



DUE TO THE COVID-19  
CONSIDERATIONS, A VIRTUAL  
MEETING WILL BE CONDUCTED WITH  
COUNTY COUNCIL AND **ELECTRONIC  
VIRTUAL ACCESS FOR THE PUBLIC.**

Watch Live via YouTube at:

[https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA)

To Participate in Public Comment, please email to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) and or mail to Attn: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. To be called for public Comment, please email at the mentioned email address. **\*Public Comments must be submitted by Monday, January 3, 2022, at 3:00pm.\***

To participate in a **Public Hearing**, you may either email to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) or request via email or phone by 1:00pm on Monday, January 3, 2022, to speak via telephone at the Virtual Council Meeting.

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

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



JASPER COUNTY COUNCIL

**VIRTUAL MEETING**

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

January 3, 2022

AGENDA

**5:00 P.M.**

**I. Call to Order by Chairwoman Barbara B. Clark**

*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\*\**

**II. 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 -[Detention Center](#)**

**(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 a 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 -[Levy VFD](#); [Rivers Reach](#); [Davis v Jasper County](#); [Airport Leases](#)**

**(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 - [Jasper Ocean Terminal \(JOT\)](#); [Prospect Update](#);**

**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**

**6:00 P.M.**

**III. Return to Open Session**

**IV. Pledge of Allegiance and Invocation**

**V. Election of Officers:**

**A. [Andrew Fulghum](#) - Election of Chairperson**

**B. [Chairperson](#) - Election of Vice Chairperson**

- VI. **Approval of Agenda**
- VII. **Approval of the Minutes of 11.18.2021:**
- VIII. **Presentation and Proclamations: None**
- IX. **Open Floor to the Public per Ordinance 08-17 any citizen of the County may sign to speak before the Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes and total public input will be limited to 30 minutes.**  
*\*Please submit **Public Comments** via email at [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) or via US Mail at Attention: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. If you would like to be contacted by phone during **Open Floor**, please email your name, address and phone number to the email address listed above.*
- X. **Resolutions:**  
 A: **David Tedder** – Resolution # R2022-01 to set the fees for a Peddlers and hawkers License Section 40-41-30 South Carolina Code.
- XI. **Ordinances:**  
 A: **Andrew Fulghum** – Public Hearing and **3<sup>rd</sup> Reading** of Ordinance # 2021-33 on the Lease Agreement with Jasper Animal Rescue Mission (JARM).  
 B: **Andrew Fulghum** – Public Hearing and **3<sup>rd</sup> Reading** of Ordinance # 2021-34 on the Lease Agreement with Jasper County Chamber of Commerce (Perry House)
- XII. **New Business:**  
 A: **Wanda Simmons** – Adoption of the Jasper County Council Meeting Schedule for 2022.
- XIII. **Old Business:**  
 A: **Chief Russell Wells** – COVID update
- 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:

## V

Election of Officers:  
Chairman and Vice-Chairman

# AGENDA ITEM:

## VII

*Approval of the Minutes*



JASPER COUNTY COUNCIL  
SPECIAL CALLED

# VIRTUAL MEETING And Public Hearing

Jasper County Clementa C. Pinckney Government Bldg  
358 3<sup>rd</sup> Avenue Ridgeland, SC 29936  
Thursday, November 18, 2021  
MINUTES

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

**Staff Present:** County Administrator Andrew Fulghum, Clerk to Council Wanda H. Simmons, County Attorney David Tedder, Kimberly Burgess, Danny Lucas, and Videographer Jonathan Dunham.

**Also Present:** Brantley Strickland

Chairwoman Clark called the meeting to order at 5:04PM. Chairwoman Clark asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Wanda Simmons, Clerk to Council read the Clerk's Report of Compliance with the Freedom of Information Act.

Chairwoman Clark asked Vice Chairman Dr. Brantley to read off the information on the agenda since she could not pull her agenda up.

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

## Approval of Agenda:

**Motion to approve:** Councilman Adkins

**Second:** Vice Chairman Dr. Brantley

**Vote:** Unanimous

## Ordinance:

**A: David Tedder – Public Hearing and 3<sup>rd</sup> reading of Ordinance # [2021-27](#) authorizing the execution and delivery of Fee-In-Lieu of Tax Agreement by and between Jasper County, South Carolina and Builders First Source, Inc. with respect to certain economic development property in the County, whereby such property will be subject to certain payments in lieu of taxes, including the provision of certain Special Source Credits; and other matters related thereto. (Formerly known as Project Ocean)**

Mr. Tedder noted that all members of Council were present for this meeting. Mr. Tedder addressed this request with Council reviewed the ordinance. Mr. Tedder mentioned that between the 2<sup>nd</sup> and 3<sup>rd</sup> readings there had been a couple of changes. The blank lines had all been filled in he noted. He also mentioned that the Bond Council had made a change in Section 4.02 Special Source Revenue Credits Paragraph "A"; and a Technical addition at the very end creating Section 7.13 Waiver of Recapitulation. He reviewed these changes for Council and recommended adoption with the noted changes to the FILO Agreement. The public hearing was opened but no comments were received as noted by Mr. Tedder and Ms. Simmons.

**Motion to approve:** Councilman Sauls

**Second:** Vice Chairman Dr. Brantley

**Vote:** Unanimous

The motion passed.

### **New Business:**

#### **A: Danny Lucas – Presentation of Temporary Airport Terminal Proposals**

Mr. Lucas was present to address this request. He noted that they had requested written proposals for the temporary modular building to serve as a temporary terminal building. 3 responses were received from

Aries Building Systems out of Durham, NC. \$131,593.00 for a modular building. These total costs include delivery, setup, breakdown at end and transport back to place of origin. Term: 24-month lease agreement

Vesta Modular out of Jacksonville, NC. \$158,900.00 New construction 48ft x 60ft modular building available on 01.01.2022. Term: 24-month lease agreement

Integrated Modular Solutions out of Bonham, Texas. Total package cost \$277,828.66 for a 48ft x 60ft modular building. This is new construction and total costs include delivery, setup, breakdown at end and transport back to place of origin. Term: 24-month lease agreement. No definitive information on the availability as of this date.

Staff recommends Aries Building Systems as the supplier of the Temporary Terminal Building for a period up to 24 months while the permanent terminal building is under review, construction, and design.

Vice Chairman Dr. Brantley asked if all bidders met all the bid requirement specs.

Mr. Lucas said yes and noted that Aries Building Systems had also offered the largest building 60ft x 58ft11inches (minimum on the bid requirements size was 48ft x 48ft). He noted the Aries Building was a used building and is available. He noted that with the others we could not be certain when the other new buildings would for certain be available.

**Motion to approve:** Vice Chairman Dr. Brantley  
**Second:** Councilman Sauls  
**Vote:** 4 yes votes - Councilman Kemp did not vote  
The motion passed.

**Adjourn:**

**Motion to approve:** Councilman Sauls  
**Second:** Councilman Adkins  
**Vote:** 4 yes votes - Councilman Kemp did not vote to adjourn.  
The motion passed.

The meeting adjourned at 5:20 pm.



# AGENDA ITEM:

## IX

### Public Comments

**TO: Jasper County Council Members**

**FROM: Karen Haynes 912-670-9999  
6554 Youmans Chapel Rd.  
Blackshear, GA 31516**

**IN RE TO: PUBLIC COMMENTS  
The Silverman Group Project  
95 Logistics Center**

**I am writing in reference regarding the proposal of the above Logistics and Distribution Center that is on the Jasper County Council upcoming agenda for approval. Although we do not physical reside in the Hardeeville area, we are taxpayers of Jasper County.  
MAP# 041-03-01-001 (391 2<sup>ND</sup> ST/ GARR/HWY 17)  
26642 Whyte Hardee Blvd.**

**I did not have time to compile this data/research and respond by letter to the last JC planning meeting on 12/14/21 after receiving our notice to adjoining land owners that was sent out dated 12/3/21. We received our letter at 4pm in our mailbox on 12/7/21. I was able to watch the meeting via you tube.**

**We have several family members that are currently longtime residents and homeowners in Hardeeville and our ancestors have been taxpayers of the area dating back to over 100 years.**

**My reason for researching, drafting this letter, and gathering hours of research and submitting to Council the negative and detrimental effects that this type of industry will have on the community is because I LOVE HARDEEVILLE.**

**My father's ancestors are from this area and our family has deep roots in the Hardeeville Community. Some of my fondest childhood memories are spending almost every summer in Hardeeville with my beloved grandmother, Myrtle Rowe Carter.**

**I have precious memories of attending church regularly, and many wonderful revivals lasting a week at the time, with my Granny at Abundant Life Church. My Aunt & Uncle, Pastor Charles "Winky" Bowman & Glennis Bowman founded and built this church from the ground up. They had an enormous congregation of worshippers that traveled from many other townships to attend and be blessed. My entire family, Father, Mother and 4 children dedicated our lives to Christ at the altar of this church. They also founded and established a very successful Abundant Life Academy School.**

**Another fond memory as a child, is when my Granny would give us each a quarter, 25c, and we would SAFELY stroll on the sidewalks a short distance from her home, 3 to 4 times per week, to the small grocery store to buy penny candy. We would turn in glass coke bottles for deposits on our new sodas. This of course has just given you some idea as to my age. Yes, I am elderly.**

**My 1<sup>st</sup> reason for alarm was when I googled the Silverman Group and under reviews by a professional saw:**

**" A corrupt, unethical real estate developer that cares nothing about the local community." With 5 people agreeing.**

**The Silverman Group has a 1.5 employee rating out of 5.**

**Source: (Silverman Group.net/Reviews)**

**So I continued to do further research.**

**I understand why Council is considering this proposal in the hopes of stimulating the economy and for the prospects of (what you believe) will create new jobs and revenue for the Hardeeville/JC area.**

**Based on projections of the latest US Census Bureau estimates, Hardeeville has a current population of 8,864. The poverty level rate in the area is 12.44%. which in all likelihood that number has increased significantly as every towns economy has been crippled with brick and mortar businesses closing and unemployment rates soaring due to the pandemic. More than likely, your population has decreased as well.**

**Source: (World Population Review: US Census Bureau)**

**Source: (Data USA, Hardeeville, SC Census Place)**

**I would like to submit some pertinent information that I feel must be disclosed and made knowledgeable to all Council members voting on this SG agenda. I believe, it will have an impact as to your decision making on this project. I will be citing legitimate sources of my research data so Council can find this same information. Through my investigation I have compiled compelling evidences as to why this would astronomically destroy the City of Hardeeville an JC Community.**

**It is imperative that Council envision a Hardeeville 10 years down the road when making their decision about this particular type of hazardous industry. Please, do not be concentrated only on the sales pitch of the revenue that the Silverman Group has promised to the recession hit community today. The PDD Document and Concept Plan that they presented to JC Council may in fact turn out to be a nightmare and completely an opposite scenario of what they have proposed and there is no turning back once you have approved it.**

## **NOTICE FOR COUNCIL TO CONSIDER**

**It would be in the best interest of the Council members to research the nightmare that California had and the billions of dollars in lawsuits they incurred while fighting against these same types of industries for unhealthy air pollution that caused citizens to get sick, when these centers began incorporating into their area many years ago.**

**The distribution center cannot be held responsible for the air pollution that the cargo trucks cause.**

**These types of industries don't care about polluting your area. The SG nets huge profits from bringing these environmental and safety hazards to your community and the SG is fully aware of this. This Company cares about it's bank account/PROFIT!**

**Through the research that I have done, I hope to show Council that by allowing this particular type of logistics/distribution industry into the area, it will destroy more jobs than it will create. It will cause the people in your community to leave versus attract new homebuyers to the area.**

**New industries will not be coming to an area that will be known only as "a warehouse city" and "ghost town". The residents of Hardeeville will relocate elsewhere as the environmental pollution causes them to suffer from many more health related problems, as they battle fleet upon fleet of cargo semi trucks that causes early am smoggy driving conditions. As they travel between these cargo trucks they will have longer and more dangerous commuting times on the road just to get to work, schools, grocery stores, doctors, visit family, etc.**

**Traffic accidents and collisions will increase making Hardeeville roads less safer to travel on.**

**Physical structures, homes and businesses along the entire thoroughfare route and downtown Hardeeville, (within miles of these cargo trucks) have a higher percentage for foundational cracks and damage due to the jarring of the constant flow of semis causing the soil underneath to shift.**

**Source (Environmental Protection Agency)**

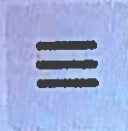
**Source (Transportation Highway & Safety Dept)**

**My research will show how it will decrease revenue for your community far greater than any revenue you would receive from the Silverman Group.**

