserted for convenience or reference only and are not definitive in construing or interpreting any of its provisions.

SECTION 4.4. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address:

If to the Company:

Jesse Bray
90 N. Royal Tower Dr.
Irmo, SC 29063

If to the City:

City of Aiken
Attention: City Manager
P.O. Box 1177
Aiken, SC 29802

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt, or (2) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 4.5. *Approvals.* Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of this Agreement and that any such consent or approval will not be unreasonably delayed or qualified.

SECTION 4.6. *General.* This Agreement may be executed in any number of counterparts, each of which shall constitute an original but all of which, taken together, shall constitute but one and the same instrument. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement, supersedes all prior understandings, if any, with respect to it and may not be amended, supplemented or terminated, nor shall any obligation under or condition of it be deemed waived, except by a written instrument to that effect signed by the party to be charged. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The warranties, representations, agreements and undertakings contained in this Agreement shall not be deemed to have been made for the benefit of any person or entity, other than the parties to this Agreement.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, THE CITY OF AIKEN, SOUTH CAROLINA, and JESSE BRAY – PORTRAIT HILLS, each pursuant to due authority, has duly executed this Agreement, all as of the date first above written.

CITY OF AIKEN, SOUTH CAROLINA

City Manager

ATTEST:

Clerk to City Council

JESSE BRAY – PORTRAIT HILLS

Witness 1:

Witness 2:

By: _____

Its: _____

EXHIBIT A

INCENTIVE APPLICATION

Estimate of City Fees to be paid by the Developer in Year One of the Agreement

Building Permits/Inspections	\$787.50
Utility Impact and Tap Fees (meters, water, sewer, witness fees)	\$224,454.54 (per 146 homes)
Business License Fee	\$80.00 (\$75 annually + \$5 decal per vehicle)
<hr/>	
Total Estimated Fees	\$225,322.04

Estimated Rebate to be issued one year after Certificate of Occupancy issued with all conditions of the Incentive Agreement met:

$$225,322 \times 50\% = \$112,661 *$$

* Regardless of actual fees paid, total rebate related to project not to exceed \$112,700.

EXHIBIT B
DESCRIPTION OF DEVELOPMENT

CITY OF AIKEN
PROPOSAL FOR ECONOMIC DEVELOPMENT
INCENTIVES

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NAME: Jesse Bray DATE OF REQUEST: 9-7-2021

ADDRESS: 90 N. Royal Tower Drive

CITY: Irmo STATE: SC ZIP CODE: 29063

PHONE NUMBER: (502) 301-9882 EMAIL: jessebray@greatsouthernhomes.com

DESCRIPTION OF THE PROPERTY (please include tax identification number(s) and any current or expected acquisition costs – be as specific as possible and attach additional pages if needed): There are two tax parcels: TMS: 104-08-03-012 and 104-08-03-009 located on approximately 41 acres to be developed into 146 single family detached lots/homes. Estimated development cost of \$4+ million, plus the cost of home construction.

ESTIMATED START DATE FOR DEVELOPMENT: November 2021

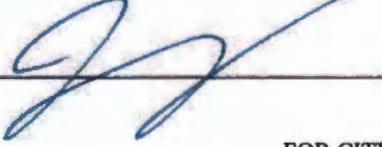
DESCRIPTION OF DEVELOPMENT (please include a good faith estimate of expected costs, being as specific as possible: attach additional pages if needed): This project will consist of developing property into a 146 house subdivision where home affordability will be the average of the market. It's estimated that the site work will cost over \$4 million and each home on average would be \$100k in costs to the builder. There will be two builders here in this neighborhood.

JOB CREATION (please include a good faith estimate of Jobs created and expected dates of implementation): NAHB estimates three (3) jobs are created for every single family home on average. The site development will take 9-18 months and then another four (4) years of house building.

ESTIMATES AS TO BENEFITS TO THE CITY FROM THE DEVELOPMENT (may include, but not limited to business license fees, property taxes, improvements to City-owned infrastructure or utilities – be as specific as possible and attach additional pages if needed): The City will gain in perpetuity water, sewer, and taxes on each of these houses.
This neighborhood is in an area the City is trying to grow and increase the number of housing units.

OTHER PERTINENT INFORMATION (please attach additional pages if needed): _____

I, the undersigned, submit the above information to the City and certify that, to the best of my knowledge, the information supplied hereinabove is factually correct and contains no material misstatements or other misrepresentations. Additionally, I affirm and certify that, based on the acquisition costs of the property described above, the costs of the proposed improvements and the expected Jobs to be created or retained, the development shall meet or exceed the Minimum Investment requirements set forth in the Program.

SIGNATURE:  DATE: 9.7.21

FOR CITY USE ONLY

DEPARTMENT SUBJECT TO REQUEST: _____ RECEIVED BY: _____
REQUEST ASSIGNED TO: _____ DATE OF COMPLETION: _____
DATE OF ASSIGNMENT: _____ DATE RESPONSE DUE: _____



Overview



Legend

-  Parcels
-  Roads

Parcel ID	104-08-03-012	Alternate ID	n/a	Owner Name	HURRICANE CONSTRUCTION INC
Sec/Twp/Rng	1040803	Class	n/a		
Property Address	EDGEFIELD HWY	Acreage	23.01		
District	n/a				
Brief Tax Description	n/a				

(Note: Not to be used on legal documents)

Date created: 9/30/2021
 Last Data Uploaded: 9/29/2021 10:49:03 PM

Developed by  Schneider
 GEOSPATIAL