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A VIRTUAL MEETING WILL BE  
CONDUCTED WITH COUNTY COUNCIL  
AND **ELECTRONIC VIRTUAL ACCESS FOR  
THE PUBLIC.**

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To Participate in Public Comment, please email to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) and or mail to Attn: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. To be called for public Comment, please email at the mentioned email address. **\*Public Comments must be submitted by Monday, October 3, 2022, at 1:00PM.\***

To participate in a **Public Hearing**, you may either email to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) or request via email or phone by **1:00PM on Monday, October 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 COUNCIL MEETING

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

October 3, 2022  
AGENDA

**4:30 PM**

## Call to Order by Chairperson

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

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

### I. Executive Session SECTION 30-4-70.

(a) A public body may hold a meeting closed to the public for one or more of the following reasons:

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim - Election Matters; Exit 3; Cypress Ridge Spec Building Number 4; Beaufort-Jasper Housing Trust Fund - Affordable Housing IGA; Stevenson Purchase Proposal Tax Map # 091-00-01-029

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body - Prospect Update; Update on the Bailey Park PDD; Update on the Peninsula Tract Development Agreement; Project Silver Star; Project Ice

**ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS. PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM EXECUTIVE SESSION.**

**6:00 P.M.**

III. Return to Open Session

IV. Pledge of Allegiance

- V. Invocation
- VI. Approval of Agenda
- VII. Approval of the minutes of 06.27.2022:

VIII. Proclamation and Presentations:

Proclamation:

A: **Chief Russell Wells** – Proclamation for Fire Prevention Week

Presentations:

A: **Chief Russell Wells** –Pinning Ceremony for Battalion Chief Blake Jernigan

B: **Chief Russell Wells** – Pinning Ceremony for Lieutenant Allen Perry

- IX. Open Floor to the Public per Ordinance 08-17- Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting’s 6PM start time on the Sign In Sheet on the Podium), to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes.

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

X. Resolutions:

A: **Brantley Strickland** – Resolution #R-2022-22 Authorizing, Under Certain Conditions, the Execution and Delivery By Jasper County, South Carolina Of A Fee In Lieu Of Tax Agreement With **Project Ice** With Respect To An Industrial Project In The County Whereby the Project Would Be Subject To Payment Of Certain Fees In Lieu Of Taxes, and Whereby Project Ice Will Be Provided Certain Credits Against Fee Payments In Reimbursement Of Investment In Related Qualified Infrastructure; and Providing For Related Matters.

B: **Danny Lucas** – Resolution #R-2022-23 Authorizing the County Administrator to Enter Into An Intergovernmental Agreement With Beaufort County, City Of Hardeeville, Town Of Hilton Head Island, Town Of Bluffton, Town Of Port Royal, City Of Beaufort, And The Town Of Yemassee To Jointly Create, Fund, and Operate A Regional Housing Trust Fund,

XI: Ordinances:

A: **Lisa Wagner** – **Public Hearing and 2<sup>nd</sup> reading** of Ordinance #O-2022-27 to amend the Official Zoning Map of Jasper County so as to transfer a property located at 5787 Lowcountry Drive, bearing Jasper County Tax Map Number 083-00-03-057 from the Community Commercial Zone to the General Commercial Zone on the Jasper County Official Zoning Map.

**B: Lisa Wagner** - Consideration of the **1<sup>st</sup> reading** of an ordinance to Amend Article 7:5, *Maximum Building Height*, of the Jasper County Zoning Ordinance, to allow increased building heights in certain areas where there is a public water distribution system and adequate fire-fighting equipment available in such areas, which is capable of fighting a structure fire safely.

**C: David Tedder** – Consideration of the **1<sup>st</sup> reading** of an Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By and Between A Company Known To The County As “**Project Ice**” (The “Company”) and Jasper County, Whereby Jasper County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company and Providing For Payment By The Company Of Certain Fees-In-Lieu Of *Ad Valorem* Taxes; Providing For Special Source Revenue Credits In Connection With Such Agreement; Providing For The Allocation Of Fees-In-Lieu Of Taxes Payable Under The Agreement For The Establishment Of A Multi-County Industrial/Business Park; And Other Matters Relating Thereto.

**D: Kimberly Burgess** – Consideration of the **1<sup>st</sup> reading** of an Ordinance amending the FY22/23 budget to provide for the expenditure not to exceed \$800,000.00 dollars from the Fund Balance for the purpose of renovations to the Jasper County Farmers’ Market.

**E: David Tedder** – **2<sup>nd</sup> reading** of an ordinance for **Project Silverstar** authorizing the sale of TMS 063-30-03-010, approximately 11 acres, to P & S Properties M, LLC and to authorize the Jasper County Administrator to execute such deeds and other documents as may be necessary and appropriate to effect the sale.

**F: David Tedder** – Consideration of **1<sup>st</sup> reading** by **TITLE ONLY** for Authorizing And Approving The Development Of A Jointly Owned And Operated Multi-County Industrial/Business Park In Conjunction With Hampton County (The “Park”), Such Industrial/Business Park To Be Geographically Located In Jasper County (The “County”) And Established Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended (The “Act”); Providing For A Written Park Agreement With Hampton County To Provide For The Expenses And The Distribution Of Fees In Lieu Of Ad Valorem Taxes For The Park; Providing For The Establishment And/Or Expansion Of Certain Facilities By **Project Silverstar**, Acting For Itself, One Or More Affiliates, And/Or Other Project Sponsors (Collectively, The “Company”) In The County (The “Project”) To Be Included In The Park; Providing For The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company And The Project; And Other Matters Relating Thereto.

**G: David Tedder** - Consideration of **1<sup>st</sup> reading** by **TITLE ONLY** for Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement To Provide For Infrastructure Credits To **Project Silverstar**; And Other Related Matters.

**H: David Tedder** – **3<sup>rd</sup> reading** of Ordinance **#0-2022-18** to amend Chapter 27 of the County Code of Ordinances (Fees) to Authorize and Set Fees and Costs for the Coroner’s Office and Matters Related Thereto. **(There was no second to the motion on 07.18.2022)**

**XII. New Business:**

**A: [Sebrena Graham](#) – As requested by the Lowcountry Council of Governments a Ratification by Council to an Amendment to Creation Agreement -Article II Membership and Representation.**

**B: [Wanda Simmons](#) – Request to amend the Jasper County Council Meeting Schedule for 2022.**

**C: [Andrew Fulghum](#) – Presentation of a proposal from Envisio Solutions Inc.– strategy execution, performance management and reporting software.**

**XIII. Old Business: None**

**XIV. Council Members Comments**

**XV. Administrator’s Report**

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

**XVII. Adjourn:**

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

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

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

# AGENDA ITEM:

## VII

*Approval of the Minutes*



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

**COUNCIL MEETING**

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

**June 27, 2022**  
**MINUTES**

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

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

**Also Present:**

Chairwoman Clark called the meeting to order at 5:02PM. Chairwoman Clark asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Ms. Simmons, Clerk to Council read the Clerk's Report of Compliance with the Freedom of Information Act as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

There were no workshop items or topics for this meeting.

The information below was read for the executive session.

**Motion to go into executive session with the addition of adding personnel under paragraph**

**(a) subsection item (1):** Councilman Sauls

**Second:** Adkins

**Vote:** Unanimous

The motion passed.

**Executive Session SECTION 30-4-70.**

**(a) A public body may hold a meeting closed to the public for one or more of the following reasons:**

**(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body - Personnel**

**(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client**

**privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim - Election Matters; MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement; Jane Doe vs Jasper County and the Sheriff's Department; Marsh Cove Fire Station; Consideration of conflict waiver with Burr Forman -HCP Partners, LLC**

**(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body - Prospect Update; Chelsea South; CSP Development; Bailey Park PDD; Frampton Tract Development Agreement; Stevenson Purchase Proposal**

**ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS. PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM EXECUTIVE SESSION.**

**Return to Open Session:**

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

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**Motions from Executive Session:**

**Motion to authorize the County Administrator to renew and cancel retirement plans as necessary to transition from ICMA RC to Mission Square Retirement as discussed in**

**Executive Session:** Councilman Sauls

**Second:** Chairwoman Clark

**Vote:** Unanimous

The motion passed.

**Motion to authorize the County Administrator to execute the conflict waiver with the law firm of Burr Forman as discussed in Executive Session:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** All votes were yes except Councilman Kemp who abstained.

The motion passed.

The Pledge of Allegiance was led by Councilman Sauls and the invocation was given by Councilman Adkins.

**Approval of Agenda:**

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins



**Vote:** Unanimous  
The motion passed.

**Approval of the minutes of 05.02.2022:**

**Motion to approve with the minutes amended to include exhibit B:** Councilman Sauls  
**Second:** Vice Chairman Dr. Brantley

**Vote:** Unanimous  
The motion passed.

**Presentation:**

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

Coroner Aiken was invited to attend the meeting in order to be presented with a Van from Council for the Coroner’s Office. Chairwoman Clark said he had expressed concern about needing a reliable vehicle to do his job. She noted that there is now a brand-new van sitting outside and Council planned to present the keys to him tonight. She noted that they would leave the keys to the van for the Coroner’s Office with Mr. Fulghum for delivery to the Coroner’s Office.

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

Chief Magistrate Catherine Badgett was present to address this request. She introduced Judge Lee who is the Associate Chief Magistrate. She gave a brief overview of their office. She noted that most people recognize them as traffic court but mentioned that they have jurisdiction over criminal cases as well. She discussed the purpose of providing this information to the Council was to disseminate the information regarding what their office does; to provide information on the limited office and court space; that there are more Magistrates without office space; and she discussed the concern for courtroom security and the security at the Adams Street office. Councilman Brantley asked how many assistants they have and Chief Magistrate Badgett stated that Judge Lee on Adams Street has 4 clerks and then there is Judge Edwards on Bond Street and 2 new judges there they are 6 total judges. Councilman Sauls thanked the Magistrates for the jobs that they do. He noted that Council is concerned for the security of the public, the magistrates and the clerks.

Coroner Aiken appeared in the Council Chambers and Chairwoman Clark called him up. Chairwoman Clark said he had expressed concern about needing a reliable vehicle to do his job and noted that they wanted to present him with the brand new van for the Coroner’s Office and asked Mr. Fulghum to give him the keys. Coroner Aiken asked that Mr. Fulghum hold the keys and noted that the vehicle had been purchased without the Council contacting him and. He noted that this was purchased without his consent and they did not know what he needed.

**Open Floor to the Public per Ordinance 08-17– Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting’s 6PM start time on the Sign In Sheet on the Podium), to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes.** There were no public comments at this time on matters pertaining to County Services or Operations.

**X. Resolutions:**

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

Chief Wells was present to address and review this item with Council. Chief Wells stated that this was a 2 year extension of the fire coverage contract to cover 06.22.2022 and ending on 06.30.2024 they are asking for the administrator to be able to execute the agreement. Councilman Sauls asked if the Town of Ridgeland was in agreement and Chief Wells said they were.

**Motion to approve the IGA with the Town of Ridgeland: Councilman Sauls**

**Second: Councilman Adkins**

**Vote: Unanimous**

The motion passed.

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

Chief Wells was present to address and review this item with Council. He reviewed the resolution's information with Council.

**Motion to approve: Councilman Sauls**

**Second: Councilman Adkins**

**Vote: Unanimous**

The motion passed.

**XI: Ordinances:**

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

Mr. Tedder was present to address and review this item with Council. Mr. Tedder stated that there had been two readings and a public hearing on this item. He noted that this was a 265 residential rental unit complex. He noted that the traffic study had been completed and that there were no changes between the second and third readings.

**Motion to approve: Councilman**

**Second: Councilman**

**Vote: Unanimous**

The motion passed.

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

M – 06.27.2022

**Agreement Act and authorizing the Chairman of Jasper County Council to execute said Development Agreement.**

Mr. Tedder was present to address and review this item with Council. The public hearing was opened at 6:55 PM but there was no public input so the public hearing closed at 6:55 PM.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

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

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

This item was for public hearing only. The public hearing opened at 7:16pm and closed at 8:05pm. The following parties spoke for their concerns of the item and against the project:

Walter Morgan

William Young

Grant McClure

Russell Fredericks

Ann Orey

Sissy Adams

Connie Orey Horton

Milton Woods

Jacqueline Cannon

Janet Orey Shawnhoff

Smitty Cooler

Mr. Cook

The following parties said they were only here to listen about this project:

Maria Hernandez

Attorney Nicole Scott said that there had been 5 public hearings with 2 public hearings on the PDD and 3 public hearings on the DA. She noted that they would like to address these comments at Council's preference. She said they would like to schedule a workshop to discuss traffic and environmental issues with Council.

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

Mr. Tedder was present to address and review this item with Council. Mr. Tedder said that there had been public hearings in July and August. He noted that staff recommends the DA because it offers the County a better control. He noted this is based on our Industrial Development Agreement on a 5-year term. He mentioned that the traffic study will be forthcoming and that the DA provides for an updated traffic analysis.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** All votes were yes except Councilman Kemp who voted no.

The motion passed.

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

Mr. Tedder was present to address and review this item with Council. Mr. Tedder said that this relates to the previous two properties that we spoke of. He discussed the Special Source Revenue Credits. He noted that they had consulted with the SCA on the ordinance before the first reading. Councilman Kemp said it says 1 or more locations. Mr. Tedder said that it was more than one project.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

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

Mr. Tedder was present to address and review this item with Council. Mr. Tedder said this was to approve the DA for its 2<sup>nd</sup> five-year renewal.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** All votes were yes except Councilman Kemp who voted no.

The motion passed.