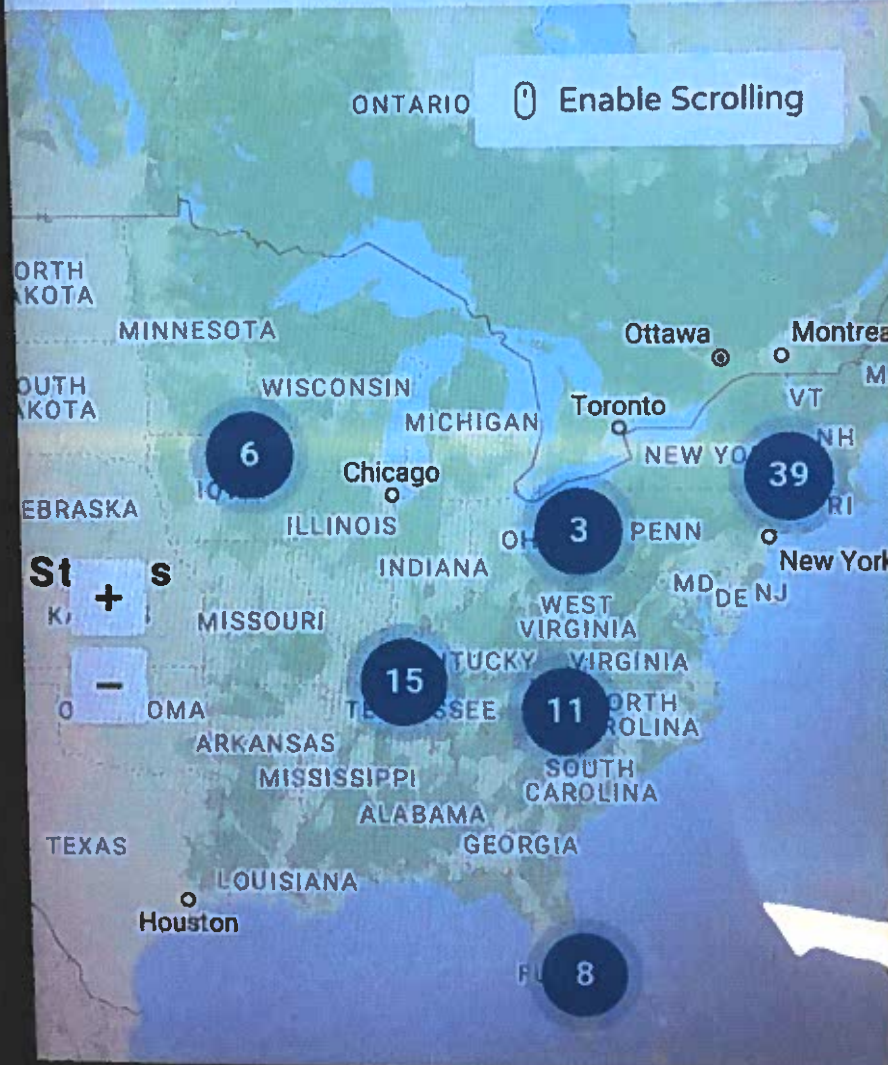
**The 2<sup>nd</sup> largest disruption, outside of the pandemic, to America's economy (the shut down of major retailers brick and mortar businesses) is due to the "AMAZON EFFECT". This term refers to the disruption of brick and mortar stores in the retail market, caused by an increase in online sales which has impacted all retailers in the US and around the Globe.**

**The Silverman Group are Corporate Developers that manages a chain of commercial, residential and industrial real properties with their main focus being on the industrial sector.**

**They are primarily a third-party logistics/distribution center provider (also known as a fulfillment/goods movement company) that leases space in their centers to store customer goods and fulfill orders (and as far as my research shows) for their #1 client Amazon.**



# The Silverman Group



**In reality, I fear that this is basically going to be an Amazon Megasite logistics/distribution center even though SG Atty stated they would have other tenants as well.**

**Of the 10 largest industrial projects underway in the US this year Amazon accounts for eight of them.**

**Investment sales prices are on a steady climb for industrial products, averaging as of June 1, 2021, \$94 per sq ft. (Unless Amazon is a tenant, in that case investors will gladly pay \$145 per sq ft. “)**

**Source: (Globe Street, 9/27)21)**

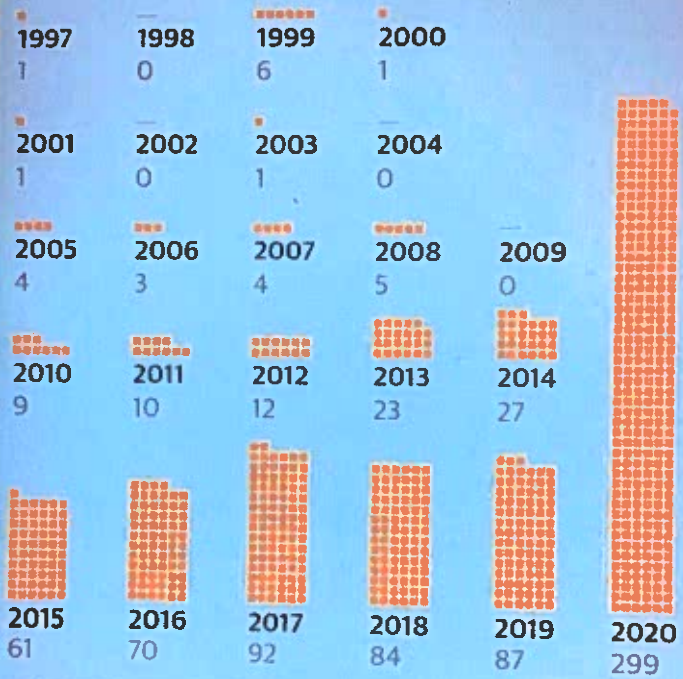
**National Developers (such as the Silverman Group) are fighting and cashing in on these build-to-suit spaces and can't build fast enough for Amazon's immense need for leased space”.**

**Source ( Globe Street 9/27/21)**



hours.

### New Amazon Warehouses



Sc Advertisement  
nc

X e

Take a **minute** of your own time and donate to Doctors Without Borders



**The primary difference between a warehouse and distribution center is the time of storage and operation. In the case of a distribution center the turnover is faster. The primary emphasis of a distribution center is not on the storage of the goods but the flow of the goods. To get it to the consumer as quickly as possible.**

**The following info will give you some idea of the volume of heavy truck traffic congestion that will be going through the Hardeeville/JC area if this is pushed through for approval. Keep in mind this is a MEGASITE.**

**\*\*\*In 2020 Amazon shipped 4.2 Billion packages.**

**(No info on 2021 but their business increased by 200% just by the end of 3<sup>rd</sup> qtr. Alone, and projections are expected to really soar as the Holiday shopping comes in the 4<sup>th</sup> qtr.) Keep that in mind as you calculate the # of packages they shipped in 2021.**

**\*\*\*In 2021 UPS shipped 21 Million packages.**

**\*\*\*In 2021 FedEx shipped 6.6 Million packages.**

**Source: (Pitney Bowe's – tracks global shipping data)**

### **SILVERMAN PDD CONCEPT PLAN**

**The Silverman Group has no doubt pitched to Council in their PDD concept an excellent strategic, illusory (but misleading) plan, a fantastic concept on how this specific type of industry will be profitable to JC/Hardeeville and in the future will create much needed new jobs along with attracting other businesses to the area. They may have even made a substantial "in kind" contribution of some sort (which is nothing more than a huge tax write off for the Company) as an incentive for approval of their project. It is my understanding that**

they have already donated a Recreation Center or parcel of land related to it.

**These acts are what these types of industries are notorious for and strategically do before they actually destroy the economy of the areas that they build in.**

This industry has done it's research and is attracted to this area because they can transport their goods by heavy trucks more quickly as it is ideally located between Hwy. 17 (Whyte Hardee Blvd)- which is a major thoroughfare (State maintained 2 lane Hwy.) and Interstate I-95.

This land is a cheap investment to the company versus the multi millions of dollars it will make leasing to Amazon. It fits their main client/tenant Amazons intention to receive billions of dollars in tax credit incentives to open these new distribution centers that Amazon leases in predominantly lower income areas of a City.

This parcel of 226 acres is low land, wetland. The low land area has a greater potential for toxic mold when high humidity and the particulates (carbon dioxide) emitted from diesel trucks are constant.

Our property which is adjacent has a natural spring located on it, (this is not a man made pond). A natural spring is when the flow of water emerges from the ground surface.

Sinkholes are common where rock below the land surface can be dissolved by ground water circulating through them. This creates a sudden collapse of the land surface.

**Human activities can expedite cavity formation and trigger their collapse.**

**NOTICE TO COUNCIL**

**Council should contact SC extension office & SC Dept. Of Agriculture & Biological Engineering. State and Federal rules preempt local regulations in regards to wetlands, floodplains, and other environmental issues.**

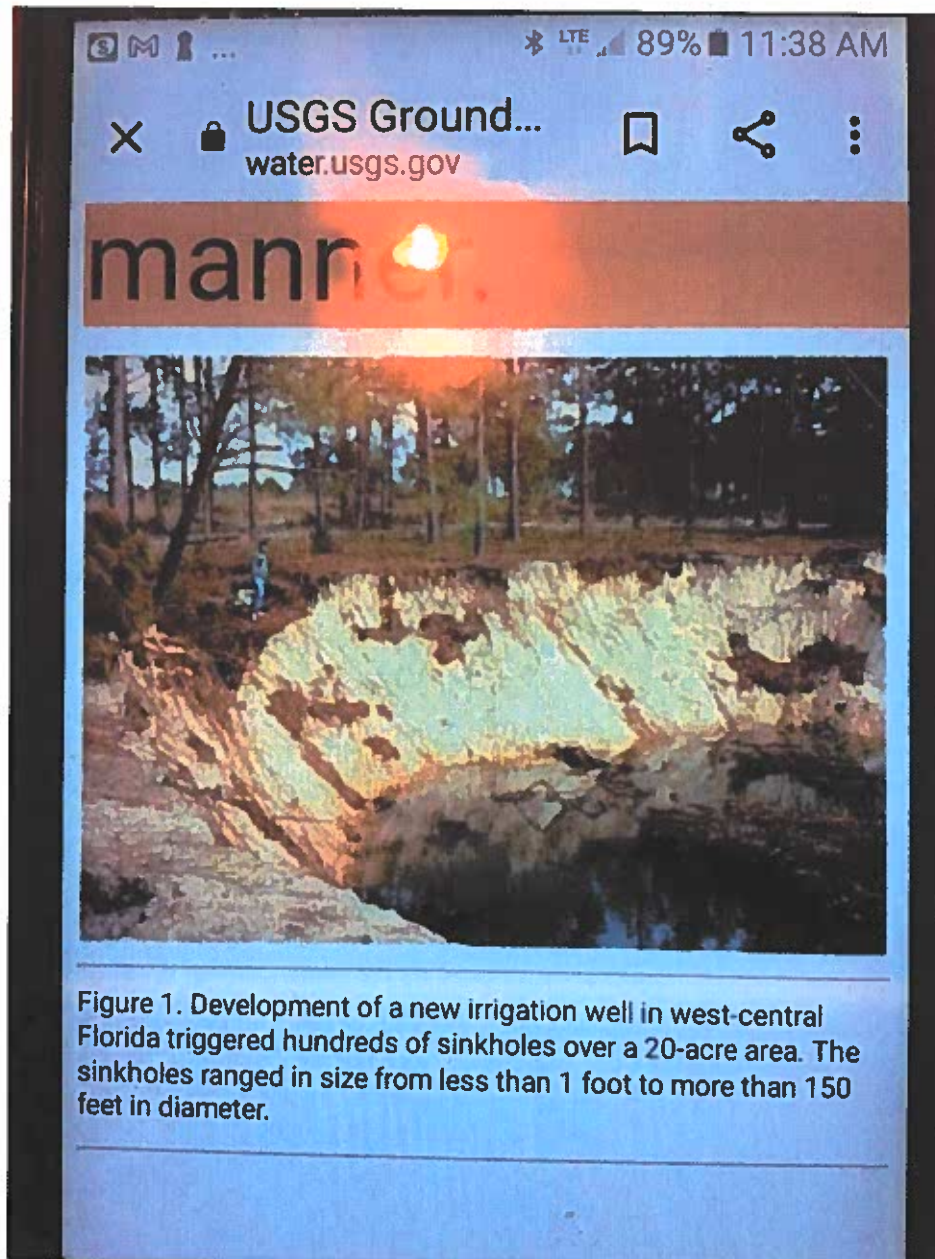
**Source (USGS.gov, United States Geological Services)**

**The increasing development of land threatens to exacerbate existing land subsidence problems and initiate new ones. (See Figure #1)**

**Source (USGA, Dept. Of Interior)**

**Source (USGA, Land Subsidence in US, Fact Sheet 165-00)**

**Source (USGA, Office of Groundwater)**



**If a large sinkhole formed on our property, or any adjoining properties, then the value of that land would become worthless.**

**If a sinkhole occurred across Whyte Hardee Blvd, how would these trucks get to the warehouse? They would have to divert and come through downtown Hardeeville, Main St.**

**Research shows that inhaling particulates from diesel trucks serving the warehouse industry is one of the top contributors to lung cancer-worldwide.**

**Source (Environmental Protection Agency)**

**Source (American Lung Association)**

**In 2020, Amazon emitted 60.64 metric tons (which in all probability is much higher) of carbon dioxide from their jets, diesel trucks and vans. This is the equivalent of burning through 140 Million barrels of oil. Amazon's emissions from fossil fuels (gasoline) soared 69% in 2020. Remember, business was up 200% by 3<sup>rd</sup> qtr 2021. That % has increased immensely.**

**Source (Fortune Magazine, Associated Press, 6/30/21)**

**In 2019, they purchased 20,000 more conventionally fueled transport vehicles.**

**Source (CNN Business, 7/15/19)**

**No wonder, Jeff Bezos donated \$1 Billion of his behemoth empire valued at ( \$ONE TRILLION, \$SEVEN HUNDRED BILLION DOLLARS) to the "BEZO'S EARTH FUND" he formed in 2020! His Company is the #1 creator and has had the greatest % of carbon footprint destruction to the climate/planet.**

