
ORDINANCE NO. 2015-21

APPROVING A MASTER DEVELOPMENT AGREEMENT AMONG THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, GREENJACKETS BASEBALL LLC, THE HOTEL DEVELOPER (AS DEFINED HEREIN), AND GREENSTONE HAMMOND'S FERRY, LLC, PURSUANT TO THE PROVISIONS OF SECTION 6-31-30 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED, TO DEVELOP APPROXIMATELY 35 ACRES OF LAND WITHIN THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA, COMMONLY KNOWN AS THE BALLPARK VILLAGE PROJECT; PROVIDING THAT THE CITY OF NORTH AUGUSTA MAY DIRECTLY SELECT CONTRACTORS TO DELIVER CERTAIN FACILITIES TO BE CONSTRUCTED PURSUANT TO SUCH MASTER DEVELOPMENT AGREEMENT; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH AUGUSTA,
SOUTH CAROLINA, AS FOLLOWS:

Section 1. Findings.

(A) The General Assembly of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act” as set forth in Section 6-31-10 through 6-31-160 of the Code of Laws of South Carolina 1976, as amended (the “Act”).

(B) The Act authorizes local governments, including the City of North Augusta, South Carolina (the “City”), acting by and through the City Council of the City of North Augusta (the “City Council”), the governing body of the City, to enter into development agreements with property owners and developers for the purposes as set forth in the Act, including providing developers with predictability in the development process, ensuring the orderly provision of services, and ensuring the receipt of public benefits derived for the citizens of the City.

(C) The City Council adopted a resolution on September 21, 2015 (the “Resolution”), establishing procedures for processing development agreements entered into between the City and developers.

(D) Under the provisions of the Act and the Resolution, the City has reviewed a Master Development Agreement, by and among the City, Greenjackets Baseball LLC, a limited liability company organized under the laws of the State of Georgia, a developer to be selected by the City for the development of a hotel (the “Hotel Developer”) and Greenstone Hammond’s Ferry, LLC, a limited liability company organized under the laws of the State of South Carolina (the “Development Agreement”), such agreement providing for the development of approximately 35 acres of real property located within the City, as is more particularly described in Exhibit A attached hereto, to be developed under the terms and conditions contained within the Development Agreement.

(E) The City is proposing to enter into the Development Agreement, a copy of the Development Agreement in substantially final form being attached hereto as Exhibit B, and is seeking the City Council’s approval of the Development Agreement and the terms and conditions contained therein.

(F) Notices of intent to consider a development agreement and public hearings were duly noticed and public hearings held by the City Council in accordance with the Act.

(G) The City Council finds the Development Agreement to be in accordance with the statutory requirements of the Act and consistent with the comprehensive plan for the City and the land development regulations of the City.

(H) The City further finds that certain projects that the City is obligated to deliver under the Development Agreement are to be constructed in conjunction with certain projects that are to be delivered by other parties to the Development Agreement, and that such projects will be delivered in the most efficient and expeditious manner when constructed by the same contractor. Accordingly, it will be beneficial to the City to allow, as an exception to its purchasing policies contained in Article XI of the City’s Code of Ordinances (the “Purchasing Policy”), for the direct selection of such contractor to deliver such projects to the City.

Section 2. Authorization of Development Agreement; Revisions of Development Agreement.

The City Council, in council session meeting duly assembled, in consideration of and pursuant to the Act, does hereby find sufficient reason and cause to approve the applicant's request to approve the Development Agreement and hereby enacts this Ordinance, which is necessary to provide the authority to execute the Development Agreement.

The City Council authorizes the City Attorney, in conjunction with the City Administrator, to make any clerical, typographical or other non-substantial corrections to the Development Agreement as may be necessary and desirable, and authorizes the Mayor of the City to execute the Development Agreement on behalf of the City within a reasonable time after the completion of the clerical and typographical review.

The adoption and effective date of the authorization provided by this Ordinance is contingent upon and shall be subject to the signatory execution of the Development Agreement by the parties to the Development Agreement not later than two weeks after completion of the clerical and typographical review, unless extended for good cause by resolution of the City Council.

Section 3. Direct Selection of Contractors.

Pursuant to the Development Agreement, the Hotel Developer is to build both the Hotel and the Conference Facilities (as each are defined in the Development Agreement), the two of which are attached and are to be constructed as an integrated facility, while the Hotel Developer is to bear the cost of and own the Hotel and the City is to bear the cost of and own the Conference Facilities. The construction of such projects as an integrated facility is expected to reduce the cost to the City for the delivery of the Conference Facilities. Furthermore, the City Council is mindful of the fact the cost to the City for the delivery of the Conference Facilities shall be capped pursuant to the Development Agreement.