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

Mr. Tedder was present to address and review this item with Council. Mr. Tedder said at the previous meeting the first reading was held and no changes had been made to the document from the first reading to the second reading. He noted that staff recommended the adoption of the fee schedule

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

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

Mr. Tedder was present to address and review this item with Council. Mr. Tedder noted that this ordinance mimics the state ordinance.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**I: Kimberly Burgess - 3<sup>rd</sup> reading of Ordinance #O-2022-17 To provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1<sup>st</sup>, 2022 and ending June 30<sup>th</sup> 2023 and to make appropriations for said purposes; to adopt and approve the Jasper County capital and operations budget for fiscal year 2022-2023, to adopt and approve the Jasper County School District capital and operations budget for fiscal year 2022-2023; to provide for the levy of taxation for fiscal year 2022-2023; to limit the disbursements by the county treasurer to those appropriated by law; to provide that expenditures not exceed appropriations; to authorize tax anticipation notes; to make authorization of certain transfers; to provide for additional appropriations and borrowing; to codify Jasper County rates and fees; to provide for lapsing funds and continuing appropriations for subsequent years; to require certain agencies and departments to file accountings; to require the treasurer to sign general fund checks; to provide special rules for travel and training disbursements; to provide for travel reimbursements; to provide compliance with act no. 317 of 1990; to provide certain benefits to council members; to provide for county commission and committee**

**stipends; to provide for jury mileage; to adopt property values; and to provide for effective date of this ordinance.**

Ms. Burgess was present to address and review this item with Council.

**Motion to approve:** Councilman Adkins

**Second:** Councilman Sauls

**Vote: As follows:**

3 yes votes – Councilman Sauls, Councilman Adkins and Chairwoman Clark

2 no votes – Vice Chairman Dr. Brantley and Councilman Kemp

The motion passed.

**New Business:**

**A: [Kimberly Burgess](#) – Presentation of proposals of Construction Management at Risk Services.**

Ms. Burgess was present to address and review this item with Council. She noted that the Committee selected MB Kahn. She asked the County Council to accept and allow Mr. Fulghum to execute the necessary paperwork.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**B. [Kimberly Burgess](#) – Approval of quotes for Cypress Ridge Signs totaling \$61,303.72.**

Ms. Burgess was present to address and review this item with Council. She noted that staff recommends accepting the quotes and allowing Mr. Fulghum to enter into the agreement.

**Motion to approve:** Councilman Adkins

**Second:** Councilman Sauls

**Vote:** Unanimous

The motion passed.

**C: [Chief Russell Wells](#) – Change Order Number 7 to the Marsh Cove Fire Station.**

Chief Wells was present to address this item and review it with Council. Mr. Tedder also discussed some information relating to this matter.

**Motion to approve change order # 7, conditioned upon the architect approving the change order in writing, including the pricing and request for additional completion days; and reserving any rights or claims for damages under the contract, including claims for delays in completing the project, quality issues or otherwise:** Councilman Adkins

M – 06.27.2022

**Second:** Vice Chairman Dr. Brantley

**Vote:** Unanimous

The motion passed.

**Old Business:** There was no Old Business items for this meeting.

**Council Members Comments:**

**Councilman Sauls:**

Councilman Sauls asked everyone to keep the Spisso family in their prayers. He noted that the visitation was at Sauls Funeral Home. He also congratulated Dale Terry on his retirement and years of service to the County. He also noted he had done a ride thru with the Chairman of the SC DOT relating to the infrastructure of the roads.

**Councilman Kemp:**

Councilman Kemp asked everyone to remember the Spisso family.

**Councilman Adkins:**

Councilman Adkins

**Vice Chairman Dr. Brantley:**

Vice Chairman Dr. Brantley noted that as of the last meeting he had attended the fish and grits celebration of retiree Dale Terry and wished him health and enjoyment.

**Chairwoman Clark:**

Chairwoman Clark offered her condolences and prayers to the Spisso family.

**Administrator's Report:**

Mr. Fulghum noted that he had placed his report in the agenda e-packet for Council and was available for any questions.

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

**Adjourn:**

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

The meeting adjourned at 8:45PM.

# AGENDA ITEM:

## VIII

Presentations and Proclamations



# AGENDA ITEM:

## IX

### Proclamation A

***Proclamation  
of  
Fire Safety Week 2022***

- Whereas:*** Jasper County is committed to ensuring the safety and security for all who live, work, and visit our great county: and
- Whereas:*** Fire departments responded to over 355,000 home fires across the United States every year, resulting in more than 1540 deaths in 2022 so far according to the National Fire Protection Association: and
- Whereas:*** 4 out of 5 deaths occur at home each year and the fire death rate per 1000 home fires has grown 10% every year since 1980: and
- Whereas:*** Jasper County residents shall identify places in their homes where fires can start and eliminate those hazards, and install smoke alarms, which has proven to save lives: and
- Whereas:*** Jasper County's Firefighters are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education: and
- Whereas:*** Jasper County residents must be responsive to public education measures and are able to take action to increase their safety from fire especially in their homes: and
- Whereas:*** If we install smoke alarms in the proper location, create fire drill plans and prepare for emergencies, install residential fire sprinklers, and if you see a problem, you must take action; can save lives. Fires can happen anywhere, the 2022 fire safety prevention week theme, effectively reminds us that we need to take personal steps to increase our safety from fire: now
- Therefore:*** I, Barbara B. Clark, Chairperson of the Jasper County Council do hereby proclaim the week of October 9<sup>th</sup> to October 15<sup>th</sup> 2022 as Fire Prevention Week in Jasper County and urge everyone to be aware of their surroundings, look for available ways out of their home in the event of a fire or other emergency, respond to smoke alarm sounds by exiting immediately and to support our fire chief, fire marshal and our firefighters by placing smoke alarms in the right locations in your home, practice and plan a fire escape drill and if you see something, say something.

***In witness therefore, I have hereunto set my hand and caused the Seal of Jasper County to be affixed this day, 3<sup>rd</sup> day of October in the year 2022.***

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Barbara B. Clark, Chairwoman  
Jasper County Council

ATTEST:

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(SEAL)

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Wanda Simmons, Clerk to Council

# AGENDA ITEM:

## VIII

### Presentation Item A

**Pinning Ceremony for Battalion Chief Blake Jernigan**

# AGENDA ITEM:

## VIII

### Presentation Item B

**Pinning Ceremony for Lieutenant Allen Perry**

# AGENDA ITEM:

## IX

### Public Comments

# AGENDA ITEM:

## X

Resolution: Item A

## RESOLUTION NO. R-2022-22

A RESOLUTION AUTHORIZING, UNDER CERTAIN CONDITIONS, THE EXECUTION AND DELIVERY BY JASPER COUNTY, SOUTH CAROLINA OF A FEE IN LIEU OF TAX AGREEMENT WITH PROJECT ICE WITH RESPECT TO AN INDUSTRIAL PROJECT IN THE COUNTY WHEREBY THE PROJECT WOULD BE SUBJECT TO PAYMENT OF CERTAIN FEES IN LIEU OF TAXES, AND WHEREBY PROJECT ICE WILL BE PROVIDED CERTAIN CREDITS AGAINST FEE PAYMENTS IN REIMBURSEMENT OF INVESTMENT IN RELATED QUALIFIED INFRASTRUCTURE; AND PROVIDING FOR RELATED MATTERS.

**WHEREAS**, Jasper County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered, under and pursuant to the provisions of Title 12, Chapter 44 (the "FILOT Act"), Title 4, Chapter 1 (the "Multi-County Park Act"), Code of Laws of South Carolina 1976, as amended (the "Code"), to enter into agreements with industry, to offer certain privileges, benefits and incentives as inducements for economic development within the County; to acquire, or cause to be acquired, properties as may be defined as "projects" in the Act and to enter agreements with the business or industry to facilitate the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; and to accept any grants for such projects through which powers the industrial and business development of the State will be promoted, whereby the industry would pay fees-in-lieu-of taxes with respect to qualified industrial projects; to provide credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure serving the County or the project, including improved or unimproved real estate and personal property, including machinery and equipment, used in the manufacturing or industrial enterprise (collectively, "Infrastructure"); through all such powers, the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, a company known to the County as Project Ice (the "Company") has requested that the County assist in the acquisition, construction and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings and other real and/or tangible personal property to constitute a manufacturing or distribution facility in the County (collectively, the "Project"), which will result in expected aggregate investment by the Company in the Project of at least seventy-five million dollars (\$75,000,000) in non-exempt investment (the "Project Commitment") by December 31 of the fifth year after the first year in which any portion of the Project is first placed in service (the "Investment Period"); and

**WHEREAS**, the Company has requested that the County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and infrastructure credit incentives with respect to the Project; and

**WHEREAS**, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" and "economic development property" as such terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act; and

**WHEREAS**, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution (collectively, the "Multi-County Park

Authority”), the County intends to place the site on which the Project will be located in a multi-county industrial and business park (a “Park”) established by the County pursuant to a qualifying agreement with Hampton County (the “Park Agreement”); and

**WHEREAS**, the County has determined and found, on the basis of representations of the Company, that the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; that the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; that the purposes to be accomplished by the Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; that the inducement of the location of the Project within the County and State is of paramount importance; and that the benefits of the Project will be greater than the costs.

**NOW, THEREFORE, BE IT RESOLVED**, by the County Council as follows:

Section 1. (a) Pursuant to the authority given to County Council by the South Carolina Constitution, the Code, the FILOT Act and the Multi-County Park Act, and subject to the enactment of required legislative authorizations by the County Council (and the partner county in connection with the Park Agreement), and for the purpose of providing development incentives for the Project through the payment by the Company of fees in lieu of taxes with respect to the Project pursuant to Section 12-44-40 of the Act, there is hereby authorized to be executed a fee in lieu of tax agreement (the “FILOT Agreement”) between the Company and the County.

(b) Pursuant to the Multi-County Park Act, the County Council will use its best efforts to cause the site of the Project to be located in a Park. Pursuant to Section 4-1-175 of the Multi-County Park Act, and for the purpose of providing reimbursement to the Company for certain of its investment in qualified Infrastructure within the meaning and purposes of Section 4-29-68 of the Code, the FILOT Agreement shall provide for a special source tax credit against payments in lieu of taxes in the amount of 75% for Years 1-2, 50% for Year 3, and 45% for Years 4-30 of the Company’s payments in lieu of taxes for each year of the Project, provided that the Company meets and maintains the Project Commitment by and through the end of the Investment Period.

Section 2. The provisions, terms and conditions of the FILOT Agreement shall be prescribed and authorized by subsequent ordinance(s) of the County Council, which, to the extent not prohibited by law, shall be consistent with the terms of this Resolution.

Section 3. All orders, resolutions and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This resolution shall take effect and be in full force from and after its passage by the County Council.

Section 4. The authorization of the execution and delivery of the documents related to the FILOT Agreement and all other related documents or obligations of the County is subject to the compliance by the County Council with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. It is the intention of the County Council that this resolution shall constitute an inducement resolution with respect to the Project, within the meaning of the FILOT Act.



DONE in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_, 2022.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Barbara B. Clark  
Chair of County Council  
Jasper County, South Carolina

ATTEST:

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

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

# AGENDA ITEM:

X

Resolution: Item B

RESOLUTION # R-2022-23

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT COUNTY, CITY OF HARDEEVILLE, TOWN OF HILTON HEAD ISLAND, TOWN OF BLUFFTON, TOWN OF PORT ROYAL, CITY OF BEAUFORT, AND THE TOWN OF YEMASSEE TO JOINTLY CREATE, FUND, AND OPERATE A REGIONAL HOUSING TRUST FUND**

**WHEREAS**, Jasper County (the "County"), Beaufort County, the City of Hardeeville, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the City of Port Royal, and the Town of Yemassee belong to a regional association that seeks to identify problems and opportunities that face the entire southern low country as identified by each member jurisdiction known collectively as the Southern Lowcountry Regional Board ("SoLoCo"); and,

**WHEREAS**, SoLoCo desires to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of the City of Beaufort, Town of Port Royal and Town of Yemassee (collectively referred to as the "Parties") to also participate in a Regional Housing Trust Fund ("RHTF"); and,

**WHEREAS**, the Parties recognize that affordable housing is a serious public health and safety concern in the low country, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and,

**WHEREAS**, private enterprise and investment have not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent.

**WHEREAS**, the Parties commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo thereafter, and,

**WHEREAS**, the Asakura Robinson report recommended the establishment of a non-profit 501(c)3 Regional Housing Trust Fund in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, *inter alia*, allows for the establishment of RHTFs among local governments; and,

**WHEREAS**, the purpose of this intergovernmental agreement (hereinafter "Agreement") is to authorize the Parties to jointly create, fund, and operate a RHTF and an oversight board to improve affordable housing; and,

**WHEREAS**, an Intergovernmental Agreement Regarding Affordable Housing has been drafted for the purposes set forth above and is attached to this Resolution as "Exhibit A" and incorporated herein by reference; and,

**WHEREAS**, the County wishes to contribute \$175,240 which is the amount equal to three (3%) of the American Rescue Fund Act funds; and,

**WHEREAS**, funding contributions in succeeding years will be in proportion to the population of the participating jurisdictions as outlined within the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Jasper County Council that the County Administrator is authorized to inter into an intergovernmental agreement substantially similar to Exhibit A attached hereto and incorporated herein by reference with Beaufort County, City of Hardeeville, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the City of Port Royal, and the Town of Yemassee to contribute funding for the Regional Housing Trust Fund.

JASPER COUNTY, SOUTH CAROLINA

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Barbara B. Clark, Chairwoman

ATTEST:

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Wanda Simmons, Clerk to Council

Approved as to form

---

David Tedder, County Attorney

**EXHIBIT A**

STATE OF SOUTH CAROLINA	)	
	)	INTERGOVERNMENTAL AGREEMENT
COUNTY OF JASPER	)	REGARDING AFFORDABLE HOUSING
COUNTY OF BEAUFORT	)	

THIS INTERGOVERNMENTAL AGREEMENT is entered into with an effective date of \_\_\_\_\_, 2022 by and among Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the Town of Port Royal, the City of Hardeeville and the Town of Yemassee (collectively referred to as "the Parties").