**Amazon's addiction to profit will do more damage to the planet. Jeff Bezos (the richest man on earth) blasted into space on 6/20/21, on his own rocket, after founding his own rocket fleet Company, Blue Origin. One would have to wonder, is he planning on living elsewhere while future generations may have to wear gas masks to breath & walk out of their homes? Unless you're a multi millionaire/billionaire, you won't ride on his rocket to escape the pollution.**

**Source (CNN, AssociatedPress, The Atlantic)**

**It is a systemic problem, producing long term environmental crime as well as today's pandemic profiteering.**

**Source (Community and Environmental Sociology)**

**DESTROYING COMMUNITIES AND PROFITEERING**

**In 2019 Amazon, valued at \$800 Billion pulled in \$232.9 Billion in 2018. And yet Amazon's federal tax bill was 0 (zero) for the 2<sup>nd</sup> year in a row. Amazon actually received a federal tax refund of \$129 Million, and a prior year tax refund of \$137 Million due in part to a combination of tax credits (opening new leased centers) and deductions.**

**Source (CNBC, 2/21/19)**

**Source (Tax Cuts and Jobs Act 2017)**

**\*\*\*\*This information is all prior to the pandemic**

**\*\*\*\*If you are an Amazon Prime member you paid more for the Annual fee than the Co. paid in federal taxes after earning \$800 Billion dollars.**

**IMPORTANT NOTICE FOR COUNCIL TO CONSIDER**

**I would hate for the JC Council to box themselves in (have very little choice about what you can do in the future) with this particular type of hazardous industry when there are so many more lucrative businesses and other industries that would be attracted to this area as well, that would have far less environmental, health, transportation, safety and other hazard concerns to the citizens. We are in a recession now but you have to think long term. The economy will improve at some point.**

**Other major retailers such as Walmart, Target, Kmart, Costco, Lowes, The Home Depot, Dollar General, Best Buy, Publix, Macys, Dollar Tree, Ace Hardware, Tractor Supply, etc. (the list goes on and on). In an effort just to stay alive in the retail sector, are purchasing commercial**

properties and expanding their logistics network of distribution warehouses to compete with Amazon so their doors do not close. **KEEP IN MIND, THEY CAN RECEIVE THE SAME FEDERAL TAX CREDITS BY DOING SO.**

At least these companies would only have their specific Company transport/delivery trucks coming to the area which would be an immense decrease in the heavy highway traffic that the Silverman Group Center would bring, as their #1 client is Amazon.

The pandemic and the future of e-commerce have completely changed the industrial and retail sector. E-commerce is the future and there's no going back. These logistics/distribution centers are definitely going up into predominantly low income areas and will destroy them economically and cause health problems. Amazon is aggressive in it's dominance to become the #1 retailer globally and they have the Capital (money) to do so. They are way ahead of any competitor. **Amazon's greatest power is that it has the ability to exclude all competition.**

#### **IMPORTANT NOTICE FOR COUNCIL TO CONSIDER**

The question is, do you want to further destroy your community economically, bring increasingly dangerous health hazards to your citizens or be **specifically selective** and only allow industries to build that will be prosperous and cause Hardeeville/JC to thrive? This type of industry/Silverman Group will close all your businesses down in Hardeeville/JC and cause numerous negative effects to the welfare of your citizens.

**This is the reason this LOCATION will be attractive to many other Commercial industries and lucrative businesses that would bring profit to the area but far less hazardous and safety concerns.**



## **GOVERNMENT STEPPING IN TO PUT REGULATIONS ON AMAZON**

**On 6/4/21, The US Government and Federal lawmakers placed into law new anti trust legislation, new e-commerce law restrictions (5 new bills) that put's Amazon/Big Tech on notice and on target to change the way the behemoth company dominates the marketplace and closes all competitors. This is a tough and tedious task for the government and they have only just begun.**

**Theses competition laws have not had to be changed since the early 1900's, known as the "gilded age" when railroad, oil, and steel magnates had their monopolies.**

**Other countries have already enacted new legislation of their e-commerce laws due to Amazon monopolizing their countries. Listed are a few but there are, I believe about 36 countries that are doing this.**

**United Kingdom, Germany, Europe, India, China, Australia, Denmark, Japan, Indonesia, New Zealand, Korea, etc.**

**Source (US House Judiciary Committee's Anti Trust Sub Committee's, US News)**

**Source (CNBC, Global Consultancy, New York Times)**

**After all, we cannot live in a world where the only option that we have to buy anything is through Amazon. But, Amazon's goal is world dominance of all retail sectors.**

## **IMPORTANT INFORMATION FOR COUNCIL TO CONSIDER**

**If this new legislation negatively impacts and regulates the way Amazon can sell, and they begin distributing fewer and fewer packages, as they have in other countries that already have these regulations in place, how would this impact the Silverman Group? If their #1 tenant couldn't continue to ship as many packages and fill their warehouse space to capacity?**

**(Remember, the SG nets a profit of \$145 per sq ft. if they lease to Amazon)**

**Would they be forced to file retail bankruptcy?**

**This scenario may well be a possibility in the distant future and something for Council to consider. The SG Group will have already made their millions. Years down the road, you may be left with an empty warehouse in your City that becomes continually vandalized, where drug addicts and vagrants seek shelter. If this happens it will directly decline property values in the area (and this scenario would affect our property, along with others) and be a huge expense for the City.**

#### **HEALTH STATISTICS OF CHILDREN NEAR DISTRIBUTION CENTERS**

**Mr. Randy Waite brought up this concern at last JC Planning meeting on 12/14/21.**

**A PCEJ (Peoples Collective for Environmental Justice) policy analyst showed concern about the warehouse and distribution centers being near schools and the hazardous effects on children in these areas.**

**The PCEJ research showed more children leaving school due to asthma attacks. Some children have even developed nose bleeds where schools are in close proximity to these distribution centers. The problems from warehouse and truck pollution are so chronic and acute and it's specific target is low income communities. These people are the one's that can least afford to pay a Dr.**

**Source (The Guardian, Consumer Reports Investigation,12/9/21)**

**Source: (People's Collective for Environmental Justice, 4/15/21)**

**At local town halls across the Country testimonies are being given by parents of children surrounding the areas of these distribution centers of the hazardous effects it is having on their children's health.**

**Source (Neighbors For Environmental Justice)**

**Your sidewalks will become far less safer for children to walk or ride their bikes on. For parents to take their babies out in strollers for fresh air and sightseeing. For those pedestrians to walk on that have no means of transportation except by foot.**

**NOTICE FOR COUNCIL TO CONSIDER**

**\*\*\*\*\*The JCC in considering approval of this project must first think about the negative health impact it will have on the societal welfare, especially children of your community.**

**Children's safety should be Council's top priority.**

**\*\*\*\*\*The Royal Live Oaks Academy and the Recreation Center are in close proximity to the area of this distribution center. How many children will walk or ride their bikes to this Recreation Center? You also have the Abundant Life Academy School where students will be affected by the pollution as trucks come in the back way.**

**IMPORTANT NOTE FOR COUNCIL TO CONSIDER**

**\*\*\*\*\*BEWARE of the estimated 2,000 construction jobs that the Silverman Group Atty. stated at Council meeting on 12/14/2021, would come to the area. They may be shorter term period jobs than the JCC expected as these centers are being built at rapid lightening speeds.**

**They are standardized in such a way that opening them and replicating them happens very fast per Dave Clark, VP of Worldwide Operations, Amazon.**

**Source (Bloomberg – Direct Quote)**

**With this method of expedited construction the length of time that the Jasper County council thought construction jobs would be available to residents may be considerably less. Keep this in mind as the focus of creating industry is to provide jobs.**

**The pandemic's effect has turbocharged Amazon's real estate logistics network. In 2020 they increased their distribution footprint of leased space by 50%. They are trying to be everywhere in a very massive way to offer two hour and same day shipping, annihilating all other retail competitors and no other companies can match their speed.**

**With this strategic logistics network expansion they will save a tremendous amount of money by cutting out their delivery competition (that they are now using as a "last leg" to meet their 2 day shipping promise) which is UPS, FedEx and the US Postal Service. This is the reason for the lightning speed new distribution centers.**

**Their quest is to become a stand alone carrier ousting all competitors. They are well on track to do so by expanding their logistics network and expected to become the largest US delivery service by late 2021 and early 2022.**

**IMPORTANT NOTE FOR COUNCIL TO CONSIDER**

**\*\*\*\*\*If there is a UPS or a FedEx hub anywhere near Hardeeville/Jasper Co. area, there is a high probability that this new distribution center will possibly close them down.**

**\*\*\*\*\*THIS CREATES JOB LOSSES FOR YOUR AREA.**

**IMPORTANT NOTE FOR COUNCIL TO CONSIDER**

**\*\*\*\* People in the area and surrounding counties of this distribution center will be able to sit in their homes and with the click of one**

button receive their consumer products on their doorstep within hours or same day delivery.

It is highly probable that the first business in your area that will close is the Walmart Supercenter at 4400 US Hwy 278. This is the objective for these distribution centers being built all across the country at massive speeds, to annihilate all retail competition.

**\*\*\*\*\*THIS CREATES JOB LOSSES FOR YOUR AREA.**

Amazon is on a new quest to venture out into the grocery and pharmaceutical sector. They are expanding to lease refrigerated warehouses to annihilate their competitors in the grocery sector, such as Walmart, Kroger, Costco, Publix, Albertsons, Piggly Wiggly, Aldis and other big name grocers.

By venturing out into the pharmaceutical sector they can gather a populations health information and annihilate most large drugstore chains.

#### NOTICE FOR COUNCIL TO CONSIDER

If you have any of these big name grocery retailers in your area, this could threaten the closing down of the industries listed above. Google Maps shows that you do have a Kroger.

**\*\*\*\*\*THIS WOULD CREATE JOB LOSSES FOR YOUR AREA**

Keep in mind if you have a CVS, Walgreens, or Riteaid Pharmacy in your area, it could also be a direct threat to those companies closing.

**\*\*\*\*\*THIS WOULD CREATE JOB LOSSES FOR YOUR AREA**

#### SILVERMAN GROUP PROMISE OF SEVERAL HUNDRED JOBS IMPORTANT NOTICE FOR COUNCIL TO CONSIDER

**\*\*\*\*\*BEWARE of the several hundreds of jobs promised to Hardeeville through the PDD Concept Plan as this is a MEGACENTER**

and one would assume would soon be full of mobile drive unit robots. Amazon is replacing it's center with robots as (one robot) can do the work of 5 human beings.

Your Council will not be able to do one thing about this unfulfilled promise and you'll have no legal recourse to take against the Company for replacing humans with robots. This facility may become 100% robotic.

Amazon owns the Company that makes it's automated robots. Below you will find IMPERTINENT INFORMATION AND STATISTICS regarding Amazon's robotic logistics network. It's prioritized goal is to replace humans with robots to earn more profit. In the near future, this center has a high probability of having not one human being that is employed there. This is a proposed MEGASITE.

**\*\*\*\*\*THIS COULD CREATE A LOSS IN THE JOBS PROMISED TO THE COMMUNITY.**

South Carolina has a current minimum wage rate of \$7.25 per hour with no federal wage increase due in 2022. It is one of 19 states with the same minimum wage as the federal rate. The H.3395 Bill aims to increase the minimum wage in SC to \$10.00 per hr initially and increase a dollar each year until 2022, when it would be \$12.00 per hour. As of yet, however, nothing has been signed into law.

**Most of the jobs in the warehousing/distribution industry will pay a national average estimate of \$12.50 an hour. This is in reference to 90% of the warehouse workers.**

**Source (Paycor, 11/29/21)**

**But with the SC federal wage rate being currently at \$7.25, The Silverman Group would lawfully be under no obligation to pay above**

the minimum wage rate of \$7.25 as 90% of warehouse workers only make minimum wage or close to minimum wage.

Source (Paycor, 11/29/2021)

### **WAREHOUSE WORKER STATISTICS**

These distribution centers that are leased by companies such as Amazon have the worst employee retention rates in the industry, with an average tenure of roughly 9 months to 1 year.

Source: (PayScale Report, 7/3/2020).

These warehouse workers have a 150% turnover rate among its hourly associates per year due to poor working conditions and low wages and this was prior to the pandemic.

(Source: The New York Times, 6/18/2021)

Amazon warehouse workers suffer serious injuries at higher rates than other firms. The Occupational Safety and Health Administration data shows Amazon's serious injury rates are nearly double those at warehouses run by other companies.