The City Council hereby finds that the City will gain specific benefits from the direct selection of the developer of the Conference Facilities using a design-build method of procurement; such benefits to include a single point of project responsibility for all elements of such projects, a guaranteed maximum price attributable to the City, fixed project delivery dates, and quicker compliance with particular timing requirements. Moreover, the City Council finds that these benefits outweigh the benefits gained through the use of a competitive bidding procedure.

Accordingly, the City Administrator is hereby authorized to investigate the qualifications of the developer that is to deliver the Hotel to ensure that such developer has substantial experience in the delivery of similar projects within a timely manner, reasonably within approved budgets and to the reasonable satisfaction of customers. Upon the recommendation of the City Administrator, the City Council may, by resolution, authorize the execution of a design-build agreement directly selecting such developer to deliver the Hotel. It is the intent of the City Council that the provisions of this Section 3 are to be an exception to the Purchasing Policy and, as such, are hereby incorporated therein.

Section 4. Amendment of Development Agreement.

The Development Agreement may be amended by the consent of the parties thereto, or their successors in interest. The consent of the City may be given by resolution, upon the recommendation of the City Administrator.

Section 5. Invalidation of Sections, Paragraphs, Clauses or Provisions.

If any section, paragraph, clause or provision of this Ordinance is held invalid or unenforceable under any circumstances, such holding shall not affect the validity or enforceability thereof under other circumstances or the validity or enforceability of this Ordinance as a whole or of any other section, paragraph, clause or provision of this Ordinance.

Section 6. Repeal of Conflicting or Inconsistent Provisions of Ordinance; Effective Date.

All orders, resolutions, ordinances and parts thereof, procedural or otherwise, in conflict herewith are hereby repealed, to the extent of such conflict, and this Ordinance shall take effect upon enactment.

[Execution Page Follows]

**DONE, RATIFIED AND ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF NORTH AUGUSTA, SOUTH CAROLINA ON THIS ___ DAY OF
_____, 2016.**

(SEAL)

Lark W. Jones, Mayor

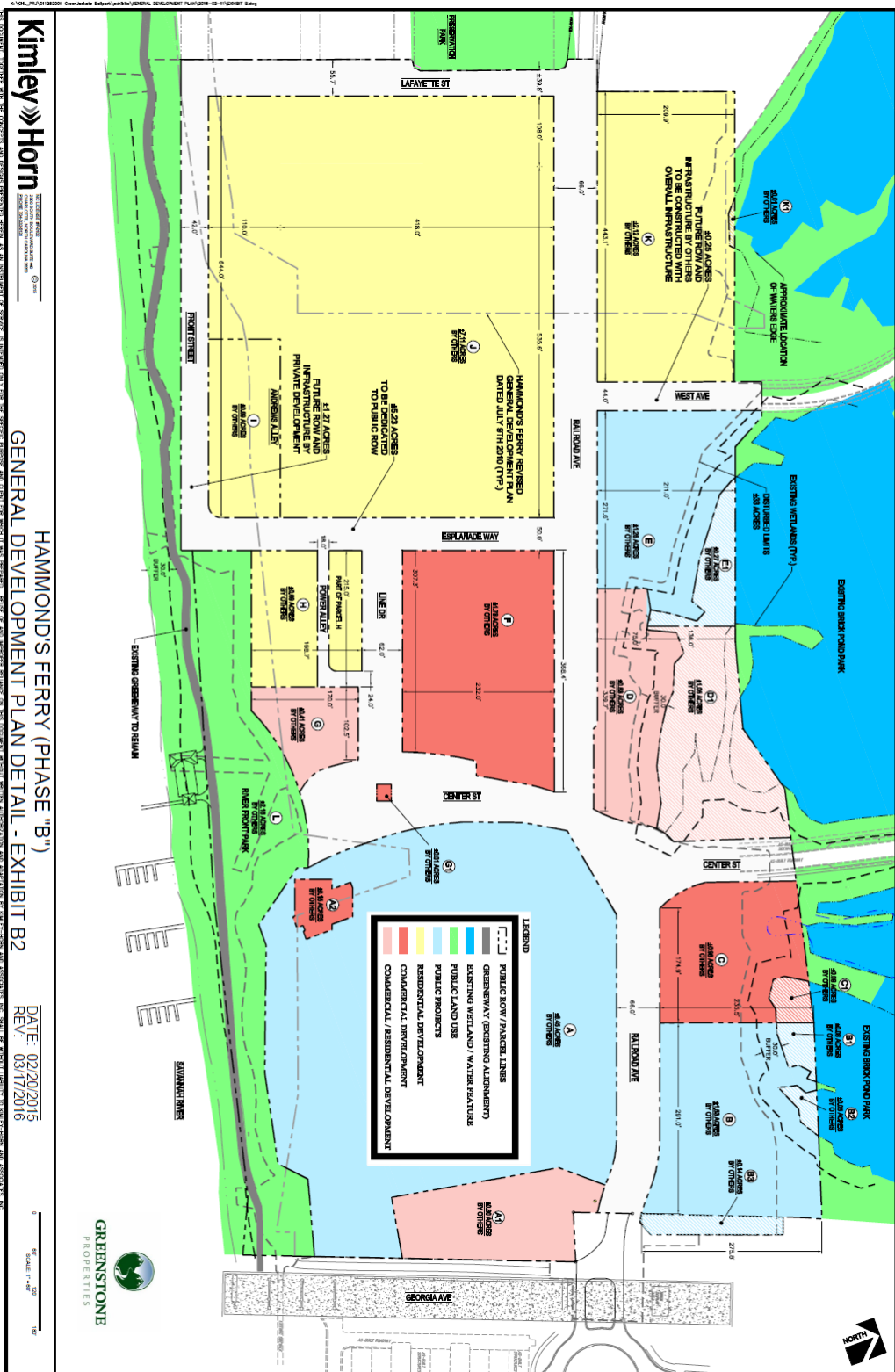
ATTEST:

Donna B. Young, City Clerk

First Reading: October 26, 2015
First Public Hearing: October 26, 2015
Second Public Hearing: November 2, 2015
Second Reading: October 17, 2016
Third Reading:

Exhibit A

Description of Property



PARCEL DATA TABLE

GS Acres = Greenstone Land assemblage for Private Projects

City Acres = City of North Augusta Land retained or purchased for City Projects

GDP Acres = Ballpark Village General Development Plan land assemblage

	Parcels	Quitclaim of GDP	City Acres Retained	City Acres Purchased	GS Acres Retained
Ballpark	A	6.45	6.45		-
Outfield Building	A1	0.80			0.80
Ballpark Restaurant	A2	0.15			0.15
Stadium Parking Deck	B/B3	1.67			1.67
Brick Ponds	B1	0.08	0.08		-
Brick Ponds	B2	0.05	0.05		-
Office	C	0.98			0.98
Brick Ponds	C1	0.09	0.09		-
Residential Flats over Retail	D	0.83			0.83
Brick Ponds	D1	1.05	1.05		-
Hotel Parking Deck	E	1.26		1.26	-
Brick Ponds	E1	0.27	0.27		-
Hotel	F	1.78		1.78	-
Residential Flats over Retail/Restaurant	G	0.41			0.41
Retail - Gelato	G1	0.01			0.01
Single Family Homes	H	0.69			0.69
Single Family Homes	I	0.69			0.69
Apartments	J	7.11			7.11
Senior Living	K	2.12			2.12
Brick Ponds	K1	0.01	0.01		-
Riverfront Park	L	2.16	2.16		-
Roads, infrastructure, Common		6.75	6.75		-
Ballpark Village Totals		35.41	16.91	3.04	15.46

GS Land outside GDP		0.16	0.16		-
Net Land Swap Totals		35.57	17.07	3.04	15.46

Parcel references correspond to the General Development Plan detail shown above.

GENERAL DEVELOPMENT PLAN LEGAL DESCRIPTION

All that tract or parcel of land, together with all improvements thereon, situate, lying and being in the City of North Augusta, County of Aiken, State of South Carolina and known as Greenjackets Ballpark Village and being more particularly described as follows:

BEGINNING at a point located at the intersection of the southern right- of- way of Railroad Avenue and the western right- of- way of Georgia Avenue, A.K.A. U. S. Highway 25 Business; thence from said point of beginning commence south 21 degrees 20 minutes 01 seconds west along the western right- of- way of Georgia Avenue for a distance of 399.04 feet; thence continuing along said right- of- way on a bearing of south 21 degrees 14 minutes 28 seconds west for a distance of 109.67 feet; thence north 64 degrees 33 minutes 43 seconds west for a distance of 87.91 feet; thence north 76 degrees 22 minutes 54 seconds west for a distance of 460.10 feet; thence north 73 degrees 21 minutes 37 seconds west for a distance of 431.65 feet; thence north 73 degrees 19 minutes 31 seconds west for a distance of 99.81 feet; thence south 20 degrees 07 minutes 54 seconds west for a distance of 17.72 feet; thence north 69 degrees 52 minutes 06 seconds west for a distance of 749.27 feet; thence north 20 degrees 07 minutes 54 seconds east for a distance of 50.08 feet; thence north 20 degrees 07 minutes 54 seconds east for a distance of 302.60 feet; thence south 87 degrees 32 minutes 11 seconds east for a distance of 13.14 feet; thence north 47 degrees 50 minutes 56 seconds east for a distance of 10.80 feet; thence north 19 degrees 39 minutes 22 seconds east for a distance of 203.81 feet; thence north 19 degrees 39 minutes 22 seconds east for a distance of 7.00 feet; thence north 03 degrees 06 minutes 35 seconds west for a distance of 11.00 feet; thence north 53 degrees 35 minutes 11 seconds west for a distance of 12.36 feet to a point on the southern right- of- way of Railroad Avenue; thence crossing Railroad Avenue on a bearing of north 20 degrees 07 minutes 54 seconds east for a distance of 45.43 feet to a point on the northern right- of- way of Railroad Avenue; thence proceeding along the northern right- of- way of Railroad Avenue south 69 degrees 52 minutes 06 seconds east for a distance of 49.40 feet; thence turning and extending from said right- of- way north 20 degrees 07 minutes 56 seconds east for a distance of 209.94 feet; thence south 69 degrees 48 minutes 35 seconds east for a total distance of 443.07 feet to the western right- of- way of West Avenue; thence proceeding along said right- of- way north 20 degrees 07 minutes 54 seconds east for a distance of 41.47 feet; thence turning and crossing West Avenue on a bearing of south 69 degrees 49 minutes 05 seconds east for a total distance of 52.85 feet; thence south 28 degrees 41 minutes 57 seconds east for a distance of 60.72 feet; thence south 69 degrees 52 minutes 53 seconds east for a total distance of 299.07 feet; thence south 74 degrees 48 minutes 05 seconds east for a distance of 132.01 feet; thence north 75 degrees 12 minutes 16 seconds east for a distance of 111.77 feet; thence south 76 degrees 58 minutes 50 seconds east for a distance of 75.01 feet to a point on the western right- of- way of Center Street; thence south 76 degrees 58 minutes 40 seconds east for a distance of 67.16 feet to a point on the eastern right- of- way of Center Street; thence south 76 degrees 58 minutes 50 seconds east for a total distance of 216.70 feet; thence south 72 degrees 13 minutes 25 seconds east for a total distance of 300.91 feet to a point on the western right- of- way of Georgia Avenue; thence proceeding along said right- of- way south 24 degrees 29 minutes 17 seconds west for a distance of 29.76 feet; thence continuing along said right- of- way for the following courses and distances: south

21 degrees 28 minutes 52 seconds west for a distance of 29.83 feet; thence south 69 degrees 51 minutes 59 seconds east for a distance of 26.74 feet; thence south 20 degrees 08 minutes 01 second west for a distance of 202.06 feet; thence south 68 degrees 52 minutes 19 seconds west for a distance of 25.59 feet to a point at the intersection of the northern right-of-way of Railroad Avenue and the western right-of-way of Georgia Avenue; thence along the arc of a curve on the northern right of way of Railroad Avenue having a radius of 192.69 feet for an arc distance of 12.87 feet, the curve being subtended by a chord having a bearing of north 57 degrees 51 minutes 02 seconds for a chord distance of 12.87 feet; thence crossing Railroad Avenue along the western right- of- way of Georgia Avenue on a bearing of south 21 degrees 23 minutes 32 seconds west for a distance of 67.22 feet; thence continuing south 21 degrees 24 minutes 14 seconds west for a distance of 36.62 feet; thence south 72 degrees 12 minutes 35 seconds east for a distance of 75.73 feet along the western right- of- way of Georgia Avenue to the **POINT OF BEGINNING**.

Said tract or parcel contains 35.41 acres and is bounded on the north by lands of the City of North Augusta and North Augusta Riverfront Co., LLC, on the west by North Augusta Riverfront Co., LLC and City of North Augusta Preservation Park, on the south by lands of the City of North Augusta and the Savannah River and on the east by Georgia Avenue.

Exhibit B

Copy of Master Development Agreement