WHEREAS, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and City of Hardeeville belong to a regional association that seeks to identify problems and opportunities that face the entire southern low country as identified by each member jurisdiction known collectively as the Southern Lowcountry Regional Board ("SoLoCo"); and

WHEREAS, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and the City of Hardeeville, known collectively as the Southern Lowcountry Regional Board ("SoLoCo"), desired to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of City of Beaufort, Town of Port Royal and Town of Yemassee to also participate in the initiative; and

WHEREAS, the Parties recognize that decent, affordable housing is important in that it fulfills a basic human need for shelter, contributes to the well-being of families, provides stability which may lessen the catalysts of physical illness and mental illness and stress, and is a critical component of the economic vitality of the region to attract and retain employees in the local workforce; and

WHEREAS, private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent; and

WHEREAS, the Parties commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo; and

WHEREAS, the Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund ("RHTF") in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, inter alia, allows for the establishment of Regional Housing Trust Funds among local governments; and

WHEREAS, the purpose of this intergovernmental agreement (hereinafter "Agreement") is to authorize the parties to jointly create, fund, and operate a regional housing trust fund and an Oversight board to improve affordable housing;

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants set forth below, the Parties hereto hereby agree as follows:

**Section 1 Definitions.**

For purposes of this Agreement:

- a. "Affordable housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed one hundred percent (100%) of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD). Projects serving households with income at or below 60% of the Annual Median Income will receive priority consideration.
- b. "Regional housing trust fund" (RHTF) means a multi-jurisdictional government fund separate from the general fund and established jointly by the governing authorities of one or more municipalities or county governments with one or more dedicated sources of public revenue and authorized expenditures as provided in this chapter.
- c. "Special needs housing" means housing or shelter provided by private or public entities including privately operated elderly housing, nursing homes, community residential care facilities, and other special needs population housing facilities regardless of purpose or type of facility.

**Section 2 Priorities.**

The priorities identified in the Asakura Robinson study of August 2021 are hereby adopted as follows:

- a. Providing accessible, affordable housing to the region to support the workforce in the service economy, as well as others with high housing cost burdens.
- b. Overcoming barriers to affordable development, such as financial gaps and land availability.
- c. Ensuring a regional approach for affordable housing that addresses the needs of each jurisdiction, while meeting important strategic goals for housing location.
- d. Understanding the tools and resources available to Housing Trust Funds through various state and federal laws and regulations.
- e. Identifying a stable and reliable dedicated revenue source.

**Section 3 Funding.**

- a. SC Code Section 31-22-30, as amended, provides that "a local government, including a municipality or county, may jointly form a regional housing trust fund by ordinance. A regional housing trust fund created under this chapter is subject to the same requirement and has the same power as a local housing trust fund created by an individual local government".
- b. The Parties agree the RHTF established by this Agreement shall be funded for a period of ten (10) years with annual contributions by the Parties apportioned based on annual census population numbers. See Attachment A for Year 1 apportionment. Apportionment for Years 2-9 shall be

updated annually after the population census numbers are released and documented via written amendment to this Agreement to be signed by all the Parties.

- c. Funding shall be committed via the Parties' budgeting authority. Sources of these funds include, but are not limited to, one or more of the following:
- i. donations;
  - ii. bond proceeds; and
  - iii. grants and loans from a state, federal, or private source.
  - iv. any other public funds which may be lawfully used to support Affordable Housing.
- d. Alternate sources of funding for the RHTF  
The Parties may alter a source of funding for the regional housing trust fund by amending the ordinance(s) that establish financing for the regional housing trust fund, but only if sufficient funds exist to cover the projected debts or expenditures authorized by the regional housing trust fund in its budget. State law does not create, grant, or confer a new or additional tax or revenue authority to a local government or political subdivision of the State unless otherwise provided by the law of this State. Each Party will make an initial contribution to the RHTF based on the Chart outlined in Attachment A.
- e. The Parties shall safeguard the fund in the same manner as the general fund or a separate utility fund established for specific purposes. The RHTF may be included in the required financial expense reports or annual audit for each local government.
- f. The Parties may allocate funds to a program that promotes the development or rehabilitation of affordable housing as defined in the state enabling legislation. Regarding the distribution of funds from a regional housing trust fund, preference must be given to a program or project that promotes the development or rehabilitation of affordable housing for an individual or family with an annual income at or below one hundred percent of the median income with priority consideration being given to projects serving those individuals or families with incomes at or below sixty (60) percent of the median income for the local area, adjusted for family size according to current data from HUD, the development or rehabilitation of special needs housing, or the development or rehabilitation of homeless housing.
- g. RHTF funds may be used to match other funds from federal, state, or private resources, including the State Housing Trust Fund. The Parties shall seek additional resources for housing programs and projects to the maximum extent practicable. The Parties shall administer the RHTF through a new or existing nonprofit organization to encourage private charitable donation to the funds. Where a regional housing trust fund receives such a donation, the donation must be used and accounted for in accordance with the purpose as established by the RHTF Oversight Board and in accordance with State statutes.
- h. A regional housing trust fund established, utilized, or funded under this Agreement and enabling ordinances must provide an annual report to the Parties that created the fund and attested to this agreement. Minimum requirements for such said report is outlined in Attachment B. The

regional housing trust fund director must offer to present to each Parties' Council the annual report details and make the report available to the public by posting it on the appropriate website of the member local governments. Any alteration or amendment to such governing documents must conform to the provisions of the enabling legislation

- i. The Parties agree that projects funded by the RHTF will be judged on their merits and that funding and location of those projects will vary from year to year; and

#### **Section 4 Operations.**

- a. Each Party shall appoint one (1) representative to serve a two-year term on the Regional Housing Trust Oversight Board ("the Board") for so long as they remain a financial contributing party. The director of the regional housing trust fund will serve as Ex Officio member of the Board. The ninth appointee would be an at large representative agreed upon by the Parties making the membership a total of nine representatives. Board Members shall represent a diverse field of experts familiar with affordable housing, real estate, and local government housing priorities. No elected officials may serve on the Oversight Board.
- b. Meetings will be held six times per year.
- c. Board responsibilities include:
  - i. Providing feedback on community needs, serving as an advocate for affordable housing and the RHTF, connecting the Administrative Operating Contractor with community resources, and acting as a direct liaison between the RHTF and the local government entity.
  - ii. Drafting and adopting bylaws for the operation of the Board within six (6) months of the creation of the RHTF; By-laws shall address how a member Party may terminate their participation and funding, including how that termination will or could impact RHTF projects in their jurisdiction, and the methodology for complete dissolution of the RHTF if a voting majority of the Parties agree; By-laws shall address how a quorum is established, a meeting and reporting schedule, and any other requirements as defined by State statute
  - iii. Make decisions on how the RHTF will operate to include whether to establish a 501(c)3, hire employees, contract with a Certified Development Financial Institution (CDFI), or other method agreed upon by a majority of the Board, manage the operations of the RHTF to include hiring, firing, potential contracts, and other items that require approval as outlined in adopted bylaws.
  - iv. Allocating other permissible funds to projects including, but not limited to, impact fee waivers, water and sewer impact fees,
  - v. Develop an annual budget with projected revenues and expenditures.
  - vi. Define types of projects eligible for funding.



**Section 5 Term and Termination.**

The term of this Agreement shall be ten (10) years from the date of full execution by the Parties which shall be understood to be the date first set forth above. This Agreement may be renewed for another ten (10) year term as agreed to in writing by the Parties. Termination of the Agreement in whole may only occur via dissolution of the RHTF.

**Section 6 Fiscal Agent.**

Beaufort County will contract with Community Works to serve as the fiscal agent and will manage the financial relationship with the Parties, Community Works and the Board. Beaufort County will provide financial reports on a quarterly basis to the Parties.

**Section 7 Notices.**

All notices required or permitted under this Agreement shall be in writing. All notices and payments shall be sent to the official main address of the member parties or to such other address as may from time to time be designated by written notice or via email with confirmation of email delivery receipt. Notices shall be deemed delivered when five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party or upon confirmation of email delivery receipt.

**Section 8 Governing Law and Severability Clause.**

This Agreement is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the Parties that may arise pursuant to this Agreement shall be brought and fully litigated in a court of competent jurisdiction located in Beaufort County, South Carolina. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The stricken provision of this Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

**Section 9 Assignment.**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, this provision shall not be construed to permit or allow assignments not otherwise allowed under this Agreement.

**Section 10 Miscellaneous.**

This IGA expresses the complete agreement and understanding of the undersigned parties, and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and then extinguished. The captions and headings used in this IGA are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this IGA. As used in this IGA, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This IGA may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

**Section 11 Authorization and Execution.**

This AGREEMENT is signed by the authorized representatives of the Parties set forth below, and is effective as of the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as set forth below.

BEAUFORT COUNTY: \_\_\_\_\_ date: \_\_\_\_\_

JASPER COUNTY: \_\_\_\_\_ date: \_\_\_\_\_

THE TOWN OF HILTON HEAD ISLAND: \_\_\_\_\_ date: \_\_\_\_\_

THE CITY OF BEAUFORT: \_\_\_\_\_ date: \_\_\_\_\_

THE TOWN OF BLUFFTON: \_\_\_\_\_ date: \_\_\_\_\_

THE TOWN OF PORT ROYAL: \_\_\_\_\_ date: \_\_\_\_\_

THE CITY OF HARDEEVILLE: \_\_\_\_\_ date: \_\_\_\_\_

THE TOWN OF YEMASSEE: \_\_\_\_\_ date: \_\_\_\_\_

**Attachment A**

	HILTON			CITY				
YEAR	JASPER COUNTY	BEAUFORT COUNTY	HILTON HEAD ISLAND	BLUFFTON	PORT ROYAL	OF BEAUFORT	HARDEVILLE	YEMASSEE
SUM								
Y1*	\$175,240	\$1,119,523	\$156,815	\$59,474	\$197,669	\$200,671	\$108,699	\$16,967
<b>*Year 1 = 3% of American Rescue Plan funds</b>								
Y2	\$57,117	\$228,605	\$86,559	\$63,702	\$32,683	\$31,274	\$12,579	\$2,482
Y3	\$58,864	\$235,596	\$89,206	\$65,650	\$33,682	\$32,230	\$12,964	\$2,558
Y4	\$60,629	\$242,664	\$91,882	\$67,619	\$34,693	\$33,197	\$13,353	\$2,635
Y5	\$62,448	\$249,944	\$94,639	\$69,648	\$35,734	\$34,193	\$13,753	\$2,714
Y6	\$64,322	\$257,442	\$97,478	\$71,737	\$36,806	\$35,219	\$14,166	\$2,795
Y7	\$66,251	\$265,165	\$100,402	\$73,889	\$37,910	\$36,275	\$14,591	\$2,879
Y8	\$68,239	\$273,120	\$103,414	\$76,106	\$39,047	\$37,364	\$15,028	\$2,966
Y9	\$70,286	\$281,314	\$106,517	\$78,389	\$40,218	\$38,485	\$15,479	\$3,055
Y10	\$72,395	\$289,753	\$109,712	\$80,741	\$41,425	\$39,639	\$15,944	\$3,146
SUM	\$755,791	\$3,443,126	\$1,036,624	\$706,955	\$529,867	\$518,547	\$236,556	\$42,197

## Attachment B

### Reporting Requirements

The annual report will be provided to RHTF Oversight Board by the Operating Administrator and/or staff responsible for managing and administering the Fund as outlined in a separate operating agreement between the two parties. The annual report must include, at a minimum, the following metrics:

- 1) **Impact Data:** the project names and location funded in each participating jurisdiction, the amount of funding provided per project, the number and type of dwelling units built/or preserved in each funded project along with an affordability percentage breakdown, and demographic data where available.
- 2) **Financial Data:** the accounting of revenues and expenditures of the fund, additional funding raised to support the RHTF including additional project capital and operating investments, project leveraging amounts and other in kind or financial support provided to support the purpose of the fund.
- 3) **Where feasible and available, success stories and project highlights, including pictures and testimonials.**

# AGENDA ITEM:

## XI-A

*Ordinance item A*



## Jasper County Planning and Building Services

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

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

### Jasper County Council Staff Report

<b>Meeting Date:</b>	October 3, 2022
<b>Project:</b>	Zoning Map Amendment – General Commercial
<b>Applicant:</b>	Richard Ori
<b>Tax Map Number:</b>	083-00-03-057
<b>Submitted For:</b>	Public Hearing and 2 <sup>nd</sup> Reading
<b>Recommendation:</b>	Planning Commission Recommends Denial of General Commercial

**Description:** The subject property consists of 4.08 acres and is located at 5787 Lowcountry Drive. The Applicant has requested a Zoning Map Amendment to have the properties designated as General Commercial. The subject property is currently zoned Community Commercial and is undeveloped. The applicant would like to have the property re-zoned to General Commercial to allow a business and to rent out some flex space. The applicant believes General Commercial is a better fit for the area.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation,” which seeks to protect and promote the character of Jasper County that largely exists today outside of the municipalities. Most development, particularly commercial development, should be guided to the hamlets.
- **Adjacent Zoning:** The adjacent parcels are zoned Mixed Business and Community Commercial with Industrial, Residential, Rural Preservation and General Commercial nearby.
- **Adjacent Land Use:** Adjacent land uses are Commercial and vacant property.

- **Traffic and Access:** The subject property is accessed by Lowcountry Drive (Highway 462), which is a two lane state maintained highway unnamed, county maintained dirt road.

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

**Attachments:**

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

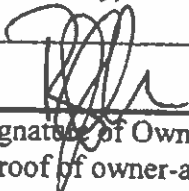


## Jasper County Planning and Building Services

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

### Zoning Map Amendment Application

<b>Owner or Owner-Authorized Applicant:</b>	RICHARD ORI
<b>Address:</b>	5787 LOWCOUNTRY DRIVE, RIDGELAND SC 29936 (NK MAIL) 312 FLOTWATER DR. BUFFTON SC 29910 (HOME)
<b>Telephone/Fax:</b>	310 350 6300
<b>Email:</b>	HOTPRODUCTS @ SPIRITUALQUEST.COM
<b>Property Address or Physical Location:</b>	5787 LOWCOUNTRY DRIVE, RIDGELAND SC 29936
<b>Tax Map Number(s):</b>	083 - 00 - 03 - 057 LOT C
<b>Gross Acreage:</b>	177,725 sqft / 4.08 AC
<b>Current Zoning:</b>	COMM COMMERCIAL
<b>Proposed Zoning:</b>	GENERAL COMMERCIAL
<b>Administrative Fee: (\$250 per lot)</b>	
<b>Date Mailed or Hand Delivered:</b>	
<b>Reason for Request: (attach narrative if necessary)</b>	OWNER'S BUSINESS MAY REQUIRE ZONING CHANGE. ADDITIONALLY, OUR EXPECTATION IS THAT THE EXPANDED ALLOWED USES WILL BE BETTER FOR THE COMMUNITY IN THAT EXCESS WAREHOUSE COULD BE RENTED TO A BROADER AUDIENCE.