Source ( The Washington Post, 6/1/2021)

Source (OSHA)

In fact, Jeff Bezos, the founder and Chief Executive Officer (stepped down to Executive Chairman in 2021) of Amazon, encourages and is quite proud of the 150% turnover rate. The longer they have worked there, the more he wants them out. His conception is that hourly employees who spent years working for the company were an **INEFFICIENCY WORTH ELIMINATING because long time employees expected to receive raises.**

**Amazon even paid bonuses for employees to quit.**

Source (The New York Times 6/15/21)

Source (Labor 411.org)

**This type of industry produces indoor and outdoor pollutants that has a significant impact on the environment and human health of the general population in the area.**

**Indoor pollutants that workers inhale contain carbon monoxide, hydrocarbons, and nitrogen oxides from loading docks and forklifts. They will also inhale into their lungs phthalates and retardant chemicals from the cardboard particles.**

**I personally, have know only one person that worked at an Amazon distribution center and they lasted 2 months. She was a retired school teacher of 27 years and instead of sitting at home and being bored at 48 yrs old, she took on a job at an Amazon distribution center in Jacksonville, FL.**

**She immediately developed sinus infections, a persistent cough, scratch throat and other respiratory problems. She incurred substantial medical bills and per her Dr.'s orders, tenured her employment to change the environment she was working in. After leaving the Company she became well within a couple of weeks and hasn't had any respiratory problems since.**

**Based on comments and forums across many economic discussion groups, these fulfillment and warehouse centers are causing stagnation and decline in the areas their built in, especially if it brings in low wage positions.**

**This type of wage will not merit or attract an increase demand in purchasing homes or people moving long term in the Hardeeville area. In fact, these low paying jobs will create a home price depression as we are currently in a recession.**



**The council should consider industries (think long term) that would attract people to purchase homes and live in the Hardeeville area. Businesses that would not bring evident environmental and safety hazards to your citizens. In doing so property taxes and revenues go up, that can go to schools and improve their quality and better fund programs and infrastructure.**

**If anything the landlords that have available rental property might stand to make a profit from the Silverman Group project as they could increase rates for over list price for tenants that may relocate from other areas to save the commute time.**

**\*\*\*\*\*But, Keep in mind these warehouse jobs are temporary.**

**NOTICE FOR COUNCIL TO CONSIDER**

**At last JC Planning meeting on 12/14/21, Dr. Earl Bostick, questioned why this particular area and not the Riverport Industrial area which would be more suitable for their type of industry?**

**To which SG Atty completely skirted around the question and responded along the lines..."Well if we don't get this property, we are not interested in building anywhere else."**

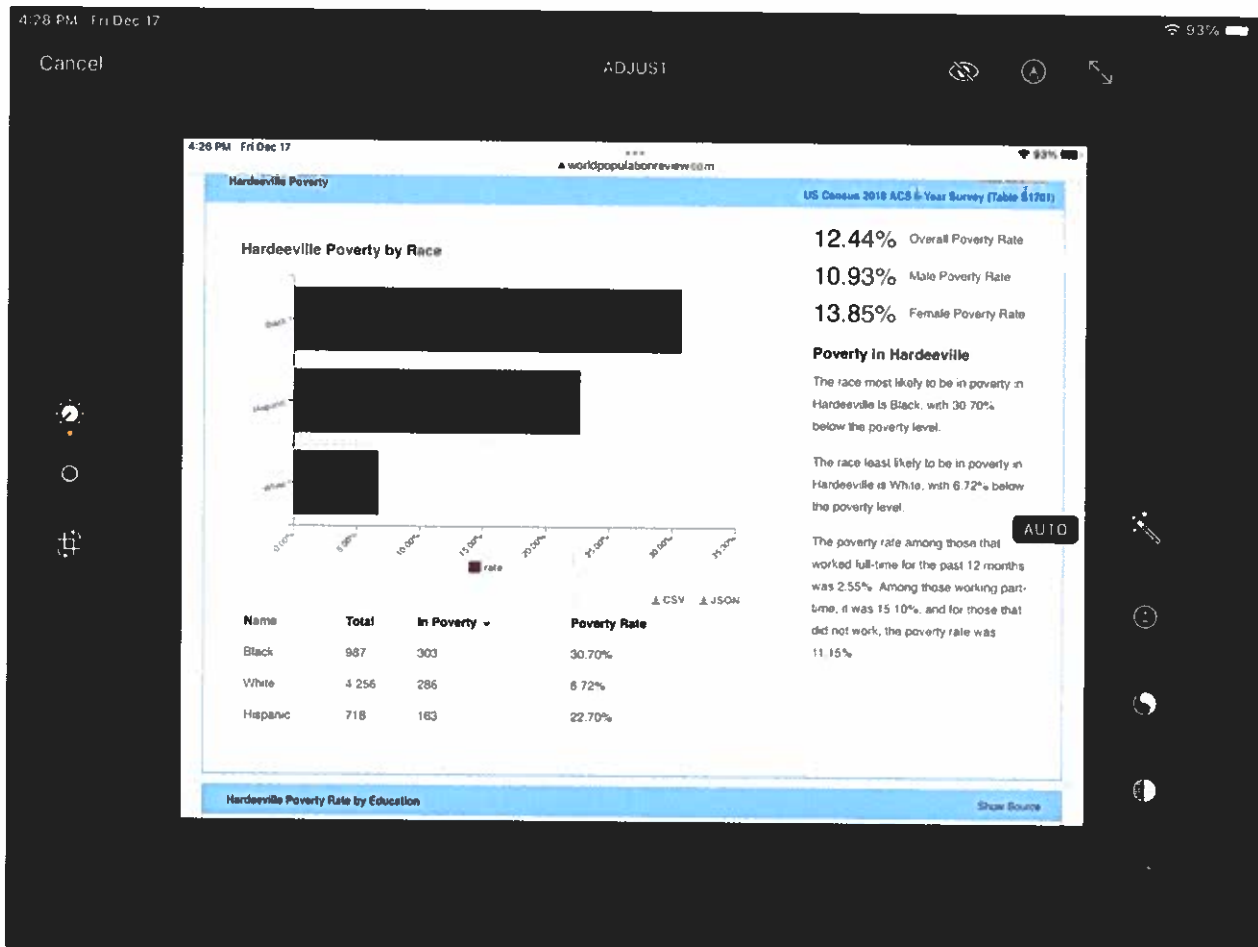
**I'M GOING TO TELL YOU THE REAL REASON WHY THEY ARE NOT INTERESTED IN THE RIVERPORT AREA.**

**This parcel of land fits the description of their #1 tenant Amazon's aggressive Covid-Era expansion into low income/predominantly poorer and more people of color neighborhoods. The land investment for the Company is low but the tax credits are substantial.**

**In North America alone, according to annual reports, Amazon leased 330.6 million sq ft of space (which is in predominantly poorer/lower income areas with people of color) and only owns 14.8 million sq ft**

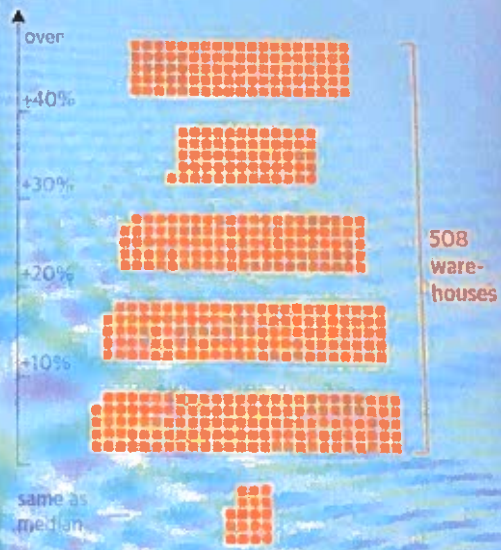
which is mainly office space, data centers and physical stores (which are located in predominantly higher income/white areas) in 2020.

**SEE GRAPHS BELOW THAT SUBSTANTIATE THIS CLAIM**



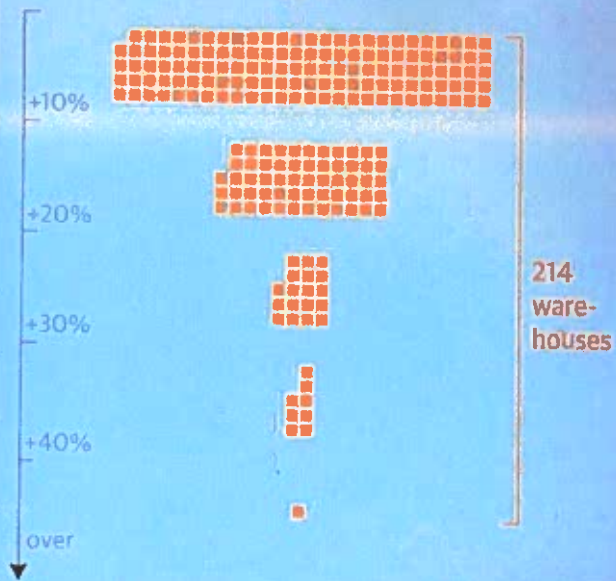
### More residents of color

compared with the median neighborhood  
in the same metro area



72% 11:29 PM

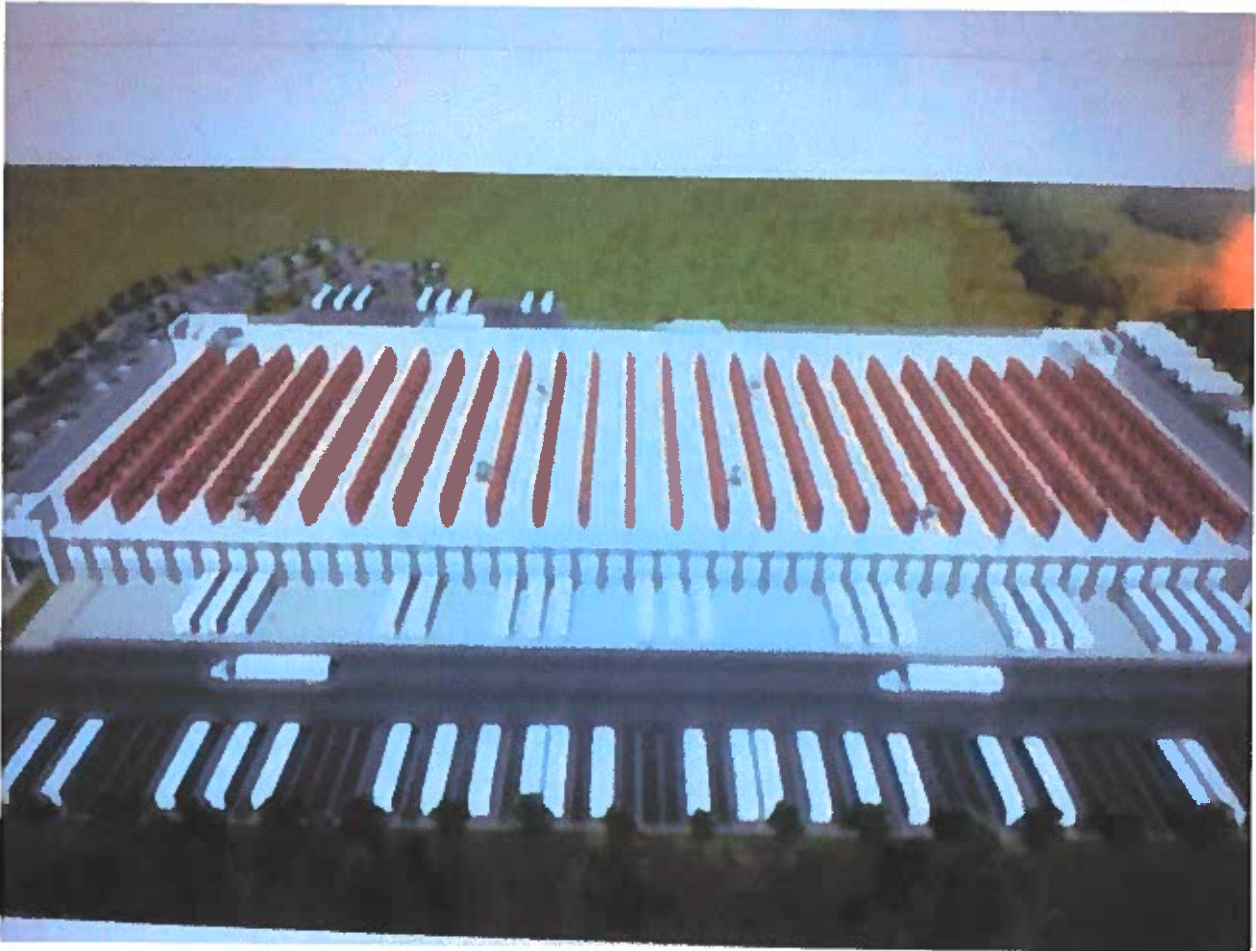
same as median



### More white residents

compared with the median neighborhood  
in the same metro area

Sources: MWPVL International and U.S. Census, EPA  
EJSCREEN. Differences expressed in percentage points.  
Excludes warehouses in areas with fewer than 500



**This is a Silverman Group distribution center. There are 43 doors to accommodate a continuous flow of semi trucks just on this one side of the distribution center. Council can estimate the % of heavy cargo travel trucks from the architectural plans of which I have no access to. If there are the same number on the other side as well, or cargo docks in the end sides, that would create even more hazardous cargo truck flow.**

**Community activists across the Country are asking local, State and Federal officials to stop and consider an area's existing environmental hazards before allowing these types of distribution centers to open in these types of communities.**

Source (US Census)

Source (Environmental Protection Agency)

Source ( International Logistics Consulting Service.)

Research compiled by the People's Collective for Environmental Justice raises concerns about the pollution and other environmental harms from the logistics sector in low income communities.

These distribution centers bring severe truck pollution and toxic emissions from the semis to neighborhoods and are correlated with bad air quality and related health problems.

Advocates who are pushing for new environmental restrictions, are particularly concerned about the expansion of these distribution centers. While the expansions may bring temporary jobs to the community that has probably suffered from high unemployment rates, advocates say the environmental consequences have been severe and that the jobs are hazardous or exploitative.

**Amazon's logistic distribution center boom and 200% increase in sales is coming at a cost to the folks who live in these communities per a PCEJ environmental science researcher and analyst.**

People of low income residents are disproportionately affected by Logistics distribution centers a Consumer Reports investigation found.