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

7-1-22  
 Date

#### Internal Use Only

<b>Date Received:</b>	7-5-2022
<b>Amount Received:</b>	\$250.-
<b>Staff Member:</b>	LW



**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE: O-2022 -27**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 5787 Lowcountry Drive, bearing Jasper County Tax Map Number 083-00-03-057 from the Community Commercial Zone to the General Commercial Zone on the Jasper County Official Zoning Map.

**WHEREAS**, the owner of the parcel bearing Jasper County Tax Map Number 083-00-03-057, consisting of approximately 4.08 acres, located at 5787 Lowcountry Drive, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Community Commercial Zone to the General Commercial and the property owner submitted that request to the Jasper County Planning Commission and County Council; and

**WHEREAS**, the Jasper County Planning Commission has reviewed the zoning map amendment request and recommends denial by Council; and

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is not consistent with the continued pattern of growth in the vicinity and is not in harmony with the Jasper County Comprehensive Plan. Good cause having not been shown, approximately 4.08 acres bearing Jasper County Tax Map Number 083-00-03-057, located at 5787 Lowcountry Drive, depicted on the

Jasper County Official Zoning Map in the Community Commercial Zone shall not be transferred to the General Commercial Zone.

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

---

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

**ATTEST:**

---

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

**ORDINANCE: # O-2022-27**

**First Reading: September 6, 2022**

**Second Reading: October 3, 2022**

**Public Hearing: October 3, 2022**

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

---

Considered by the Jasper County Planning Commission at it's meeting on  
August 9, 2022 and recommended for approval.

---

Reviewed for form and draftsmanship by the Jasper County Attorney.

---

**David Tedder**

---

**Date**



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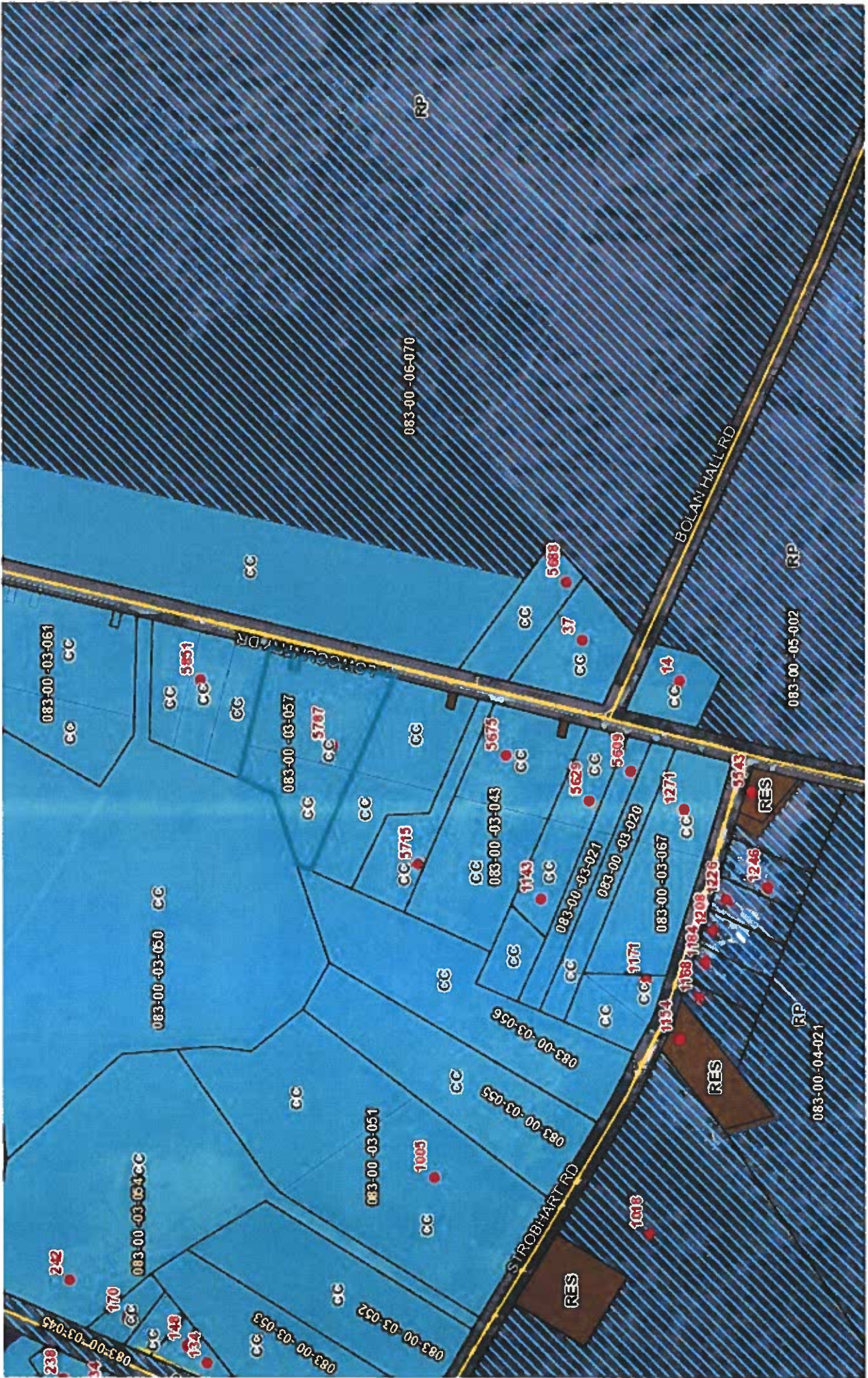
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# AGENDA ITEM:

## XI-B

Ordinance item B



## Jasper County Planning and Building Services

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

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

### Jasper County Council Staff Report

<b>Meeting Date:</b>	October 3, 2022
<b>Project:</b>	Zoning Text Amendment – Article 7:5, <i>Maximum Height</i>
<b>Submitted For:</b>	1 <sup>st</sup> Reading
<b>Recommendation:</b>	Planning Commission recommends approval of Zoning Text Amendment

**Description:** The purpose and intent of this proposed ordinance is to amend Article 7:5 of the Jasper County Zoning Ordinance, *Maximum Height* requirement. Currently, the maximum building height is 35’, measured from the average finished grade elevation at the building line to the mean roof height. Recently, the planning staff has received inquiries and a request for a variance to increase the building height. The proposed ordinance will provide guidelines to allow certain projects to ask for an increase in building height not to exceed 50’ and in all cases, each request would be reviewed by the Fire Chief or their designee to determine if the project site is located in an area where EMS has the ability to adequately fight a structure fire based on public water and firefighting equipment

**Analysis:** The proposed ordinance would amend the Jasper County Zoning Ordinance as follows (new language in red):

***Article 7:5, Maximum Height:***

*Maximum building height in all districts is 35 feet. Height measurement shall be made from the average finished grade elevation at the building line to the mean roof height.*

*The maximum building height may be increased to 50 feet, measured from the average finished grade elevation at the building line to the mean roof height, in areas where there is a public water distribution system and the Fire Chief or their appointed designee, confirms that there is adequate firefighting equipment capable of fighting a structure fire available in such areas to safely accommodate the increased height.*

*Non-Habitable structures such as towers and flagpoles shall not exceed 35 feet in height measured from the average finished grade except where flags are expressly permitted in Article 15, Sign Standards.*

*Chimneys, elevators, poles, spires, tanks, towers, and other projections not used for human occupancy may exceed the district height limit.*

**Planning Commission Recommendation:** The Planning Commission reviewed this ordinance at their September 13, 2022 Meeting and recommends approval of the ordinance as presented.

**Attachments:**

1. Ordinance
2. Article 7:5 of the Jasper County Zoning Ordinance, *Maximum Height*

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

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

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

To Amend Article 7:5, *Maximum Building Height*, of the Jasper County Zoning Ordinance, to allow increased building heights in certain areas where there is a public water distribution system and adequate fire-fighting equipment available in such areas, which is capable of fighting a structure fire safely

**WHEREAS**, the Jasper County Zoning Ordinance provides for the general purposes of guiding development in accordance with existing and future needs and promoting public health, safety, morals, convenience, order, appearance, prosperity, and general welfare; and

**WHEREAS**, Article 7:5 of the Jasper County Zoning Ordinance regulates the maximum building height of all structures within Jasper County; and

**WHEREAS**, Jasper County has received several requests about increasing the maximum building height, where appropriate, to allow for certain types of development, such as, apartments; and

**WHEREAS**, the Jasper County Planning Commission has recommended approval by County Council to allow for increased building heights in areas where there is a public water distribution system and adequate firefighting equipment available in such areas, which is capable of fighting a structure fire; and

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



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

1. Article 7:5, *Maximum Building Height*, of the Jasper County Zoning Ordinance is hereby amended to read as follows:

*Maximum building height in all districts is 35 feet. Height measurement shall be made from the average finished grade elevation at the building line to the mean roof height.*

*The maximum building height may be increased to 50 feet, measured from the average finished grade elevation at the building line to the mean roof height, in areas where there is a public water distribution system and the Fire Chief or their appointed designee, confirms that there is adequate firefighting equipment capable of fighting a structure fire available in such areas to safely accommodate the increased height.*

*Non-Habitable structures such as towers and flagpoles shall not exceed 35 feet in height measured from the average finished grade except where flags are expressly permitted in Article 15, Sign Standards.*

*Chimneys, elevators, poles, spires, tanks, towers, and other projections not used for human occupancy may exceed the district height limit.*

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

---

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

**ATTEST:**

---

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

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

**First Reading:** October 3, 2022

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

**Public hearing:** \_\_\_\_\_

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

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Considered by the Jasper County Planning Commission at its meeting on  
September 13, 2022.

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Reviewed for form and draftsmanship by the Jasper County Attorney.

---

David L. Tedder

Date

# AGENDA ITEM:

## XI-C

Ordinance item C

## ORDINANCE

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN A COMPANY KNOWN TO THE COUNTY AS "PROJECT ICE" (THE "COMPANY") AND JASPER COUNTY, WHEREBY JASPER COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE COMPANY AND PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH SUCH AGREEMENT; PROVIDING FOR THE ALLOCATION OF FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; AND OTHER MATTERS RELATING THERETO.**

**WHEREAS**, Jasper County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "FILOT Act"), to designate real and tangible personal property as "economic development property" and to enter into an arrangement which provides for payments-in-lieu of taxes ("FILOT Payments") for a project qualifying under the FILOT Act; and

**WHEREAS**, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (collectively, the "the MCIP Act") to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their FILOT Payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of Jasper County ("Infrastructure Improvements"); and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to such investors and facilitate the grant of special source or infrastructure improvement credits; and

**WHEREAS**, a company known to the County as Project Ice (referred to herein as the "Company") is considering an industrial development at a site located in the City of Hardeeville ("City") in Jasper County by acquiring and constructing real property and real property improvements (the "Project") which the Company estimates will likely consist of a capital investment of at least seventy-five million dollars (\$75,000,000.00);

**WHEREAS**, the County desires to enter into a Fee Agreement with the Company, as the Company has expressed its intent to the County to make a capital investment in the County (i.e., the Project);

**WHEREAS**, the Project is located entirely within Jasper County and, with the consent of the Partner County (as defined herein) and the City of Hardeeville, will be included in and subject to the multi-county park and fee-in-lieu of tax arrangements as described herein;

**WHEREAS**, the County has made specific proposals, including proposals to offer certain economic development incentives set forth herein, for the purpose of inducing the Company to invest its funds to acquire and equip the Project (the “Incentives”); and

**WHEREAS**, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for qualifying the Project under the FILOT Act and the entire Project under the MCIP Act for the Incentives;

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

Section 1. Evaluation of the Project. The County Council has evaluated the Project on the following criteria based upon the advice and assistance of the South Carolina Department of Revenue:

- (a) whether the purposes to be accomplished by the Project are proper governmental and public purposes;
- (b) the anticipated dollar amount and nature of the investment to be made; and
- (c) the anticipated costs and benefits to the County.

Section 2. Findings by County Council. Based upon information provided by and representations of the Company, County Council’s investigation of the Project, including the criteria described in Section 1 above, and the advice and assistance of the South Carolina Department of Revenue, as required, County Council hereby find that:

- (a) the Project constitutes a “project” as that term is defined in the FILOT Act;
- (b) the Project will serve the purposes of the FILOT Act;
- (c) the Company anticipates an investment of at least seventy-five million dollars (\$75,000,000.00) within five (5) years from the end of the property tax year in which the Company and the County execute the FILOT Agreement (as defined herein);
- (d) the Project will be located entirely within the County;
- (e) the Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise adequately provided locally;
- (f) the Project will not give rise to a pecuniary liability of the County or any municipality nor a charge against its general credit or taxing power of the County or any municipality;
- (g) the purposes to be accomplished by the Project are proper governmental and public purposes;

- (h) the inducement of the location of the Project is of paramount importance; and
- (i) the benefits of the Project to the public are greater than the costs to the public.

Section 3. Fee-in-Lieu of Taxes Arrangement. Pursuant to the authority of the FILOT Act, the Project is hereby designated as “economic development property” under the FILOT Act and there is hereby authorized a fee-in-lieu of taxes arrangement with the Company for a term of thirty (30) years, which will provide FILOT Payments to be made with respect to the Project based upon a 6% assessment ratio and a millage rate which shall be fixed for the full term of the agreement at 0.4570 mills, and including Special Source Revenue Credits in the amount of 75% for Years 1-2, 50% for Year 3, and 45% for Years 4-30 (as defined in the FILOT Agreement), subject to reduction at the County’s discretion based on failure to achieve certain investment thresholds during the investment period, all as more fully set forth in the Fee Agreement by and between the Company and the County (the “FILOT Agreement”).

Section 4. Execution of the Fee Agreement. The form, terms and provisions of the FILOT Agreement presented to this meeting and filed with the Clerk of the County Council be and hereby are approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if such FILOT Agreement were set out in this Ordinance in its entirety. The Chair of the County Council and the Clerk of the County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the FILOT Agreement in the name and on behalf of the County, and thereupon to cause the FILOT Agreement to be delivered to the Company. The FILOT Agreement is to be in substantially the form now before this meeting and hereby approved, or with any changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the County Attorney and the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of all changes therein from the form of FILOT Agreement now before this meeting.

Section 5. Multi-County Park.

- (a) The County, in cooperation with Hampton County (the “Partner County”) and subject to the consent of the City of Hardeeville, which consent has been provided pursuant to that certain Intergovernmental Agreement dated as of November 5, 2021 between Jasper County and the City of Hardeeville, South Carolina (the “2021 IGA”), hereby designates the site of the Project as a multi-county park (the “Park”) pursuant to Article VIII, Section 13 of the Constitution of South Carolina, the MCIP Act, and the terms of that certain Agreement for the Establishment of Multi-County Industrial/Business Park by and between the County and the Partner County and dated as of even date herewith or the date of the Partner County’s approval of said Agreement (the “MCIP Agreement”). In the FILOT Agreement, the County will agree to use its commercially reasonable efforts to maintain such designation throughout the term of the FILOT Agreement.
- (b) Pursuant to the terms of the MCIP Act and the MCIP Agreement, the County hereby provides that throughout the term of the FILOT Agreement, the annual allocation of the fee-in-lieu of ad valorem taxes payable by the Company to the

County in accordance with the terms of the MCIP Agreement, after deducting any amounts distributed to the Partner County, will be distributed as follows:

- a. To the County, for providing the Special Source Revenue Credits, an amount equal to the annual Special Source Revenue Credits provided in Section 3 of this Ordinance and in the FILOT Agreement; and
- b. After making the allocations under paragraph (a) of this Section, Park Revenues (as defined in the MCIP Agreement) derived from the Project shall be distributed in accordance with the MCIP Agreement and allocable to the County as the “Host County” under the MCIP Agreement in accordance with that certain Intergovernmental Agreement dated November 5<sup>th</sup>, 2021, between the County and the City.

Section 6. Miscellaneous.

- (a) The Chair and all other appropriate officials of the County are hereby authorized to execute, deliver and receive any other agreements and documents as may be required by the County in order to carry out, give effect to and consummate the transactions authorized by this Ordinance.
- (b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.
- (c) This Ordinance shall become effective immediately upon approval following its third reading by the County Council.
- (d) The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.
- (e) All ordinances, resolutions and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

*[Signature Page to Follow]*

ENACTED in meeting duly assembled this \_\_\_\_ day of \_\_\_\_\_,  
2022.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

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

ATTEST:

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

First Reading:  
Second Reading:  
Public Hearing:  
Third Reading:

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

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



STATE OF SOUTH CAROLINA	)	
	)	AGREEMENT FOR THE ESTABLISHMENT
COUNTY OF JASPER	)	OF MULTI-COUNTY INDUSTRIAL/
	)	BUSINESS PARK (PROJECT ICE)
COUNTY OF HAMPTON	)	

**THIS AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (PROJECT ICE)** for the establishment of a multi-county industrial/business park to be located within Jasper County and Hampton County is made and entered into as of \_\_\_\_\_, 2022, by and between Jasper County, South Carolina (“Jasper County”) and Hampton County, South Carolina (“Hampton County”).

**RECITALS**

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

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

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

**1. Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Hampton County, their successors and assigns.

**2. Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxing ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the “Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

**3. Location of the Park.**

(A) The Park consists of property that is located in Jasper County and which now or will be owned by project sponsors for the purpose of establishing cold storage and distribution facility, the property being more particularly described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Jasper County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the county council of Jasper County (“Jasper Approval”), and resolution of the county council of Hampton County (“Hampton Approval”). Except as permitted by the Intergovernmental Agreement dated as of November 5, 2021 between Jasper County and the City of Hardeeville, South Carolina (“2021 IGA”) attached hereto as Exhibit B, if any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

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

(C) Prior to any Jasper Approval authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by Jasper County Council. Notice of such public hearing shall be published in a newspaper of general circulation in Jasper County, at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be given by certified mail that is deposited with the U.S. Postal Service at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

**4. Fee in Lieu of Taxes.**

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

(B) The amount of the annual fees in lieu of ad valorem taxes may be reduced if the owner or lessee of property located in the Park (i) has negotiated a fee in-lieu-of taxes arrangement with respect to the property with Jasper County pursuant to the provisions of Sections 12-44-10, et seq., 4-12-30, or 4-29-67 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law, or (ii) receives a special source revenue or infrastructure credit with respect to the property under the provisions of Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law (collectively, (i) and (ii), “Negotiated Fee in Lieu of Tax Agreements”).

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

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

**6. Allocation of Revenues.** Jasper County and Hampton County shall receive an allocation of all revenues generated by the Park through payment of fees in lieu of *ad valorem* taxes (“Park Revenues”) in the following proportions:

- A. Jasper County – 99%
- B. Hampton County – 1%

Any payment from Jasper County to Hampton County of Hampton County’s allocable share of Park Revenues shall be made and accompanied by a statement showing the manner in which total payment and each County’s share were calculated. If any Park Revenues are received by Jasper County through payment by any owner, or any lessee/tenant, or any other taxpayer is made under protest, or otherwise as part of a dispute, then Jasper County is not obligated to pay Hampton County more than Hampton County’s share of the undisputed portion of the Park Revenues until thirty (30) days after the final resolution of the protest or dispute.

**7. Revenue Allocation within Each County.** Park Revenues received shall be distributed to and within the County as follows:

(A) Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed to Jasper County and to Hampton County, as the case may be, according to the proportions established by this Agreement. With respect to revenues allocable to Jasper County by way of fees in lieu of *ad valorem* taxes generated from properties within the Park, such revenue shall be distributed within Jasper County pursuant to the 2021 IGA.

(B) With respect to revenues allocable to Hampton County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Park, such revenue shall be distributed within Hampton County in accordance with a distribution scheme established by the Hampton County Council and, in the absence of any such adopted distribution scheme, on a pro rata basis to the millage levying entities in Hampton County.

**8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry by Jasper County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Park and the terms of such agreements shall be at the sole discretion of Jasper County.

**9. Consent by the City and Other Municipalities.** In accordance with the Act, the City of Hardeeville, by Resolution No. 2021-11-4F and the terms of the 2021 IGA, has consented to the location of the property within the City’s geographical boundaries in the Park as described on Exhibit A as of the effective date of this agreement.

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

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

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

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

**14. Counterpart Execution.** This Agreement may be executed in multiple counterparts.

**15. Additional Parties.** This Agreement may be amended from time to time to add additional counties located in South Carolina, subject to Article VIII, Section 13(D) of the Constitution of South Carolina and Title 4, Chapter 1 of the Code, by ordinance of the county council of Jasper County, and by resolution of the county council of Hampton County; provided, however, that to the extent permitted by law, additional counties may be added as parties hereto with only the enactment of an ordinance of the county council of Jasper County only in the event that such additional county's allocation of Park Revenues hereunder shall be allocated solely out of Jasper County's residual net share of the Park Revenues provided for its use and distribution pursuant to **Section 7** hereof.

**16. Term; Termination.** Except as specifically provided in this **Section 15**, Jasper County and Hampton County agree that this Agreement may not be terminated in its entirety by unilateral action of any party and shall remain in effect for a period equal to the longer of (i) thirty-one (31) years commencing with the effective date of this Agreement or (ii) a period of time of sufficient length to facilitate any special source revenue credits due with respect to Park property. This Agreement may be terminated at any time upon adoption of ordinances by the County Councils of both Jasper County and Hampton County, which ordinances must specifically authorize the termination of this Agreement.

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

*[signatures on following page]*

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

JASPER COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chair, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
County Council Clerk  
Jasper County, South Carolina

HAMPTON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chair, County Council  
Hampton County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
County Council Clerk  
Hampton County, South Carolina

**Exhibit A (Jasper)  
PARK PROPERTY**

Property containing a minimum of 35 acres located on Speedway Blvd in the Town Hardeeville, County of Jasper, County of South Carolina being approximately 35 acres being a portion of that tract of land containing 486.88 acres of property identified as Parcel # 030-00-01-019 below.



**Exhibit B**  
**Intergovernmental Agreement**

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FEE AGREEMENT

by and between

PROJECT ICE

and

JASPER COUNTY, SOUTH CAROLINA

Dated as of [November \_\_], 2022

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## FEE AGREEMENT

This FEE AGREEMENT (this "Agreement") is dated as of [November \_\_], 2022 by and between Project Ice (the "Company"), and Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County").

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the "Act") of the Code of Laws of South Carolina 1976, as amended through the date hereof (the "Code") and Sections 4-1-170, 4-1-172, and 4-1-175 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution (the "Multi-County Park Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the workforce, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project (a "FILOT"); (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors; and (iv) permit investors to claim special source credits against FILOT payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County;

WHEREAS, the Company proposes to purchase and develop the Project (as defined herein) within the County;

WHEREAS, the Company anticipates that the Project will result in an investment of seventy-five million dollars (\$75,000,000.00) in the County;

WHEREAS, as a result of the Company locating certain operations in the County, the Company requested that the County complete the FILOT arrangement by entering into this Agreement with the Company pursuant to the Act, and the Company elects to enter into such FILOT arrangement with the County in an effort to encompass the terms surrounding the Project and allowing the Company to make FILOT Payments pursuant to the Act;

WHEREAS, for the Project, the parties have also determined that the Company is a Sponsor, and that the Project constitutes Economic Development Property, each within the meaning of the Act; and

WHEREAS, for the purposes set forth above, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$1.00 in hand, duly paid by the Company to the County, the

receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I  
DEFINITIONS AND RECAPITULATION

Section 1.01 Statutorily Required Recapitulation.

(a) Pursuant to Section 12-44-55(B) of the Act, the County and the Company agree to waive the recapitulation requirements of Section 12-44-55 of the Act. Subsection (b) of this section is inserted for convenience only and does not constitute a part of this Agreement or a summary compliant with Section 12-44-55 of the Act.

(b) Summary of Agreement:

1. Legal name of each initial party to this Agreement:  
SC Hardeeville Speedway, LLC, a Delaware limited liability company  
Jasper County, South Carolina
2. County, street address, parcel number or other location identifier of the Project and property to be subject to this Agreement:  
See Exhibit A
3. Minimum investment agreed upon: \$75,000,000
4. Length and term of this Agreement: thirty (30) years for each annual increment of investment in the Project during the Investment Period
5. Investment Period: five (5) years.
6. Assessment ratio applicable for each year of this Agreement: 6%
7. Millage rate applicable for each year of this Agreement: 0.4570 mills
8. Schedule showing the amount of the fee and its calculation for each year of this Agreement: Waived by the County and the Company.
9. Schedule showing the amount to be distributed annually to each of the affected taxing entities: Waived by the County and the Company.
10. Statements
  - (a) The Project is to be located in a multi-county industrial or business park;
  - (b) Disposal of property subject to payments-in-lieu-of-taxes is allowed;

- (c) Special Source Revenue Credits will be provided in an amount of 75% for Years 1-2, 50% for Year 3, and 45% for Years 4-30 of FILOT payments for each year of the Term.
  - (d) Payment will not be modified using a net present value calculation; and
  - (e) Replacement property provisions will apply.
11. Any other feature or aspect of this Agreement which may affect the calculation of items (8) and (9) of this summary. None.
  12. Description of the effect upon the schedules required by items (8) and (9) of this summary of any feature covered by items (10) and (11) not reflected in the schedules for items (8) and (9): Waived by the County and the Company.
  13. Which party or parties to this Agreement are responsible for updating any information contained in this summary: The Company.

Section 1.02 Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings, unless the context or use indicates another or different meaning or intent.

“*Act*” or “*Simplified FILOT Act*” shall mean Title 12, Chapter 44 of the Code, as amended through the date hereof.

“*Administration Expense*” shall mean the reasonable and necessary out-of-pocket expenses, including attorneys’ fees, incurred by the County in an amount anticipated to be \$5,000 with respect to: (i) the preparation, review, approval and execution of this Agreement; (ii) the preparation, review, approval and execution of other documents related to this Agreement and any multi-county park documents; and (iii) the fulfillment of its obligations under this Agreement and any multi-county park documents, and in the implementation and administration of the terms and provisions of the documents after the date of execution thereof.

“*Affiliate*” shall mean any individual, corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

“*Agreement*” shall mean this Fee-in-Lieu of Tax Agreement by and among the County and the Company, as originally executed and from time to time supplemented or amended as permitted herein, and dated as of [November], 2022.

“*Co-Investor*” shall mean the Company, any other Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, providing funds for or otherwise making investment in real or personal property in connection with the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the FILOT to property owned by any such Sponsor, Sponsor Affiliate, or other Co-Investor pursuant to Section 4.02 hereof, comply with any additional notice requirements, or other applicable provisions, of the Act. As of the original execution and delivery of this Agreement, the Company is the only Co-Investor.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended through the date hereof, unless the context clearly requires otherwise.

“*Commencement Date*” shall mean the last day of the property tax year during which the Project or any portion thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Agreement.

“*Company*” shall mean SC Hardeeville Speedway, LLC, a Delaware limited liability company, and its successors and assigns.

“*Confidential Information*” shall have the meaning set forth in Section 4.02(c) hereof.

“*County*” shall mean Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

“*County Council*” shall mean the governing body of the County and its successors.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue.

“*Economic Development Property*” shall mean each item of real and tangible personal property comprising the Project, except Non-Qualifying Property, if any, within the meaning of that term as defined and used in Sections 12-44-30(6) and 12-44-40(C) of the Code.

“*Equipment*” shall mean all machinery, equipment, furnishings, and other personal property acquired by the Company and any Co-Investors and installed as part of the Project during the Investment Period in accordance with this Agreement.

“*Event of Default*” shall have the meaning set forth in Section 11.01 hereof.

“*Existing Property*” shall mean property proscribed from becoming Economic Development Property pursuant to Section 12-44-110 of the Code, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to the execution and delivery

of this Agreement and property included in the Project as part of the repair, alteration, or modification of such previously taxed property; provided, however, that Existing Property shall not include: (i) property acquired or constructed by the Company and any Co-Investors during the Investment Period which has not been placed in service in this State prior to the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property; (ii) modifications which constitute an expansion of Existing Property; or (iii) property described in Section 12-44-110 of the Code to the extent that the Company and any Co-Investors invest at least an additional Forty-Five Million Dollars (\$45,000,000.00) in the Project.

“*FILOT*” shall mean the fee-in-lieu of taxes, which the Company and any Co-Investors are obligated to pay to the County pursuant to Section 5.01 hereof.

“*FILOT Payments*” shall mean the payments to be made by the Company or any Co-Investor with respect to their respective portion of the Project, whether made as Negotiated FILOT Payments pursuant to Section 5.01 hereof or as FILOT payments made pursuant to the Multi-County Park Act.