**These centers are being bought up by the hundreds where residents within a mile of the center have low incomes.** Residents near these new warehouses are facing increased air pollution from semi trucks

and vans, more dangerous streets for children to walk or ride a bike on and other quality of life issues such as clogged traffic and near constant noise.

Breathing in tiny particles from diesel and gasoline exhaust increases a persons chance of getting asthma, developing cancer, or having a heart attack, decades of studies have shown. Children and the elderly are particularly vulnerable. This type of pollution may cause premature births and miscarriages.

(Source for above: The Guardian, Dec. 9, 2021)

**IMPORTANT NOTE FOR COUNCIL TO CONSIDER:**

**\*\*\*\*\*With this being a MEGASITE, heavy diesel semi trucks will be moving through downtown Hardeeville 24/7. This means 9800 pound semis will be traveling down Hwy 17 (Whyte Hardee Blvd) and downtown Hardeeville at a much more rapid pace. Some of these distribution centers receive and load as many as 600 or more heavy cargo diesel semis per day.**

Across America, roads and bridges are collapsing that have steel girders. So much that President Trump platformed the passing of a major infrastructure program.

**A major reason for this deterioration is the impact of heavy cargo trucks. A federal study found that road damage from one 18 wheeler is equivalent to the impact of 9,600 cars. A fully loaded tractor trailer weighs 80,000 pounds, 20 times more than a passenger car but the wear and tear caused by the trucks is exponentially greater. If the truck is overloaded, damage to roads increases by 42%.**

**Source (Dept of Highway Transportation)**

**IMPORTANT NOTE FOR COUNCIL TO CONSIDER:**

**\*\*\*\*\*Council should keep in mind that according to the EPA data and research this amount of heavy equipment transportation causes structural foundations/frameworks (homes and other businesses) to crack/fracture miles/blocks away from these roads due to the continuous heavy equipment traffic flow that shifts the soil.**

**Source (Environmental Protection Agency)**

**NOTICE TO COUNCIL: (WRECKS FROM AMAZON TRUCKS)**

**Council should also do it's research regarding the mega lawsuits (119 lawsuits this year) that are currently underway against Amazon regarding semi accidents that have left people severely disabled with spinal cord injuries or death by these Amazon carrying cargo trucks.**

**Amazon refuses to take any accountability and evades all responsibility in it's delivery vehicle crashes citing that these truck drivers are not technically their employees.**

**But Amazon provides the dashboard cameras to watch their every move, in case of yawning and being sleepy at the wheel.**

**Source ( The Verge, 11/14/21)**

**IMPORTANT NOTICE FOR COUCIL TO CONSIDER**

**How many people in Hardeeville/Jasper County could afford to take on a Trillion dollar Company in court to sue if the same happens to one of your family members or loved ones?**

**AMAZONS PLAN TO REPLACE HUMANS WITH ROBOTS**

**Amazon bought the company that makes it's autonomous mobile robots in March of 2012 for \$775 million and has since changed the name to Amazon Robotics LLC.**

**As Amazon continues it's quest for domination of the retail industry they are already increasing and innovating into automated warehouse**

robots to improve their operations and cut the Company's costs by half. These robots replace actual human employees and have no payroll related tax expenses, no worker's compensation insurance to be paid in, and do 5 times the work of a human, which means more profit for Amazon and the Silverman Group.

These robots can reportedly pack 600 to 700 packages per hour, four to five times the average rate of human packers.

Source (Reuters and Supply Chain Dive, May 13, 2019)

At a cost of \$1 million per machine, the new system would pay for itself in two years. Scott Anderson, Director of Amazon Robotics Fulfillments, told Supply Chain in May of 2019 (prior to the pandemic) that they are at least 10 years away from a "lights out" facility that operates entirely by robots and no human employees.

Source (Reuters and Supply Chain Dive)

In less that 1 year since this statement was made they already have a 3.7 million sq ft which is their 1<sup>st</sup> robotics fulfillment center in Mt. Juliet, TN. With 80,000 Sq ft being office space.

Source (New York Times Study, 1/6/21)

Economists state Amazon destroys more jobs than it creates and labor saving has always been the goal of new technology.

Source (The Philadelphia Inquirer)

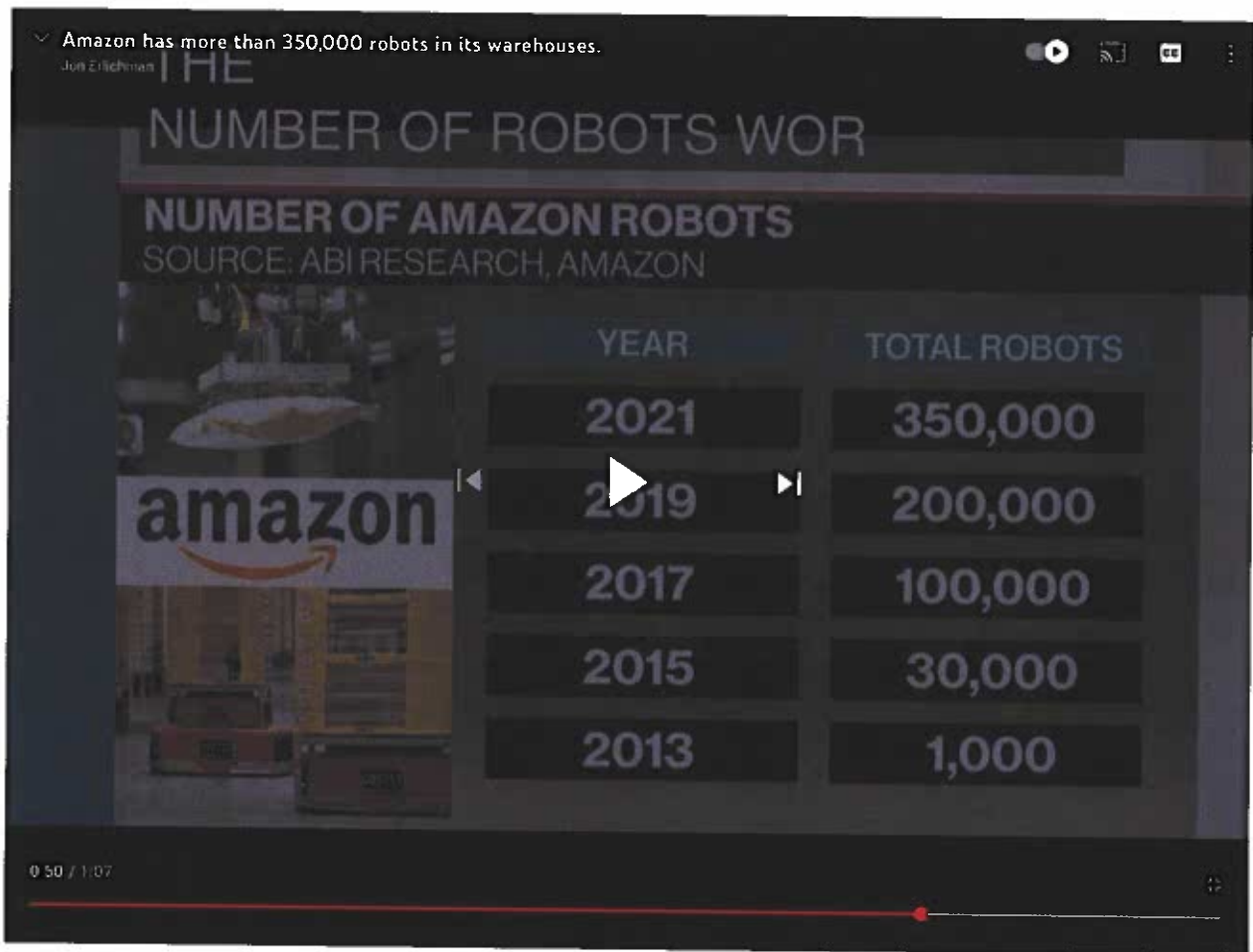
Source (Query Sprout)

Amazon is currently using 350,000 of these mobile drive unit robots at it's distribution centers. That's 1,750,000 jobs that humans could be working in a recession hit economy, but Amazon prefers robots.

Source (The Philadelphia Inquirer)

Source (Google)





**NOTICE FOR COUNCIL TO CONSIDER**

It would behoove the Council members to watch a few YOU TUBE videos (I have watched many) on what these robots can do. I was in “awe” at the advanced technological speed and accuracy that these machines/robots can work. It is quite impressive.

Let me reiterate, they can outperform and do the same work of of 5 human beings. Amazon’s goal is to lessen the employee related cost to the Company.

**BOTTOM LINE IS PROFIT! THEY DO NOT CARE ABOUT YOUR COMMUNITY AND WOULD RATHER HAVE A ROBOT WORKING OVER A HUMAN.**

**Source (You Tube: Amazon Robots at Work)**

**This type of wage will not merit or attract an increase demand in purchasing homes in the Hardeeville area. The council should consider industries that would attract people to purchase homes and live in the Hardeeville area. In doing so property taxes and revenues go up, that can go to schools and improve their quality and better fund programs and infrastructure. If anything landlords with rental property may stand to profit as they could increase rates.**

**\*\*\*\*\*BUT, KEEP IN MIND THESE WAREHOUSE JOBS ARE TEMPORARY SO EVEN LANDLORDS PROFITS WILL BE SHORT TERM.**

**Amazon is investing heavily in it's order fulfillment capabilities, by rapidly increasing it's network of warehouses and expanding to 2 hour and same day delivery to oust big name Competitors such as Walmart, Target, EBay and Costco, etc.**

**(Source: The News & Observer, 9/10/2014.)**

**(SEE GRAPH ABOVE AT RAPID RATE OF LOGISTICS DISTRIBUTION CENTERS BEING BUILT THROUGH 2020)**

**Amazon is in a prime spot to capitalize the entire retail sector. They can offer free shipping on their products in this sector, destroying all other competition (UPS, FEDEX, USPS).**

**Their profits come from the IT service management company AMAZON WEB SERVICES. AWS provides on demand cloud computing platforms to individuals, governments , companies, health organizations and other industry professionals (transports info back & forth through cloud), on a metered pay as you go basis. Pretty much everyone in the US uses AWS in some way. If you watch Netflix, Prime Video and most all of the online movies and TV series, then you are using AWS.**

## **TRANSPORTATION ISSUES ASSOCIATED WITH LARGE VOLUMES OF HEAVY TRUCK TRAFFIC**

Roads are an integral part of our daily lives. Children are transported to and from school by bus or car, ambulances reach those that need medical attention, people drive to stores, doctors, visit family, grocery shop, etc.

Science Directs research shows that collisions involving semi trucks have a substantial higher rate of injury severity (meaning more life threatening) verses car collisions.

According to the US Bureau of Transportation Statistics and the US National Transportation Board (2017 statistics) increased heavy truck traffic creates a burden to the road system.

Science Directs research data shows that these trucks have high collision risks due to their high volume, large vehicle size, heavy weight, and other operational characteristics.

This impact is causing roads to fall apart and become riddled with potholes which causes damages to cars and creates greater risks of collisions and accidents.

Source (US Dept of Transportation & Highway Safety)

### **NOTE FOR COUNCIL TO CONSIDER**

(HWY 17/Whyte Hardee Blvd and Main Street Downtown Hardeeville were not built to withstand a constant fleet of semis.

\*\*\*\*\***(They will most assuredly become pot hole riddled.)**

According to the AAA Auto Club study, pothole damage cost US drivers \$3 Billion per year. These potholes create road safety hazards and cause more tire blowouts and wheel damage, they cause steering system misalignment, exhaust system damage (can cause engine

damage along with a risk of passengers being exposed to carbon monoxide inhalation).

The jolts/concussive force at which you hit these potholes can also cause internal injuries and impact pain such as whiplash, concussions, neck and spinal cord trauma, broken bones, internal hemorrhages. In a worst case scenario, you can lose control of the vehicle causing collisions.

Statistics show that 63% of Americans can not afford major repairs to their autos.

Source (AAA Auto Club Study)

Large commercial vehicle traffic is expected to increase by 64% by the year 2030.

Source: (Governing Magazine) (Motor Carriers Association)

Source: (Forbes: Pothole Dangers-Drivers Beware, Apr. 16, 2018)

Source: (Pothole.Info 2021).

**\*\*\*\*\*SPECIAL NOTE TO COUNCIL**

**In North Carolina an analysis by the State Transportation Dept. found that heavy cargo trucks cost the state an extra \$78 million per year.**

**IMPORTANT NOTE FOR COUNCIL TO CONSIDER:**

**\*\*\*\*\*As a neighboring State, Council must ask themselves, is this what you want for the State of South Carolina? Is an increased gas tax that falls to your children and grandchildren to repair these roads an incentive to approve this type of industry?**

**ENVIRONMENT RESEARCH ON POLLUTION**

**Citizens living near these distribution centers are complaining that their morning commutes to work now involve battling semis for space**

**on nearby residential streets and on some mornings through dangerous smog from the diesel semi truck emissions.**

**Citizens have even stated that they can feel their houses shake because of the number of trucks that go by and some have reported structural damage to their homes from the vibrations of these heavy semis constantly going back and forth in their surrounding area.**

**Consumer Reports analyzed data from the Census Bureau and the Environmental Protection Agency to examine Amazon's nationwide logistics delivery network and here are key findings from the investigation.**

**(SEE ABOVE GRAPH FOR POORER/LOWER ARE DISTRIBUTION EXPANSIONS)**

**No graph data on 2021 but Council is smart enough to know these numbers increased dramatically as they are now almost a 2 Trillion dollar company expanding their logistics networks at revolutionary speeds, as fast as they can.**

**The goods movement industry relies upon diesel fuel to power their operations. This study focuses on the disproportionate distribution of warehousing facilities in disadvantaged/low income neighborhoods. The changing factors in the location choice of disadvantaged neighborhoods leads to the environmental Justice problem in warehousing location.**

**Source (Sage Journals: Location of warehouses and environmental Justice research)**

### **HEALTH CONCERNS TO CITY OF HARDEVILLE/JASPER COUNTY**

**Warehousing and its associated activities produce indoor and outdoor pollutants that have been shown to have a significant negative impact**

on the environment and human health of individuals who reside near these warehouses and distribution centers.