“*Investment Commitment*” shall mean the agreement of the Company and any other Co-Investors to make investments with respect to the Project as set forth in Sections 2.02(d) and 4.01 of this Agreement.

“*Investment Period*” shall mean the period beginning with the first day that Economic Development Property is purchased or acquired and ending on the date that is five (5) years from the Commencement Date.

“*Land*” shall mean the real estate upon which the Project is to be located, as described in Exhibit A attached hereto. Additional real estate may be included as part of Exhibit A as provided in Section 4.03(i), and the Company shall deliver to the County an updated Exhibit A to reflect such addition.

“*Multi-County Park*” shall mean the multi-county industrial/business park established pursuant to that certain Agreement for the Establishment of Multi-County Industrial/Business Park, by and between the County and Hampton County dated as of November 5, 2021 (as amended, modified, supplemented or replaced from time to time), the consent for the establishment of which was provided by the City of Hardeeville, South Carolina (“City”) pursuant to the Intergovernmental Agreement dated as of November 5, 2021 between the County and the City.

“*Multi-County Park Act*” shall have the meaning set forth in the recitals hereto.

“*Negotiated FILOT*” shall have the meaning set forth in Section 5.01(b)(ii) hereof.

“*Negotiated FILOT Payment*” shall mean the FILOT due pursuant to Section 5.01(b)(ii) hereof with respect to that portion of the Project consisting of Economic Development Property.

“*Non-Qualifying Property*” shall mean that portion of the Project, if any, consisting of: (i) Existing Property; (ii) property, except Replacement Property, placed in service after the end of the Investment Period; and (iii) any Released Property or other property which fails or ceases to

qualify for Negotiated FILOT Payments, including without limitation property as to which the Company has terminated the Negotiated FILOT pursuant to Section 4.03(a)(iii) hereof.

“*Person*” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“*Project*” shall mean, collectively herein, the Land and buildings and other improvements on the Land to the extent placed thereon by or on behalf of the Company or any Co-Investor, including water, sewer treatment and disposal facilities, and other machinery, apparatus, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment, and any Replacement Property.

“*Project Millage Rate*” shall mean a millage rate of 0.4570 mills.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, or any other Co-Investor, as the case may be.

“*Released Property*” shall mean any portion of the Project removed, scrapped, traded in, sold, or otherwise disposed of pursuant to Section 4.03 hereof, any portion of the Project stolen, damaged, destroyed, or taken by condemnation or eminent domain proceedings as described in Article VII hereof, and any infrastructure which the Company dedicates to the public use (within the meaning of that phrase as used in Section 12-6-3420(C) of the Code).

“*Replacement Property*” shall mean all property installed in or on the Land in substitution of, or as replacement for, any portion of the Project, but only to the extent that such property may be included in the calculation of the Negotiated FILOT pursuant to Section 5.01(c) hereof and Section 12-44-60 of the Code.

“*Special Source Revenue Credits*” shall mean the special source credits provided pursuant to Section 5.01(d) hereof.

“*Sponsor*” shall have the meaning set forth in Section 12-44-30(19) of the Code. As of the date of this Agreement, the Company is the only Sponsor.

“*Sponsor Affiliate*” shall have the meaning set forth in Section 12-44-30(20) of the Code.

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in Section 10.01 hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Code, as amended through the date hereof.

Section 1.03 References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.



ARTICLE II  
REPRESENTATIONS AND WARRANTIES

Section 2.01 Representations and Warranties by County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County, based on representations of the Company, has determined that the Project will serve the purposes of the Act, and has made all other findings of fact required by the Act in order to designate the Project as Economic Development Property.

(c) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(d) This Agreement has been duly executed and delivered on behalf of the County.

(e) The County agrees to use its commercially reasonable efforts to continue to cause the Land to be located within the Multi-County Park, and the County will take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park during the Term of this Agreement in order that the maximum tax benefits afforded by the laws of the State for projects in the County located within multi-county industrial parks will be available to the Company.

(f) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

Section 2.02 Representations and Warranties by the Company. The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company, validly existing and in good standing under the laws of Delaware and authorized to do business in the State; has all requisite power to enter into this Agreement; and by proper action has been duly authorized to execute and deliver this Agreement.

(b) The agreements with the County with respect to the FILOT have been instrumental in inducing the Company to locate the Project within the County and the State.

(c) Except as otherwise disclosed to the County, no actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the Company are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(d) For the Project, the Company commits to an investment, collectively with any Co-Investors, of at least seventy-five million dollars (\$75,000,000) (the "Project Commitment") in Economic Development Property by the end of the five-year Investment Period. The investment amount shall not include any amount paid by the Company for real estate improvements on the Land placed in service as of the date of this Agreement. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in the determination whether the Company has fulfilled its commitment made in this item to invest in the Project.

(e) The income tax year of the Company, and accordingly the Property Tax Year, for federal income tax purposes is the calendar year ending December 31.

(f) No event has occurred and no condition currently exists with respect to the Company, which would constitute a default or an Event of Default as defined herein.

(g) This Agreement is a legal, valid, and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such terms may be limited by laws affecting creditors' rights generally.

### ARTICLE III UNDERTAKINGS OF THE COUNTY

#### Section 3.01 Agreement to Accept FILOT Payments; Rollback Taxes.

(a) The County hereby agrees to accept FILOT Payments made by the Company and any Co-Investor in accordance with Section 5.01 hereof in lieu of *ad valorem* taxes with respect to the Project until this Agreement expires or is sooner terminated.

(b) The County hereby acknowledges and agrees that, pursuant to Section 12-43-220(d)(6) of the Act, no Economic Development Property shall be subject to rollback taxes.

Section 3.02 No Warranties by County. The Company acknowledges that the County has made no warranties or representations, either express or implied, as to the condition or state of the Project or as to the design or capabilities of the Project or that it will be suitable for the Company's purposes or needs. No representation of the County is hereby made with regard to compliance by the Project or any Person with laws regulating: (i) the construction or acquisition of the Project; (ii) environmental matters pertaining to the Project; (iii) the offer or sale of any securities; or (iv) the marketability of title to any property.

Section 3.03 Invalidity. The parties acknowledge that the intent of this Agreement is to afford the Company and any Co-Investors the benefits of the Negotiated FILOT Payments in consideration of the Company's decision to locate the Project within the County and that this

Agreement has been entered into in reliance upon the enactment of the Simplified FILOT Act. In the event that, for any reason, the Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Economic Development Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company or any Co-Investors benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded under the Code, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder, with respect to the portion of the Economic Development Property affected by such circumstances, *ad valorem* taxes and that, to the extent permitted by law, the Company and any Co-Investors shall be entitled: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (ii) to enjoy all allowable depreciation; and (iii) to receive other tax credits, including the Special Source Revenue Credits, which would be due if the Company or any Co-Investor were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are required by law to be subject to retroactive adjustment, then there shall be due and payable by the Company or any Co-Investor to the County with respect to the portion of the Economic Development Property in question an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with, but only if required by law, interest on such deficiency as provided in Section 12-54-25(D) of the Code. The Company agrees that if this Agreement is reformed as provided in this Section or if retroactive adjustments are made, then under no circumstances shall the County be required to refund or pay any monies to the Company or any Co-Investor.

In addition to and notwithstanding the foregoing paragraph, the County shall not be obligated to perform any of its obligations or promises under this Section 3.03 unless the Company has otherwise complied with or provides satisfactory evidence to the County that it intends to comply with its obligations and responsibilities under this Agreement.

Section 3.04 Multi-County Park Status. The County agrees to use its commercially reasonable efforts to maintain the Land in the Multi-County Park until the date this Agreement expires or is terminated. If it becomes necessary to remove the Land from the Multi-County Park prior to the expiration or termination of this Agreement, the County agrees to use its commercially reasonable efforts to place the Land in another multi-county park established pursuant to the Multi-County Park Act and to maintain the multi-county park designation until the date this Agreement is terminated. The parties acknowledge and agree that the County's agreement to place and maintain the Land in a multi-county park may be subject to the exercise of discretion by a governmental entity other than the County and the exercise of that discretion is not controlled by the County.

#### ARTICLE IV UNDERTAKINGS OF THE COMPANY

Section 4.01 Investment by Company in Project. For the Project, the Company agrees to invest, collectively with any Co-Investors, at least seventy-five million dollars (\$75,000,000) in Economic Development Property by the end of the Investment Period. Investments made by the Company and any Co-Investors in Economic Development Property shall be included in any determination whether the Company has fulfilled its commitments made in this Section.

Section 4.02 Reporting and Filing.

(a) The Company agrees to provide a copy of Form PT-443 filed with the Department of Revenue to the County Auditor, the County Economic Development Director, the County Attorney, the County Administrator and the County Assessor of the County and the County Auditor and the County Assessor of Hampton County, not later than thirty (30) days after execution and delivery of this Agreement. Each year during the Term of this Agreement, the Company and each Co-Investor shall deliver to the County Auditor, the County Assessor and the County Treasurer, a copy of their most recent annual filings made with the Department of Revenue with respect to the Project, not later than thirty (30) days following delivery thereof to the Department of Revenue. The Company and each Co-Investor acknowledge that the terms of the Act provide that to the extent requested, the Jasper County Auditor shall make such forms and returns available to the County Auditor of Hampton County.

(b) The Company agrees to maintain such books and records with respect to the Project as will permit the identification of those portions of the Project placed in service in each Property Tax Year during the Investment Period, the amount of investment with respect thereto and its computations of all FILOT Payments made hereunder and will comply with all reporting requirements of the State and the County applicable to property subject to FILOT Payments under the Act, including the reports described in paragraph (a) (collectively, "Filings").

Section 4.03 Modification of Project. As long as no Event of Default exists hereunder, the Company and any Co-Investor shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company and each other Co-Investor may, at its own expense, add to the Project Land or any real and personal property as the Company or each other Co-Investor in its discretion deems useful or desirable.

(ii) In any instance where the Company or any other Co-Investor, in its discretion, determines that any items included in the Project have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company or such other Co-Investor may remove such items or portions from the Project and sell, trade in, exchange, or otherwise dispose of them (as a whole or in part) without the consent of the County; as such may be permitted under the Simplified FILOT Act.

(iii) The Company and any other Co-Investor may, at any time in its discretion by written notice to the County, remove any real or personal property from the Negotiated FILOT (as defined in Section 5.01) set forth in this Agreement, and thereafter such property

will be considered Non-Qualifying Property and will be subject to FILOT Payments as set forth in Section 5.01(b)(i) hereof.

ARTICLE V  
PAYMENTS IN LIEU OF TAXES

Section 5.01 Payments in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Act, the parties hereby agree that, during the Term of the Agreement, the Company and any Co-Investors shall pay annually, with respect to the Project, a FILOT in the amount calculated as set forth in this Section, to be collected and enforced in accordance with Section 12-44-90 of the Act.

(b) The FILOT Payment due with respect to each Property Tax Year shall equal:

(i) With respect to any portion of the Project consisting of Non-Qualifying Property, if any, as long as such property is located in the Multi-County Park, a payment equal to the *ad valorem* taxes that would otherwise be due on such Non-Qualifying Property if it were taxable giving effect to all credits, exemptions, rebates and abatement that would be available if such undeveloped land or Non-Qualifying Property were taxable; and

(ii) With respect to those portions of the Project consisting of Economic Development Property, for each of the thirty (30) consecutive years following the year in which such portion of the Project is placed in service, a payment calculated each year as set forth in paragraphs (c) and (d) of this Section 5.01 (a "Negotiated FILOT").

(c) The Negotiated FILOT Payments shall be calculated with respect to each Property Tax Year based on: (i) the fair market value (determined in accordance with Section 12-44-50(A)(1)(c) of the Code) for (A) any real property component of the Economic Development Property constructed or purchased in an arm's length transaction determined by Department of Revenue using the original income tax basis for South Carolina income tax purposes without regard to depreciation, otherwise the real property must be reported at the fair market value for *ad valorem* property taxes as determined by appraisal, with the fair market value estimate established for the first year of the Negotiated FILOT Payments with respect to such property remaining the fair market value of such real property for the entire Term hereof, and (B) the personal property component of the Economic Development Property determined by Department of Revenue using the original tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes as provided in Section 12-44-50(A)(1)(c) of the Code); (ii) a fixed millage rate equal to the Project Millage Rate, for the entire Term of this Agreement; and (iii) an assessment ratio of 6%. All such calculations shall take into account all deductions for depreciation or diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the exemption allowed pursuant to Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code.

(d) Special Source Revenue Credits shall be provided in amounts equal to 75% for Years 1-2, 50% for Year 3, and 45% for Years 4-30 of each annual Negotiated FILOT Payment. Such Special Source Revenue Credits shall be applied automatically and reflected on each year's property tax bill provided to each Co-Investor.

(e) The FILOT payments are to be recalculated:

(i) to reduce such payments in the event the Company or any Co-Investor disposes of any part of the Project within the meaning of Section 12-44-50(B) of the Code and as provided in Section 4.03 hereof, by the amount applicable to the Released Property;

(ii) to increase such payments, based on the methodology set forth in Section 5.01(c) hereof, in the event the Company or any Co-Investor adds property (other than Replacement Property) to the Project; or

(iii) to adjust such payments if the Company or any Co-Investor elects to convert any portion of the Project from the Negotiated FILOT to the FILOT required by Section 5.01(b)(i) above, as permitted by Section 4.03(a)(iii).

(f) To the extent permitted by law, because the FILOT Payments agreed to herein are intended to be paid by the Company or any Co-Investor to the County in lieu of taxes, it is agreed that said FILOT Payments shall not, as to any year, be in any amount greater than what would otherwise be payable by the Company or such Co-Investor to the County in property taxes if the Company or such Co-Investor had not entered into a fee-in-lieu of taxes arrangement with the County (except it is not intended that said FILOT Payments would necessarily be less than such property taxes to the extent that the constitutional abatement of property taxes would otherwise apply).

(g) Upon the Company's or any Co-Investor's installation of any Replacement Property for any portion of the Project removed under Section 4.03 hereof and sold, scrapped, or disposed of by the Company or such Co-Investor, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by law, subject to the following rules:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Economic Development Property which it is replacing. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes which would have been paid on such property but for this Agreement. Replacement property is entitled to the FILOT payment for the period of time remaining on the thirty (30) year FILOT period for the property which it is replacing.

(ii) The new Replacement Property which qualifies for the Negotiated FILOT payment shall be recorded using its income tax basis, and the Negotiated FILOT Payment

shall be calculated using the millage rate and assessment ratio provided on the original property subject to FILOT payment.

(h) In the event that the Act or the FILOT or any portion thereof, are declared, by a court of competent jurisdiction following allowable appeals, invalid or unenforceable, in whole or in part, for any reason, the Company and the County express their intentions that such payments be reformed so as to afford the Company the maximum benefit then permitted by law, including, without limitation, the benefits afforded under Section 12-44-50 of the Code and, specifically, that the Company may, at the Company's expense, exercise the rights granted by Section 12-44-160 of the Code upon terms and conditions (including evidence acceptable to the County that the Project is free from environmental contamination and mutually agreeable environmental indemnifications and warranties by the Company) acceptable to the County and the Company. If the Project is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County agree that the Company shall pay an alternate fee-in-lieu of tax calculated in the manner set forth in Section 5.01(b)(i) hereof. In such event, the Company shall be entitled, to the extent permitted by law: (i) to enjoy the five-year exemption from *ad valorem* taxes (or fees in lieu of taxes) provided by Section 3(g) of Article X of the Constitution of the State of South Carolina, and any other exemption allowed by law; and (ii) to enjoy all allowable depreciation. The Company agrees that if the FILOT Payments or this Agreement is reformed pursuant to this subsection (h), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(i) For the Project, this Agreement is automatically terminated in the event that the investment in the Project in land, buildings, and personal property, including machinery and equipment, by the Company does not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) by the end of the Investment Period. If terminated pursuant to this subsection (i), the Negotiated FILOT Payments shall revert retroactively to payments equivalent to what the *ad valorem* taxes would have been with respect to the property absent this Agreement. At the time of termination, the Company shall pay to the County an additional fee equal to the difference between the total amount of property taxes that would have been paid by the Company had the project been taxable, taking into account exemptions from property taxes that would have been available to the Company, and the total amount of fee payments actually made by the Company. This additional amount is subject to interest as provided in Section 12-54-25. The Company agrees, if the Negotiated FILOT Payments revert to payments equivalent to what the *ad valorem* taxes would be pursuant to this subsection (i), that under no circumstance shall the County be required to refund or pay any monies to the Company.

(j) In the event that the Company, collectively with any Co-Investors, fails to meet and maintain the Project Commitment by and through the end of the Investment Period as provided herein (without regard to any subsequent extensions thereof), the Company and the Co-Investors shall be obligated to repay a prorated portion of the Special Source Revenue Credits provided under Section 5.01(d) hereof theretofore received by the Company and any Co-Investors with respect to qualifying property, and the amount of Special Source Revenue Credits provided to the Company, and any Co-Investors, thereafter shall be so reduced with such prorated portion to be calculated by determining the achievement percentage of the Project Commitment as of the last day of the Investment Period.

For example, and by way of example only, if the Company, collectively with any Co-Investors, has invested \$63,750,000 as of the last day of the Investment Period, the Company would have met 85% of the Project Commitment and would be obliged to repay 15% of the Special Source Revenue Credits provided under Section 5.01(d) hereof, and the amount of Special Source Revenue Credits provided to the Company thereafter would be reduced by 15%.

(k) Unless otherwise provided by the Act, any amounts due to the County under this Section 5.01 by virtue of the application of Sections 5.01(i) hereof shall be paid within ninety (90) days, following written notice thereof from the County to the Company or Co-Investor, as applicable.

(l) The Company agrees to make FILOT Payments with respect to the Economic Development Property that it owns for each Property Tax Year during the term hereof beginning with the Property Tax Year following the year the applicable Economic Development Property is first placed in service. The FILOT Payments shall be made to the Jasper County Treasurer on the due dates which would otherwise be applicable for *ad valorem* property taxes for the Economic Development Property, with the first payment being due on the first date following the delivery of this Agreement when, but for this Agreement, such taxes would have been paid with respect to the Economic Development Property.

(m) To the extent required by Section 4-29-68(A)(2)(ii) of the Code, if the Company claims Special Source Revenue Credits as reimbursement for investment in personal property, including machinery and equipment, if such property is removed from the Project during the term of this Agreement, the amount of the FILOT Payments due from the Company on such personal property for the year in which the personal property was removed from the Project also shall be due for the two (2) years following such removal.

(n) The Company agrees to provide or cause to be provided all funding for the costs of acquisition, construction, and installation of Infrastructure Improvements (as defined in the Act) for which reimbursement is being provided by the Special Source Revenue Credits. In accordance with the Act, such Special Source Revenue Credits shall not, in the aggregate, exceed the aggregate cost of the Infrastructure Improvements funded from time to time by the Company.

(o) The County and the Company acknowledge and agree that any obligation which the County may incur for the payment of money as a result of the transactions described in the herein, including providing the Special Source Revenue Credits, shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under this Agreement.

## ARTICLE VI PAYMENTS BY COMPANY

Section 6.01 Defaulted Payments. In the event the Company or any Co-Investor should fail to make any of the payments required under this Agreement, the item or installment so in default shall continue as an obligation of the Company or the Co-Investor, as the case may be,



until the amount in default shall have been fully paid. The Company agrees that the collection and enforcement of the defaulted payment shall be as provided in Section 12-44-90 of the Code. The Company expressly acknowledges that in the event of its failure to make the required FILOT Payments when due, that the County is only required to give notice thereof in accordance with the Section 12-44-90 of the Code, and that no further notice is required hereunder in order to enforce the remedies set forth in this Section 6.01, including any notices of default set forth in Article XI hereof. The County's right to receive FILOT Payments shall have a first priority lien status pursuant to Section 12-44-90 of the Code and Chapters 4 and 54 of Title 12 of Code of Laws of South Carolina 1976, as amended.

ARTICLE VII  
CASUALTY AND CONDEMNATION

Section 7.01 Adjustments in the Event of Damage and Destruction or Condemnation. In the event that the Project or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings, the Company, in its sole discretion, may determine whether or not to repair or replace the same. The parties hereto agree that if the Company decides not to repair or replace all or any portion of the Project pursuant to this Section, the FILOT required pursuant to Section 5.01 hereof shall be abated in the same manner and in the same proportion as if *ad valorem* taxes were payable with respect to the Project.

ARTICLE VIII  
PARTICULAR COVENANTS AND AGREEMENTS

Section 8.01 Use of Project for Lawful Activities. During the Term of this Agreement, the Company shall use the Project for any lawful purpose that is authorized pursuant to the Act.

Section 8.02 Indemnification.

(a) Except as provided in paragraph (d) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and the Company shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the

Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of the County.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 8.03 Sponsors and Sponsor Affiliates.** The Company may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Simplified FILOT Act, which Sponsors or Sponsor Affiliates shall be Persons who join with the Company and other Co-Investors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement and who shall be Affiliates of Company or other Sponsors or Sponsor Affiliates, any tenant leasing all or a portion of the Project from the Company or any other existing Sponsor or Sponsor Affiliate or other Persons described in Section 9.01 hereof. All other Sponsors or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30(19) or (20) and Section 12-44-130 of the Simplified FILOT Act must be approved by Resolution of the County Council. The Company may designate one or more lessors of tangible personal property as a Sponsor Affiliate. Upon agreeing to be bound to the terms and provisions of this Agreement by execution and delivery to the County of a written joinder agreement substantially in the form of Exhibit B attached hereto and signature of the County Administrator to such joinder agreement, such designated lessor shall be deemed approved as a Sponsor Affiliate by the County. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000.00, to the extent permitted by Section 12-44-30(19) of the Simplified FILOT Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 5.01 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Investment Commitment by the end of the Investment Period. Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 8.03 in accordance with Section 12-44-130(B) of the Simplified FILOT Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor Affiliate(s) designated pursuant to this Section 8.03 within ninety (90) days after the end of the calendar year during which any such Sponsor

Affiliate(s) has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the Simplified FILOT Act.

Section 8.04 Compliance with GASB 77. The Company agrees annually to prepare Form SC DOR PT-300G (Schedule G – Fee in Lieu of Tax Supplemental) with respect to the Project, even if the Company is not required to file such form with the Department of Revenue, and provide a copy to the County not later than June 30 of each year of the Term of this Agreement in order to assist the County in complying with Statement No. 77 of the Governmental Accounting Standards Board known as “GASB 77.” The Company agrees further to cooperate with the County in providing reasonably requested information regarding the Project in order to assist the County in complying with GASB 77.

## ARTICLE IX FINANCING ARRANGEMENTS; CONVEYANCES; ASSIGNMENTS

Section 9.01 Conveyance of Liens and Interests; Assignment. The Company and any Co-Investor may at any time: (a) assign or transfer all or any of its rights and interests hereunder or with respect to the Project to any Person; or (b) enter into any lending, financing, security, or similar arrangement or succession of such arrangements with any financing entity with respect to the Agreement or the Project, including without limitation any sale, leaseback, or other financing lease arrangement; provided that, in connection with any of the foregoing transfers: (i) except in connection with any assignment or transfer to any Affiliate of the Company or such Co-Investor, or transfers pursuant to clause (b) above, including, for the avoidance of doubt, any assignment or transfer to any entity that assumes from the Company the purchase agreement with respect to the Land (as to which such transfers the County hereby consents), the Company or such Co-Investor shall first obtain the prior written approval or subsequent ratification of the County, in the County’s sole discretion, and evidenced, to the extent allowed by law, by a Resolution of County Council or a writing signed by an officer of the County; (ii) the Company or the applicable Co-Investor, transferee, or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department of Revenue a true and complete copy of any such transfer agreement; and (iii) the Company or the applicable Co-Investor and the transferee shall comply with all other requirements of the Transfer Provisions.

The Company acknowledges that such a transfer of an interest under this Agreement or in the Project may cause the Project to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 9.02 Relative Rights of County and Financing Entities as Secured Parties. The parties acknowledge the application of the provisions of Section 12-44-90 of the Act, and that the County’s right to receive FILOT Payments hereunder shall be the same as its rights conferred under Title 12, Chapter 49 and 54, among others, of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE X  
TERM; TERMINATION

Section 10.01 Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the last day of the Property Tax Year in which the last Negotiated FILOT Payment is due hereunder. This Agreement has a term of thirty (30) years, as calculated pursuant to the respective dates when the relevant portions of the Project are placed in service, and as discussed in greater detail in this Agreement. The County's rights to receive indemnification and payment of Administration Expenses pursuant hereto shall survive the expiration or termination of this Agreement.

Section 10.02 Termination.

(a) The County and the Company may agree to terminate this Agreement at any time, or the Company may, at its option, terminate this Agreement at any time upon providing the County thirty (30) days' notice of such termination, in which event the Project shall be subject to *ad valorem* taxes from the date of termination. In the event that this Agreement is terminated by the operation of this Section 10.02 at any time during the initial Investment Period prior to the Company's investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in the Project, amounts due to the County as a result thereof shall be calculated as provided in Section 5.01(i) hereof. The County's rights to receive payment for such *ad valorem* taxes and its rights to enforce the terms of this Agreement shall survive termination of this Agreement.

(b) This Agreement will automatically terminate as provided in Section 12-44-140(B) of the Act in the event the investment requirements at the Project set forth in Section 12-44-140(B) of the Act are not satisfied.

(c) The FILOT incentive with respect to any Sponsor or Sponsor Affiliate will automatically terminate as provided in Section 12-44-140(C) of the Act in the event such Sponsor or Sponsor Affiliate no longer has the statutory minimum level of investment at the Project.

(d) This Agreement will terminate in whole or in part in the event the Company or any other Co-Investor removes real or personal property from the Negotiated FILOT pursuant to Section 4.03(iii) hereof (with such termination effective solely with respect to such removed property).

(e) This Agreement will automatically terminate as provided in Section 5.01(i) hereof.

(f) This Agreement will terminate in whole or in part in the event of casualty or condemnation at the Project and the FILOT is abated pursuant to Section 7.01 hereof (with such termination effective solely with respect to the property subject to such casualty or condemnation).

ARTICLE XI  
EVENTS OF DEFAULT AND REMEDIES

Section 11.01 Events of Default by Company.

(a) Any one or more of the following events (herein called an “Event of Default”, or collectively “Events of Default”) shall constitute an Event of Default (but solely with respect to the defaulting entity):

(1) if default shall be made in the due and punctual payment of any FILOT Payments, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(2) if default shall be made in the due and punctual payment of any indemnification payments or Administration Expenses, which default shall not have been cured within thirty (30) days following receipt of written notice thereof from the County;

(3) if default shall be made by the Company in the due performance of or compliance with any of the terms hereof, including payment, other than those referred to in the foregoing paragraphs (1) and (2), and such default shall continue for sixty (60) days after the County shall have given the Company written notice of such default, provided, the defaulting entity shall have such longer period of time as necessary to cure such default if the defaulting entity proceeds promptly to cure such default and thereafter to prosecute the curing of such default with due diligence; and provided further, that no Event of Default shall exist under this paragraph (3) during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Company or Co-Investor, as the case may be, has contested the occurrence of such default; or

(4) if any material representation or warranty on the part of the Company or any Co-Investor made herein (including representations regarding the capital investment resulting from the Project), or in any report, certificate, financial or other statement furnished in connection with this Agreement, or the transactions described in this Agreement shall have been false or intentionally misleading in any material respect.

(b) The failure of the Company or any other Co-Investor to meet the Investment Commitment as set forth herein shall not be deemed to be an Event of Default under this Agreement, and the County’s sole recourse for failure to meet the Investment Requirement shall be as set forth in Section 5.01 hereof.

Section 11.02 Remedies on Event of Default by Company. Upon the occurrence and continuance of any Event of Default by the Company or a Co-Investor, as the case may be, (and the expiration of any applicable cure periods), the County may exercise any of the following remedies, any of which may be exercised at any time during the periods permitted under the following clauses:

(a) terminate this Agreement by delivery of written notice to the Company not less than thirty (30) days prior to the termination date specified therein (ninety (90) days if the Company is not the defaulting entity and has not previously been provided notice of the Event of Default); or

(b) take whatever action at law or in equity as may appear necessary or desirable to collect the amounts then due and thereafter to become due or to enforce observance or performance of any covenant, condition, or agreement of the Company under this Agreement.