Inside has carbon monoxide, hydrocarbons and nitrogen oxides from the forklift and cargo docks. The particulates that are inhaled from the cardboard particles goes into the lungs of those inside and they have a greater probability of developing lung & respiratory related problems.

Research shows that inhaling particulates from diesel trucks serving the warehouse industry is one of the top contributors to lung cancer worldwide.

**NOTICE FOR COUNCIL TO CONSIDER:**

**OTHER LUCRATIVE INDUSTRIES THAT WOULD BE ATTRACTED TO THIS PARCEL AS THE ECONOMY BEGINS TO FLOURISH AGAIN AND NOT BRING THE POLLUTION OR SAFETY HAZARDS TO THE CITIZENS. THEY WOULD BE ELIGIBLE FOR SAME TAX CREDITS.**

Tesla Gigafactory (an electrical vehicle component factory that makes lithium-ion batteries.) Home prices soared 43% near these gigafactories.

Source (CNN:Money)

Tesla Inc., an electric vehicle maker would be attracted to this parcel for it's location as a charging dock for electric cars. The key word here is "LOCATION". More people are purchasing these EV'S as they are becoming more affordable for everyday consumers. This would bring in drivers off of I-95 to your area to charge their cars & EV trucks. Your city would have more people buying gas from your stations, using your convenient and grocery stores, eating more at your restaurants, possibly staying in hotels, etc.

**\*\*\*\*\*High Tunnel Organic Farming is the future. Amazon acquired Whole Foods in 2017 for \$13 Billion. Some major farm industry might be interested in this parcel of 226 acres. According to Organic Industry Survey, OTA, the profits from organic farming is increasing by 13% and growing every year as more consumers want organic food. It would bring a roadside attraction that would draw people from I-95 into the area. They would then use your gas stations, eat at restaurants, buy from other stores, etc.**

**Small Amusement park with hotel accommodations. This would attract parents off of I-95 and generate tremendous revenue for Hardeeville.**

**Any other road side attraction museums. Families will begin to vacation again when they feel safe from the pandemic.**

**Anything that provides enrichment activities and that children enjoy would draw parents off of I-95.**

**Like a Children's favorite eateries, Chucky Cheese, ice cream parlors, putt putt golf park, art center, pick-nick park, small amusement park, etc.**

### **GOVERNMENT REGULATIONS ON AMAZONS POWER JUST BEGAN**

**6/4/21**

**Amazon is the biggest US tech giant and the biggest regulatory threat to retail growth with it's competitive practices and market power.**

**The Federal Trade Commission, Dept. of Justice, economists and attorneys with the FTC along with multiple branches of the federal government are currently in the early stages (started 6/4/21) of probing into investigations regarding the violation of anti trust laws.**

**The Bloomberg report stated in July that the Dept. of Justice is “reviewing whether and how market-leading online platforms have achieved market power and are engaging in practices that have reduced competition, closed retail stores, stifled innovation, or otherwise harmed consumers”.**

**The DOJ and FTC share the power of antitrust enforcement. The House of Representatives also opened an investigation.**

**Bloomberg reported that Amazon was dropping sellers products from their site if the seller priced the product cheaper on rival sites. This behavior draws antitrust scrutiny and is under federal probe investigation.**

**Upon recent investigations The Wall Street Journal reported that Amazon changes it’s algorithms to promote more profitable products. It knows what does well on it’s site uses that to it’s advantage in it’s own retail operations. It then uses a strategy of boosting it’s own private label brands duplicating retail products that have high sales. This draws anti trust scrutiny and is currently being investigated.**

**The FTC has noted that Amazon and Google effectively control product search which affects the price and product information that actually reaches the consumer. This draws anti trust scrutiny and is currently being investigated.**

**There have been a steady complaint from businesses that report the e-commerce giant’s power has hurt all small businesses across the retail sector. Virtually every manufacturer and retailer of consumer goods in America faces this predicament...In order to reach more than half of the online market, they have to sell through Amazon which is their most aggressive and formidable competitor.**



**This is a bitter pill and means Retailers have to hand over to Amazon their customer relations, their product expertise, and a sizable cut of their revenue.**

**Source (Institute for Local Self-Reliance-testimony to House of Representatives Judiciary Committee).**

**Amazon is currently involved in lawsuits by companies such as Williams Sonoma and Birkenstock as Amazon has actively counterfeited it's trade name and trade marks on it's website and infringed on them by selling it's own competing knockoffs under Amazon's Rivet Brand.**

**(See at sec.gov United States Securities and Exchange Commission, Washington, DC, Form 10-K)**

**This draws anti trust scrutiny and is currently being investigated.**

**At a certain level of power dominance, you can get away with not being as rigorous about tracking those things down as you might otherwise be per VP of Retail Industry Leaders Association, a trade group that includes Walmart, Target and other major retailers.**

### **STORES THAT ARE GETTING COMPLETELY DESTROYED BY AMAZON**

**Amazon is upending the American retail landscape. The following retail industries are closing all across America as a result of the "AMAZON EFFECT".**

**WALMART SEARS JC PENNEYS COSTCO TARGET BLUE APRON  
MACY'S STAPLES BEST BUY HH GREGG PAYLESS VICTORIA'S  
SECRET BARNES AND NOBLE ETSY GAMESTOP BED BATH &  
BEYOND TOYS R US DICKS SPORTING GOODS FOOTLOCKER HOME  
DEPOT AND MANY OTHERS.**

## **NOTICE FOR COUNCIL TO CONSIDER**

**If you have any of these industries in your surrounding counties. Most likely, this center will close them down.**

**\*\*\*\*\*THIS WILL CREATE JOB LOSSES FOR YOUR AREA**

## **IN CLOSING**

**I would like to thank the JC Council for their time in reviewing this document. It is greatly appreciated.**

**I've no doubt that the Jasper County Council is desperate to attract economic activity in the area due to the stagnation and detrimental effects of a current recession. Every township is suffering economically from the negative impact of the worst pandemic since the Spanish Flu in 1918 and of course, the "Amazon Effect".**

**The pandemic has been utterly catastrophic for jobs, beyond anything since The Great Depression.**

**Through the research that I have done and submitted I feel that this should show unequivocal, that this type of hazardous industry will disrupt the net impact on the local economies. It will disrupt the distribution of public and private goods, suppress wages, close your existing brick and mortar buildings and displace workers in other sectors.**

**It is my opinion that the Silverman Group is being strategically deceptive in its proposed plan to Council. They are advertising a rosy picture to Council and are not being forthright about the hazardous and safety impacts their distribution center will have on the citizens of Hardeeville/JC. It is my opinion that SG knows full well that this will be an Amazon fulfillment/distribution center.**

**I implore the JC Council to think about the welfare of your people first.**

**COUNCIL MEMBERS ROLE**

**The role of a Council member is to empowered him/her to make policy decisions and to approve ordinances, resolutions, and other local legislation to govern the HEALTH, WELFARE, COMFORT & SAFETY of the City/County residents.**

**I honestly do not believe that the citizens/residents of Hardeeville and JC have a complete understanding and grasp of the negative impacts that this industry will have on the community, unless they've done the many hours of research that I have.**

**After reading this evidence/data, with cited sources for confirmation, that I have presented to Council; I do not understand how any Council member that understands his/her role, could vote YES to push this Silverman Group project through, unless you are being "paid under the table" to destroy your own community.**

**I apologize to Council if I have been repetitive in some areas. I did the best I could to present this in sections regarding each issue. I am working from a small iPad. Drafting this document has been quite a challenge.**

**I hope that I have been able to convey to Council just how destructive this particular type of industry will be to the community. It comes from a place of love for Hardeeville. I want children and future generations of children to have cherished memories in this area like I have. I want future generations to love Hardeeville as much as I do. Hardeeville has a special place in my heart and will until the day I die.**

**I only want what's best for the community. My reason for submitting this document has nothing to do with being an adjacent property owner at 26642 Whyte Hardee Blvd. Our property would only decrease in value if a large sinkhole developed or years down the road the warehouse became abandoned. As to my knowledge, our commercial lot should maintain it's value as it is completely vacant, with no structures of any kind, or anybody physically living on the property.**

**Sincerely,  
Karen Haynes**

# AGENDA ITEM:

## X

Resolution: Item A

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER  
RESOLUTION NO. R2022-01**

**A RESOLUTION RELATING TO THE BUSINESS AND LICENSURE OF PEDDLERS  
AND HAWKERS.**

WHEREAS, S. C. Code of Laws Section 40-41-10, *et seq.*, provides that no person shall as a hawker or peddler expose or sell any goods, wares and merchandise in any county in this State unless he has received and is ready to produce and exhibit a license of such county so to sell or expose for sale goods, wares and merchandise in such county; and

WHEREAS, S. C. Code of Laws Section 40-41-30 provides that the governing body of each county shall fix and establish such fees in its county at the first meeting in January of each year; and

WHEREAS, S. C. Code of Laws Section 40-41-90 provides for an exemption from the provisions of Chapter 41, Article 1, except for the provisions of Sections 40-14-70 and 40-41-100 (regarding sales within one-half mile of certain religious meetings and penalties), to vendors of newspapers, magazines, vegetables, tobacco, provisions of any kind or agricultural products or to sales by sample by persons traveling for established commercial houses, but provides for applicability to vendors of every other class and kind of goods, wares and merchandise and to sales by sample or otherwise by such hawkers and peddlers of stoves, ranges, clocks, lightning rods, sewing machines, pianos or organs; and

WHEREAS, Jasper County Council adopted a Business License Ordinance, codified at Section 8-31 *et seq.* of the County Code of Ordinances, which incorporates in Section 8-51 a Business License Schedule identified as “Exhibit B;” and

WHEREAS, Appendix B establishes a general classification as Rate Class 9.41 “NAICS CODE 454390 *Other Direct Selling Establishments (Regular Peddlers)*” which includes rates for both resident and non-residents; and

WHEREAS, Jasper County wishes to allow peddlers, hawkers and solicitors to operate only under prescribed conditions in accordance with the aforementioned statute, and confirm by Resolution the applicable fees for hawkers and peddlers;

NOW, THEREFORE, BE IT RESOLVED, by Jasper County Council, in a meeting duly assembled, as follows:

Section 1 - Definitions:

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this Resolution, except where the context clearly indicates a different meaning:

- a) "Peddler" means any person who goes from house to house or from place to place soliciting, selling or taking orders for or offering to sell or take orders for any goods, wares, merchandise, or services; except vendors of newspapers, magazines, vegetables, tobacco, provisions of any kind or agricultural products, to sales by sample by persons traveling for established commercial houses, or any other vendor specifically exempted by State Statute, and includes those who may otherwise be identified as "hawkers" or "solicitors."
- b) "County" means the County of Jasper.
- c) "License official" means a person designated to administer the County Business License program.
- d) "Person" means any individual, firm, partnership, LLP, LLC, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company or other group or combination acting as unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principals.
- e) "Profession" means a calling, occupation, or activity engaged in with the object of gain, benefit or advantage, either directly or indirectly.

Section 2 - License and fee: Every Person engaged in or intending to engage in the Profession of Peddler, in whole or in part, within Jasper County, is required to pay an annual license fee to obtain a license.

- a) The required license fee shall be paid for each Peddler before commencing business and will be good in the County until the last day of December next after the date of issue.
- b) The license fee per Peddler shall be as follows for Persons with a principal place of business as provided for under the Business License Ordinance:

1. Resident: \$50.00 on the first \$2,000.00 of gross sales, plus \$0.55 per \$1,000.00, or fraction thereof, over \$2,000.00
2. Non-Resident: \$100.00 on the first \$2,000.00 of gross sales, plus \$1.00 per \$1,000.00, or fraction thereof, over \$2,000.00

Section 3 - Application for Peddler license: Any Person may apply for one or more Peddler licenses at the Clerk of Court' Office, or upon receipt by the Jasper County Administrator of a letter from the Clerk of Court requesting to delegate the administration the Peddler license program to the County License Official's office and a confirmation by the Administrator of such responsibilities, at the Jasper County Business License Office (in-person or on-line). The Clerk of Court, or in the case there has been a delegation of authority, the Business License Office, shall issue such permit upon payment of the applicable fee.

Adopted this 3<sup>rd</sup> Day of January, 2022

\_\_\_\_\_  
, Chairman

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

Approved as to Form:

\_\_\_\_\_  
David L. Tedder, Jasper County Attorney



# AGENDA ITEM:

## XI-A

*Ordinance item A*

**STATE OF SOUTH  
CAROLINA  
COUNTY OF JASPER**

**ORDINANCE 2021-33**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To authorize the extension of a Comprehensive Agreement and Renewal of Lease with Jasper County Animal Rescue Mission for the use of that real property located at 401 Carters Mill Road, Ridgeland, South Carolina.

**WHEREAS**, on or about July 1, 2007, Jasper County did lease to the Jasper County Animal Rescue Mission premises at 401 Carters Mill Road, Ridgeland, South Carolina for use as an animal shelter; and

**WHEREAS**, on or about July 10, 2010, Jasper County did re-new said lease to the Jasper County Animal Rescue Mission premises at 401 Carters Mill Road, Ridgeland, South Carolina for use as an animal shelter for a three year term; and

**WHEREAS**, on or about September 16, 2013, Jasper County did re-new said lease to the Jasper County Animal Rescue Mission premises at 401 Carters Mill Road, Ridgeland, South Carolina for use as an animal shelter for a three year term; and

**WHEREAS**, on or about October 17, 2016, Jasper County did re-new said lease to the Jasper County Animal Rescue Mission premises at 401 Carters Mill Road, Ridgeland, South Carolina for use as an animal shelter for a five year and three month term, expiring on January 1, 2022; and

**WHEREAS**, Jasper County Council finds and concludes that the use of this structure by the Jasper County Animal Rescue Mission is in the public interest and serves the people of Jasper County;

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

1. Jasper County Council authorizes an additional extension of a lease of the premises located at 401 Carters Mill Road, Ridgeland, South Carolina to the Jasper County Animal Rescue Mission for a five (5) year term and for the purposes and under the terms set forth in the attached proposed Comprehensive Agreement and Lease Renewal.

2. Jasper County Council authorizes the County Administrator, Andrew P. Fulghum, to execute and deliver, on behalf of Jasper County, the Comprehensive Agreement and Lease Renewal and other necessary documents to complete this transaction.

3. Jasper County Council further authorizes the County Administrator, Andrew P. Fulghum and the Jasper County Attorney, David L. Tedder to make such amendments and revisions as may be necessary to complete this transaction, so long as any changes are consistent with the underlying purposes of the Comprehensive Agreement and Lease Renewal.

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

---

**Barbara B. Clark**  
**Chairman**

**ATTEST:**

---

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

**ORDINANCE: 2021-33**

**First Reading:** 11.15.2021

**Second Reading:** 12.06.2021

**Public Hearings:** 01.03.2022

**Third Reading:** 01.03.2022

**Adopted:** 01.03.2022

It is required that the following Exhibit be attached before the second reading:

**Comprehensive Agreement and Lease Renewal (2016)**

Reviewed for form and draftsmanship by the Jasper County Attorney.

---

**David Tedder**

---

**Date**

## COMPREHENSIVE AGREEMENT AND LEASE RENEWAL

COMPREHENSIVE AGREEMENT AND LEASE RENEWAL (hereinafter, "Agreement"), effective as of January 1, 2022, by and between Jasper County (hereinafter the "County"), a governmental unit of the State of South Carolina with administrative offices at 358 Third Avenue, Ridgeland, South Carolina, and the Jasper County Animal Rescue Mission (hereinafter the "Mission"), a South Carolina non-profit charitable corporation, whose address is Post Office Box 1179, Ridgeland, South Carolina 29936. For and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **ACTIVITY.** The County hereby contracts with the Mission to operate and administer in a good and business like manner in accordance with accepted humane practices of such facilities, the animal shelter for the care and adoption of abandoned dogs and cats in Jasper County. The County will continue its animal control function collecting abandoned dogs and cats throughout Jasper County. The Mission agrees to accept all dogs and cats brought to the shelter by the Jasper County Sheriff Office, Animal Control, Ridgeland Police Department, Ridgeland Public Works, Hardeeville Police Department, Animal Control, Hardeeville Public Works, DHEC – Department of Health and Environmental Control and Jasper County Residents.

The Mission agrees to serve the people of Jasper County by:

- Providing shelter and humane care to dogs and cats that are lost, abandoned, neglected or abused.
- Placing adoptable dogs and cats in good homes with caring people, taking into account an analysis between the applicant's abilities and realistic alternatives..
- Reducing the population of stray and neglected dogs and cats by promoting and providing spaying and neutering.
- Providing educational material and learning opportunities concerning the proper care and treatment of pets.

2. **COMPENSATION.** For the assumption of the responsibilities referred to herein, for each fiscal year during the term of this Agreement, Jasper County Council will make an appropriation to the Mission in an amount to be determined based upon the needs of the Mission and the availability of revenue.

3. **LEASE.** The County hereby leases to the Mission for a term of five (5) years the building and surrounding grounds located at 404 Carters Mill Road, Ridgeland, South Carolina 29936. A drawing depicting the demised premises is attached hereto as Exhibit "A". This lease is effective as of January 1, 2022 upon the payment of the annual lease amount of One and 00/100 (\$1.00) Dollar. The lease in subsequent years becomes effective each January 1<sup>st</sup> for the term of this lease. Notwithstanding any other provision hereof this lease shall become null and void and the Mission shall quit the facility and return possession thereof to the County in the event that the Mission

shall be unable to, refuse to, or otherwise fail to comply with any of the its obligations under this Agreement or if the parties should be unable to reach an agreement on the terms for operating the Jasper County Animal Shelter.

4. REAL PROPERTY INSURANCE. The County shall maintain at its own expense insurance coverage for the real property and building leased to the Mission.

5. ALL OTHER INSURANCE. The Mission shall maintain at its own expense errors and omissions coverage in the minimum amount of \$500,000.00.

6. BUILDING AND GROUNDS MAINTENANCE. The Mission shall be responsible for the cleaning and routine maintenance of the leased building and grounds. The County shall be required to maintain in good working order all heating, air conditioning, electric and plumbing systems, their condition subject to reasonable wear and tear which does not unreasonably affect the normal and regular use thereof. The County shall be responsible for roof repair and replacement as needed.

7. UTILITIES AND GARBAGE. The Mission shall be responsible for all costs of utilities and garbage collection.

8. ANIMAL CARCASSES. The County agrees to remove animal carcasses from the leased premises upon request. Any fees associated with the disposal of carcasses shall be paid by the Mission.

9. VETERINARIAN SERVICES. The Mission shall be responsible for contracting with and payment of a veterinarian for the care of and spaying or neutering of the animals.

10. **PERMITS AND LICENSES.** The Mission shall apply for and obtain any and all drug licenses required by law from the Drug Enforcement Agency (DEA), the South Carolina Department of Health and Environmental Control (DHEC), and all other permits and licenses that may be required for the operation of the animal shelter. The Mission is responsible for all fees associated with obtaining governmental licenses and permits.

11. **FEES AND DONATIONS.** Any adoption or reclamation fee charged by the Mission shall be paid directly to and become property of the Mission. The Mission may solicit and accept any donations or grants directly. All fees, donations, and grants shall be used for the performance of this contract. Reclamation fees shall be approved by Jasper County Council by resolution from time to time, and shall be no more than the estimated good faith cost of housing temporarily lost animals, including capture, transportation, and administrative costs. Reclamation by the lawful owner shall not be contingent on any other matter, except the payment of the reclamation fee; notwithstanding the foregoing, the Mission shall abide by any lawful order from any state or federal agency regarding the release of an animal, including court orders prohibiting the release of the animal.

12. **ANNUAL REPORT.** The Mission shall present an annual report to the County describing its activities and accomplishments, and its financial condition, including all private donations and grants, at the end of each fiscal year.

13. **EMPLOYMENT.** It shall be the responsibility of the Mission to hire the staff

needed to adequately manage the shelter. None of the individuals shall be deemed County employees by virtue of their employment by the Mission.

14. **INDEMNITY.** The County does not assume any liability for any acts or omissions of the Mission or its agents or employees. The Mission hereby releases the County and agrees to indemnify the County and hold the County harmless from any and all claims against the County of any kind of nature whatsoever, arising out of or resulting from the use and/or operation of the leased premises by the Mission, including any expenses and attorney's fees which the County may incur in defending any such claims, except such claims or portions thereof as are covered by applicable insurance as otherwise herein provided.

15. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives, and assigns. The Mission shall not have the right to assign, pledge, or otherwise encumber this Agreement or any interest therein or sublet any of the leased premises without the written consent of the County nor shall the Mission have the right to encumber or otherwise suffer any lien to be placed against the leased premises.

16. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties. All prior negotiations have been merged into this Agreement and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. This Agreement shall not be modified or amended except by an agreement in writing signed by the parties.



17. NOTICES. All notices required to be given under the terms of this Agreement shall be in writing and shall be sent by United States registered mail or certified mail addressed to the party to be notified at its address as above stated.

18. CONSTRUCTION. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina.

In witness whereof the parties here to have caused this Agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, effective as of January 1, 2022.

WITNESSES AS TO  
JASPER ANIMAL RESCUE MISSION

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

**JASPER ANIMAL RESCUE MISSION**

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

\_\_\_\_\_  
Chairman

WITNESSES AS TO  
JASPER COUNTY:

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

**JASPER COUNTY**

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

**Andrew Fulghum**  
County Administrator

# AGENDA ITEM:

## XI-B

*Ordinance item B*

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE 2021-34**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To authorize Jasper County to enter into a Lease Agreement with the Jasper County Chamber of Commerce and the Jasper County Historical Society the use of the Perry House located at 403 Russell Street in Ridgeland, South Carolina as their offices and a museum.

**WHEREAS**, Jasper County is the owner of real property having the Tax Map Number 063-27-02-001 also know as the Historic Perry House located at 403 Russell Street in Ridgeland, South Carolina bearing; and

**WHEREAS**, the Jasper County Chamber of Commerce and the Jasper County Jasper County Historical Society offer a variety of services and opportunities to encourage growth and tourism in Jasper County; and

**WHEREAS**, Jasper County Council previously authorized a five year Lease Agreement with the Jasper County Chamber of Commerce and the Jasper County Jasper County Historical Society in 2009, which has fulfilled the stated purposes of offer a variety of services and opportunities to encourage growth and tourism in Jasper County; and

**WHEREAS**, Jasper County Council believes that it would be a benefit for the citizens and commerce of Jasper County to have the offices and museum of the Jasper County Chamber of Commerce and the Jasper County Jasper County Historical Society to continue to be located at the Perry House;

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

1. Jasper County Council approves of the lease of the Perry House to the Jasper County Chamber of Commerce and the Jasper County Historical Society on terms substantially

consistent with those include in the attached Lease form. Upon approval of the Lease Agreement, and other related documents by the County Attorney, the Chairman of Jasper County Council and/or the County Administrator shall be and they are hereby authorized to execute and the Clerk to Council is hereby authorized to attest and deliver such easement, and other related documents as may be necessary or desirable and in so doing, to bind Jasper County.

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

---

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

**ATTEST:**

---

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

**ORDINANCE: 2021-34**

**First Reading:** 11.15.2021  
**Second Reading:** 12.06.2021  
**Public Hearings:** 01.03.2022  
**Third Reading:** 01.03.2022  
**Adopted:** 01.03.2022

It is required that the following Exhibit be attached before the second reading:

**LEASE AGREEMENT.**

Reviewed for form and draftsmanship by the Jasper County Attorney.

---

**David L. Tedder**

---

**Date**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER )

**LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2021, between Jasper County, hereinafter referred to as “Landlord”, and the Jasper County Chamber of Commerce and the Jasper County Historical Society hereinafter collectively referred to as “Tenant”.

In consideration of the mutual covenants contained herein, the parties agree as follows:

**1. DESCRIPTION OF THE PREMISES.** Landlord by these presents does hereby demise and let unto Tenant and Tenant leases and hires from Landlord for the term and upon rental, covenants and agreements hereinafter set forth, those certain premises located in the City of Ridgeland in the County of Jasper, State of South Carolina, together with two (2) parking spaces to be designated by the County Administrator, more particularly described as The Perry House, 403 Russell Street, Ridgeland, South Carolina 29936, provided however, that the Landlord retains use of all of the other parking spaces surrounding and to be constructed, surrounding The Perry House.

**2. TERM.** The term of this lease shall be five (5) years commencing on January 1, 2022 and ending on December 31, 2027; provided however, that should Tenant not vacate the premises upon the passage of the termination date, the tenancy shall continue on a month to month tenancy until Tenant shall vacate the premises, either voluntarily or through legal process. During such month to month tenancy, all other terms of this Lease Agreement shall remain in full force and effect.

**3. RENT.** The rental payment for this lease is due in advance and payable in the amount of one (\$1.00) Dollar per year.

**4. AUTHORIZED USE.** Tenant agrees to use the demised premises only for a museum, a visitor’s center and a chamber of commerce unless otherwise agreed by

the parties. Tenant further agrees that it will not use or permit the premises to be used for any offensive, noisy or dangerous trade or business, or for any other purpose not provided for herein, or any use in violation of laws, ordinances and regulations or any governmental body or authority applicable to the premises. Tenant will not do or permit any act or omission which will increase the rate of insurance on the premises, and if such rate be increased, Tenant agrees to pay Landlord such increased cost of insurance. Tenant agrees to take good care of the leased premises and suffer no waste, and at the end or other expiration of this lease, or renewal thereof, deliver the leased premises in as good a state and condition as received by the Tenant, reasonable wear and tear accepted.

**5. TENANT'S ALTERATIONS.** The Tenant may alter, replace or add to the improvements of the premises at its own expense, subject to the prior written approval of the Landlord of the plans and specifications; provided, however, that the Landlord shall not withhold such approval arbitrarily.

**6. TRADE FIXTURES, BUSINESS EQUIPMENT AND FURNISHINGS.** Tenant may install at its expense and without Landlord's consent trade fixtures, moveable office partitions, furniture and business equipment and other personal property, and may remove same at any time and further provided that any damage to the premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the premises.

**7. TENANT'S MAINTENANCE AND REPAIR OF PREMISES.** Tenant agrees to make all repairs upon the demised premises including but not limited to the following: Tenant shall keep the interior of the building, including the plumbing, closets, pipes and electrical systems and fixtures in good order and suffer no waste, keep the water pipes and connections free of ice and other obstructions during the term of this lease, or renewal thereof, all at the Tenant's expense. Tenant shall keep the exterior woodwork freshly painted. Tenant shall keep the exterior walls, foundations, roof, sanitation system, water pipes and all outside plumbing and grounds in good repair. The Tenant shall be responsible for periodic grounds maintenance. Tenant shall maintain heating and air conditioning equipment by performing periodic inspections and servicing thereof and shall repair or replace the equipment when necessitated by ordinary wear and

tear; notwithstanding any other provision of this paragraph, the parties agree that the Tenant shall not be responsible for replacement or repair of catastrophic failure of a major system of the demised premises, e.g., roof or HVAC system. In addition Tenant shall be entitled to apply to County Council for financial assistance from Accommodations Tax revenue for any required repairs the cost of which exceed the financial capacity of the Tenant. Should Tenant fail, within a reasonable time after notice of the repairs of and to the demised premises that ought to be made pursuant to the terms of this Lease, to make such repairs, Landlord may declare the terms of this Lease to be in default and seek the remedies provided for under the terms of this Lease or otherwise provided by law.

**8. TAXES.** The Tenant shall pay all taxes and assessments upon the real property, if any.

**9. UTILITIES.** Tenant shall contract for and obtain, in its name all utility services required on the demised premises, including, but not limited to gas, electricity, telephone and water. Tenant shall pay all charges for those services as they become due.

**10. INSURANCE, INJURIES AND PROPERTY DAMAGE.** Tenant agrees to indemnify and hold harmless Landlord of and from any and all claims of any kind or nature arising from Tenant's use of the demised premises during the term hereof, and Tenant waives all claims against Landlord for damages to goods, wares, or merchandise or for injury to persons in and upon the premises from any cause whatsoever, except such as might result from the negligence of Landlord or Landlord's representatives. At all times during the term hereof the Tenant shall keep in effect in responsible commercial liability insurance in the name of and for the benefit of Tenant and Landlord with limits not less than the limits of liability found in Code of Laws of South Carolina §15-78-120 (1976 as amended).

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or certified copy thereof or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Landlord. Tenant shall have the right to settle

and adjust all liability claims and all claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

Tenant shall place and maintain in force during the term of this agreement, or any extensions or renewal thereof, sufficient renter's or contents coverage insurance to insure against any loss or damage to Tenant's personal property that may occur on the leased premises.

**11. ASSIGNMENT OR SUBLEASE.** Neither this lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, or by operation of law, and neither all nor any part of the leased premises shall be sublet by Tenant.

**12. NOTICE.** All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested to the party to be notified, at the address set forth herein or at such other address as the party may, from time to time, designate in writing. Every notice shall be deemed to have been given at that time it shall be deposited in the United States Mail in the manner prescribed herein. Noting contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a Summons or other legal process.

**Landlord: Jasper County**  
Andrew Fulghum, County Administrator  
358 Third Avenue  
Post Office Box 1149  
Ridgeland, South Carolina 29936

**Tenant: Jasper County Chamber of Commerce**  
Kendall Malphrus, Executive Director  
Post Office Box 1267  
Ridgeland, South Carolina 29936

and

**Jasper County Historical Society**  
President  
Post Office Box 2111  
Ridgeland, South Carolina 29936



**13. DEFAULT BY TENANT.** If Tenant shall make default in paying rent or making any other payment herein provided for, or if the Tenant shall breach any covenant, term or condition of this lease or part thereof, and any such default or breach shall continue for a period of thirty (30) days, after written notice to Tenant, or if the leased premises or any part thereof shall be abandoned or vacated or if Tenant shall be dismissed therefrom by or under any authority other than the Landlord, or if Tenant shall file a voluntary petition of bankruptcy or if the Tenant shall file any petition or institute any proceeding under any insolvency or bankruptcy act or any amendment thereto hereafter made, seeking to effect a reorganization or a composition with its creditors or if, in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant of the leased premises or if any proceeding shall be commenced for the reorganization of Tenant of the leasehold estate created hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, the Landlord may, at its option, terminate this lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the leased premises by force, summary proceeding or otherwise and remove all persons and property therein, without being liable to indictments, prosecution or damage therefore and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter the premises.

**14. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY.** Notwithstanding any other provisions hereof, in the event that the demised premises, including all improvements, alterations, additions and changes made by either party hereto, are partially or totally damaged, destroyed or rendered unfit for Tenant's use by fire, tornado or other casualty, this lease shall immediately become null, void and of no effect.

**15. SURRENDER OF PREMISES.** Tenant agrees to turn over all keys and to surrender the leased premises at the expiration or sooner termination of this lease or any extensions thereof, broom clean and leave in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this lease, ordinary wear and tear and damage by the elements accepted, and Tenant shall remove all of its property.

16. **ENTIRE AGREEMENT.** This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

**IN WITNESS WHEREOF,** the parties hereto have caused these presents to be executed the day and year first written above.

*Witnesses as to Landlord:*

**LANDLORD:**

**JASPER COUNTY**

By: \_\_\_\_\_  
**Andrew Fulghum**  
Administrator

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

AND

*Witnesses as to Tenant*  
Jasper County Chamber of Commerce:

**TENANT:**

**JASPER COUNTY  
CHAMBER OF COMMERCE**

By: \_\_\_\_\_  
**Kendall Malphrus**  
Executive Director

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

SIGNATURES AND WITNESSES CONTINUE ON FOLLOWING PAGE



**STATE OF SOUTH CAROLINA**

**PROBATE**

**COUNTY OF JASPER**

Personally appeared before me, \_\_\_\_\_ a witness, who made oath that she along with a Notary Public \_\_\_\_\_ saw \_\_\_\_\_, President of the Jasper County Historical Society sign and deliver the within Lease Agreement.

Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Notary Public for S. C.  
My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Witness

# AGENDA ITEM:

## XII

*New Business item A*



## Jasper County Clerk to Council

358 Third Avenue  
Ridgeland, South Carolina 29936  
Phone (843) 717-3696

Wanda Simmons  
Clerk to County Council  
wsimmons@jaspercountysc.gov

### Jasper County Council

#### Staff Report

<b>Meeting Date:</b>	01.03.2022
<b>Project:</b>	Proposed 2022 County Council Meeting Calendar
<b>Request:</b>	For Council to set the 2022 Meeting Calendar for the Jasper County Council Meetings
<b>Submitted For:</b>	Review and Approval
<b>Recommendation:</b>	Staff recommends approval

#### Description:

Please see the attached 2022 County Council Meeting Calendar that was submitted to you for review at the 12.06.2021 meeting.

There have been a couple of changes as noted below:

- The regular session start time has been changed from 6:30pm to 6:00pm for all meetings.
- During the months of June, July and August.
  - In June we removed the June 20<sup>th</sup> meeting because that is now the Juneteenth Holiday
  - In July Council usually only has one Council Meeting
  - In August the August 8<sup>th</sup> Meeting Date appears to be during the SCAC Conference

Thank you for taking time to review this information on the meeting schedule.

**\*\*This is a Proposed Meeting Schedule for Council's review and is subject to change prior to approval on 01.03.2022\*\***

DUE TO THE COVID-19 CONSIDERATIONS, UNLESS OTHERWISE NOTED ON THE PUBLISHED AGENDA FOR EACH MEETING, ALL IN-PERSON COUNCIL MEETINGS ARE REPLACED WITH EITHER **ELECTRONIC OR HYBRID ELECTRONIC/PHYSICAL MEETINGS**, INCLUDING MEETINGS SHOWING BELOW FOR OTHER LOCATIONS.

**Watch Live via YouTube at:**

[https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCDA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCDA)

## **2022 County Council Meeting Schedule**

THE JASPER COUNTY COUNCIL MEETS ON THE FIRST MONDAY OF EACH MONTH AND THE THIRD MONDAY OF EACH MONTH AT **6:00PM**. IF THE FIRST OR THIRD MONDAY FALLS ON A HOLIDAY, THE COUNCIL WILL MEET ON TUESDAY OF THAT WEEK.

- JANUARY 3, 2022 - 6:00PM
- JANUARY 18, 2022 - 6:00PM (Tuesday)
- FEBRUARY 7, 2022 - 6:00PM
- FEBRUARY 22, 2022 - 6:00PM (Tuesday)
- MARCH 7, 2022 - 6:00PM - **HARDEEVILLE**
- MARCH 21, 2022 - 6:00PM
- APRIL 4, 2022 - 6:00PM
- APRIL 18, 2022 - 6:00PM
- MAY 2, 2022 - 6:00PM
- MAY 16, 2022 - 6:00PM - **HARDEEVILLE**
- JUNE 6, 2022 - 6:00PM
- JULY 18, 2022 - 6:00PM
- AUGUST 15, 2022 - 6:00PM
- SEPTEMBER 6, 2022 - 6:00PM (Tuesday)
- SEPTEMBER 19, 2022 - 6:00PM - **HARDEEVILLE**
- OCTOBER 3, 2022 - 6:00PM
- OCTOBER 17, 2022 - 6:00PM
- NOVEMBER 7, 2022 - 6:00PM - **HARDEEVILLE**
- NOVEMBER 21, 2022 - 6:00PM
- DECEMBER 6, 2022 - 6:00PM

DATES AND TIMES ARE SUBJECT TO CHANGE

SPECIAL MEETINGS CAN BE CALLED WITH 24 HOURS PUBLIC NOTICE

FOR ADDITIONAL INFORMATION CONTACT: 843-717-3696

EQUAL OPPORTUNITY EMPLOYER - SPECIAL ACCOMMODATIONS AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES

# AGENDA ITEM:

## XIII

Old Business item A

\*\* Note this is a verbal COVID update from Chief Wells and the screen will be shared with this information\*\*



# AGENDA ITEM:

## XIV

Council Members Comments

# AGENDA ITEM:

## XV

### *Administrator's Report*



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

358 Third Avenue - Courthouse Square - Post Office Box 1149  
Ridgeland, South Carolina 29936 - 843-717-3690 - Fax: 843-726-7800

Andrew P. Fulghum  
County Administrator  
[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

### **Administrator's Report January 3, 2022**

---

1. Staff Work Plan Review:

We look forward to presenting a status update on our 2021 work plan for your Jan. 18 meeting.

2. Reapportionment of County Council Districts:

The process of reapportioning County Council Districts to incorporate the results of the 2020 Census is on track. The County Council has adopted a resolution affirming the Council's criteria for this effort. The next step is to hold a workshop to provide the County Council and the public the opportunity to hear the staff from the South Carolina Revenue and Fiscal Affairs Office present the results of the 2020 Benchmark Redistricting Report for Jasper County which was prepared by that office.

SC Revenue and Fiscal Affairs Office staff is prepared to do that on Thursday, January 13. Details of that proposed County Council workshop will be advertised as soon as practicable.

3. Ambulance Service:

I have received notification from the City of Hardeeville that that City intends to provide a new service of advanced life support to residents within the City, Jasper County, and Beaufort County. Additionally, I have been notified that the City has applied for a grant to provide an ambulance for City use. There was no prior notification or discussion about the City desiring to take over ambulance service within the City limits and I have requested a copy of their grant application to try to understand what the City's intent is.

Additionally, a private ambulance service is also marketing to new residents of the County. As the sole provider of ambulance service county-wide, staff is researching the issues and will bring recommendations to the County Council at your Jan. 18 meeting.

As a matter of public safety, please ensure residents who may inquire that the County continues to provide emergency medical services county-wide.

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



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

358 Third Avenue – Courthouse Square – Post Office Box 1149  
Ridgeland, South Carolina 29936 - 843-717-3690 – Fax: 843-726-7800

Andrew P. Fulghum  
County Administrator

[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

### Progress Report December 7, 2021-January 3, 2022

---

1. Detention Center:

Reviewed report provided by Director Benjamin re: personnel and persistent vacancies issue. Discussed with management team, provided recommendations to Mr. Benjamin, and prepared information to discuss with County Council at Jan. 3 County Council meeting.

2. Various Economic Development Projects:

Participated in virtual meeting with outside counsel, County Attorney, and SCA staff on Dec. 15 to review active projects and schedules.

3. Levy Volunteer Fire Department (LVFD):

Attended meeting with LVFD staff and County staff to discuss current relationship, challenges, and potential options. To be discussed with County Council on Jan. 3.

4. Annual Comprehensive Financial Report (ACFR):

Formerly known as the Comprehensive Annual Financial Report (CAFR). Reviewed financial statements with outside auditing firm and Ms. Burgess on Dec. 16. Final ACFR for Fiscal Year Ended 2021 being prepared for Council's review.

5. Exit 3:

Attended meeting with outside counsel and County Attorney on Dec. 21 re: latest SC Transportation Infrastructure Bank Board (SIB) term sheet.

6. Jasper Ocean Terminal (JOT):

Reviewed emails from Sen. Davis. To be discussed at Jan. 3 County Council meeting.

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

Drop-in for Ms. Patsye Greene on Dec. 15 and Jasper County Chamber of Commerce Christmas Dinner on Dec. 15.