Section 11.03 Default by County. Upon the default of the County in the performance of any of its obligations hereunder, the Company may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation, a suit for mandamus or specific performance.

Section 11.04 No Additional Waiver Implied by One Waiver. In the event any warranty, covenant, or agreement contained in this Agreement should be breached by the Company or the County and thereafter waived by the other party to this Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

Section 11.05 Reimbursement of Legal Fees and Expenses and Other Expenses. Upon the occurrence of an Event of Default hereunder by the Company or any Co-Investor or Sponsor Affiliate, if the County employs attorneys or incurs other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

## ARTICLE XII MISCELLANEOUS

Section 12.01 Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Company or any other Co-Investor provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers and remedies are sought to be enforced; and the exercise by the County or by the Company or any other Co-Investor of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Company or any other Co-Investor of any or all such other rights, powers or remedies.

Section 12.02 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as permitted hereunder.

Section 12.03 Administration Expenses. The Company agrees to reimburse the County from time to time for its Administration Expenses promptly upon written request therefore, but in no event later than thirty (30) days after receiving the written request from the County. The written request shall include a description of the nature of the Administration Expenses. The Administration Expenses reimbursable to the County pursuant to this Agreement for the initial drafting and negotiation of this Agreement and related documentation shall not exceed Five Thousand Dollars (\$5,000.00).

Section 12.04 Section 12.04 Rules of Construction. The County and the Company acknowledge and agree that each has been represented by legal counsel of its choice throughout the negotiation and drafting of this Agreement, that each has participated in the drafting hereof and that this Agreement will not be construed in favor of or against either party solely on the basis of such party's drafting or participation in the drafting of any portion of this Agreement.

Section 12.05 Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or via facsimile or other commonly-used electronic transmission or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Jasper County  
Attn: Jasper County Administrator  
358 Third Avenue  
Ridgeland, South Carolina 29936

with a copy (which shall not constitute notice) to:

Jasper County  
Attn: Jasper County Attorney  
358 Third Avenue  
Ridgeland, South Carolina 29936

(b) As to the SC Hardeeville Speedway, LLC,

Attn: Legal Department  
c/o RealtyLink  
201 Riverplace, Suite 400  
Greenville, SC 29601  
+1.864.263,5425

With a copy to (which shall not constitute notice):

McGuireWoods LLP  
Attn: W. Ford Graham  
1301 Gervais Street  
Suite 1310  
Columbia, SC 29201  
+1 803 251 2305

Section 12.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 12.07 Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall

be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 12.08 Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.09 Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular articles or Sections or paragraphs of this Agreement are references to the designated articles or Sections or paragraphs of this Agreement.

Section 12.10 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.11 Amendments. Subject to the limitations set forth in the Act, this Agreement may be amended, or the rights and interest of the parties hereunder surrendered, only by a writing signed by all parties. The County agrees that, to the extent allowed by law, such amendment may be approved by a Resolution of County Council.

Section 12.12 Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 12.13 Force Majeure. Except with respect to (i) the obligation to invest at least Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in Economic Development Property by the end of the Investment Period; and (ii) the payment obligations with respect to FILOT Payments, the Administrative Expenses and indemnification of the Indemnified Parties hereunder, the Company and any Co-Investors shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, labor shortages, fire, floods, inability to obtain materials, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

***[SIGNATURE PAGE TO FOLLOW]***



IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this Agreement to be executed in its name and behalf by the Council Chair and to be attested by the Clerk to Council; and the Company has caused this Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

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

ATTEST:

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

**SC HARDEEVILLE SPEEDWAY, LLC,**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CO-INVESTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

Property containing a minimum of 35 acres located on Speedway Blvd in the Town Hardeeville, County of Jasper, County of South Carolina being approximately 35 acres being a portion of that tract of land containing 486.88 acres of property identified as Parcel # 030-00-01-019 below.





IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the County consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_

# AGENDA ITEM:

## XI-D

*Ordinance item D*

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER  
ORDINANCE 2022-  
AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

**AN ORDINANCE OF THE COUNTY OF JASPER, AMENDING THE FISCAL YEAR 2022 – 2023 BUDGET AS ORIGINALLY ADOPTED BY ORDINANCE NO. O-2022-17 ADOPTED JUNE 27, 2022 IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF SOUTH CAROLINA AND THE ORDINANCES AND RULES OF THE COUNTY OF JASPER, SOUTH CAROLINA; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, TO PROVIDE FOR THE EXPENDITURE NOT TO EXCEED \$800,000 FROM THE FUND BALANCE FOR THE PURPOSE OF RENOVATIONS TO THE JASPER COUNTY FARMERS' MARKET AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the County Council of Jasper, South Carolina approved Budget Ordinance No. 2022-17 for the 2022 – 2023 Fiscal Year on June 27, 2022; and

**WHEREAS**, the County Administrator of the County of Jasper has submitted to the County Council, a proposed budget amendment of additional appropriations from the general fund not to exceed \$800,000 for renovations of the Jasper County Farmers' Market; and

**WHEREAS**, the County Council of the County of Jasper, South Carolina desires to amend the approved Budget Ordinance for the 2022 – 2023 Fiscal Year;

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

**SECTION 1. Amendment to the Current Budget**

That appropriations for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023, for support of the general government of the County of Jasper, South Carolina be amended for said term not to exceed \$800,000 for the purposes stated herein.

**SECTION 2. Approval of Amendment**

That the budget amendment is hereby approved in all aspects and adopted as an amendment to the Jasper County budget for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023.

**SECTION 3. Conflict**

That all Ordinance or parts of Ordinance in conflict herewith are hereby repealed.

**SECTION 4. Effective Date.** This ordinance shall take effect from and after the date of its final passage and adoption in accordance with state law.

**Jasper County Council**

BY: \_\_\_\_\_  
**Barbara B. Clark, Chairperson**

**ATTEST:**

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

**First Reading:** 10.03.2022  
**Second Reading:**  
**Public Hearings:**  
**Adopted:**

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

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





Jasper  
County  
South Carolina

JASPER COUNTY - WORK AUTHORIZATION

Work Authorization - No. 004

In accordance with Paragraph 1.1.1 of the Agreement Between Owner and Construction Manager, Owner hereby authorizes the Construction Manager to proceed with Preconstruction Services including preparation of a Guaranteed Maximum Price (GMP) proposal for the following project:

Project Name:     **Jasper County Farmers' Market**

Project Budget:     **\$800,000.00**

---

\_\_\_\_\_  
Jasper County

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Title

# AGENDA ITEM:

## XI-E

Ordinance item E

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #O-2022-29**

**ORDINANCE OF JASPER COUNTY COUNCIL**

An Ordinance authorizing the sale of TMS 063-30-03-010, approximately 11 acres, to P & S Properties M, LLC and to authorize the Jasper County Administrator to execute such deeds and other documents as may be necessary and appropriate to effect the sale.

**WHEREAS**, Jasper County and P & S Properties M LLC, South Carolina limited liability company (“P&S”), have negotiated the terms of a proposed Contract for the Purchase and Sale of Commercial Real Property (“Agreement”) between them by which Jasper County would sell, and P & S would purchase a parcel of approximately 11 acres located on East Industrial Park Road in Ridgeland, said parcel having TMS Number 063-30-03-010, in order to expand and grow the existing commercial enterprise located adjacent thereto; and

**WHEREAS**, the Jasper County Council on August 15, 2022, ratified the initial execution of the Agreement by the Administrator, and authorized the Chairwoman of Jasper County Council to execute on behalf of Jasper County the Agreement; and

**WHEREAS**, in accordance with South Carolina law, Jasper County Council must pass an ordinance authorizing the sale of real property; and

**WHEREAS**, Jasper County Council finds the terms of the Agreement to be fair, equitable and in the best interests of the citizens of Jasper County, and in furtherance of additional economic development within the County, based upon the terms of the Agreement which provides for a significant capital investment pursuant to a separate Special Source Revenue Credit Agreement with the County being adopted and approved contemporaneously with the adoption of this Ordinance;

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

1. Jasper County Council hereby acknowledges the prior approval of the Agreement, and the execution and delivery of the Contract for the Purchase and Sale of Commercial Real Property on behalf of the County;
2. Jasper County Council adopts the foregoing recitals as part of this Ordinance, and approves the sale of the referenced County property upon the terms and conditions of the Agreement;
3. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver on behalf of Jasper County a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser.
4. This Ordinance shall take effect upon approval of the Council.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Barbara B. Clark, Chairwoman

ATTEST:

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

**ORDINANCE# O-2022-29**

First Reading: 09.06.2022

Second Reading: 10.03.2022

Public hearing: \_\_\_\_\_

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
David L. Tedder      Date: \_\_\_\_\_

# AGENDA ITEM:

## XI-F

Ordinance item F

\*\*\*This Ordinance is by TITLE ONLY\*\*\*

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

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

# AGENDA ITEM:

## XI-G

Ordinance item G

\*\*\*This Ordinance is by TITLE ONLY\*\*\*

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

AUTHORIZING THE EXECUTION AND DELIVERY OF AN  
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR  
INFRASTRUCTURE CREDITS TO PROJECT SILVERSTAR; AND  
OTHER RELATED MATTERS.



# AGENDA ITEM:

## XI-H

Ordinance item H

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE #O-2022-18**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

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

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

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

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

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

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

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

Consult report \$50.00

Autopsy report \$100.00

Toxicology report \$25.00

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

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

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

## **Section 2. Severability.**

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

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

SIGNATURES AND ATTESTATION BEGIN ON FOLLOWING PAGE

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

**ATTEST:**

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**Wanda Simmons**  
**Clerk to Council**  
**ORDINANCE: O-2022-18**

**First Reading:** 06.06.2022  
**Second Reading:** 06.27.2022  
**Public Hearing:** 07.18.2022  
**Adopted:** 10.03.2022

Reviewed for form by the Jasper County Attorney.

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**David Tedder**

---

**Date**

# AGENDA ITEM:

## XII

*New Business item A*



Serving **Beaufort • Colleton • Hampton • Jasper** Counties

## MEMORANDUM

To: Jasper County Council  
From: Sabrena Graham, Executive Director  
Subject: **Amendment to Creation Agreement -Article II Membership and Representation**  
Date: September 19, 2022

An amendment to the LCOG Board's policy on Membership and Representation is presented for ratification. The purpose of this amendment is to maintain fair representation among the member counties and municipalities therein and a manageable size board.

The members remain the counties and incorporated municipalities within the jurisdiction of the Lowcountry Region. Member representation will continue to be determined based on population according to the most recent census. The 2020 Census reports a population of 273,073 individuals for the Lowcountry Region. Almost 70% of the population 187,117 is in Beaufort County alone, 38,604 in Colleton, 18,561 in Hampton and 28,791 in Jasper.

The Council will now be composed of 29 representatives of which 11 from Beaufort County and 6 each from Colleton, Hampton and Jasper Counties. Member counties may have at least one or up to five county elected representatives based on their population. The minority group representative and non-elected official representative remains for each county. Incorporated municipalities with a population of 1,501 or more shall have one elected official appointed to the Council. Municipalities with a population of 1,500 or less may appoint one advisory representative.

The original creation agreement includes an article to address amendments. It states:

**Article VII – Amendments**

The Council may from time to time propose amendments to this Agreement. Any such amendment shall become effective only upon ratification by the governing bodies of the political subdivisions which include at least 66 2/3 percent of the population within the area of jurisdiction who are eligible to appoint voting members to The Council under the terms of this Agreement.

The LCOG Board voted to approve this amendment at the August 25, 2022, board meeting.

This memo serves as the official notice that the LCOG Board seeks ratification of this amendment from the County Councils of our four-member counties.

### Lowcountry Council of Governments

PO Box 98 | 634 Campground Road  
Yemassee, South Carolina 29945  
Main: 843.473.3990 Aging: 843.473.3991 Fax: 843.726.5165  
[www.lowcountrycog.org](http://www.lowcountrycog.org)



Serving **Beaufort • Colleton • Hampton • Jasper** Counties

## **Draft**

### **Amended Article II – Membership and Representation**

Section 1. Membership of the Council: The counties and incorporated municipalities in The Council's area of jurisdiction which have ratified this agreement shall be members.

Section 2. Representation of Members: Members shall be entitled to representation on The Council by elected officials and appointed representatives as follows:

- a. The Council shall be composed of 29 representatives of which eleven (11) shall be from Beaufort County, six (6) each from Colleton, Hampton, and Jasper Counties.
- b. There must be at least one minority group representative and one representative who is not an elected official from each member county and/or the participating municipality therein.
- c. Member counties with a population of less than 20,001 according to the most recent census of population by the U.S. Bureau of Census, shall be represented by at least one (1) elected official.
- d. Member counties with a population of 20,001 to 40,000 according to the most recent census of population by the U.S. Bureau of Census, shall be represented by up to three (3) elected officials.
- e. Member counties with a population of 40,001 to 60,000 according to the most recent census of population by the U.S. Bureau of Census, shall be represented by up to four (4) elected officials.
- f. Member counties with a population of more than 60,000 shall be represented by up to five (5) elected officials.
- g. Each member county shall include among its appointed representatives on The Council elected municipal officials at least equal in number to the number of incorporated municipalities located within the respective county having a population of 1,501 or more according to the most recent census of population by the US Bureau of Census.
- h. An incorporated municipality with a population of 1,500 or less may appoint one (1) advisory representative to The Council from its governing body; however, such representative shall not be eligible to vote on Council's matters or to hold a Council office. Such municipalities are not required to participate in the financial support of The Council.

### **Lowcountry Council of Governments**

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Main: 843.473.3990 Aging: 843.473.3991 Fax: 843.726.5165  
[www.lowcountrycog.org](http://www.lowcountrycog.org)



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Serving **Beaufort • Colleton • Hampton • Jasper** Counties

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- i. Should the possibility of change occur in the preceding factors on membership representation, as a result of population shift, the above shall be reviewed.

Section 3. Appointments: Representatives on The Council may be appointed by the County Governing Bodies of the respective counties provided, however, that a municipality which participates financially by payment of its full per capita share of the expenses of the Council shall be entitled to appoint its representative to the Council.

Section 4. Terms: The terms of representatives to The Council who hold elective public office, including the advisory representative of municipalities shall be co-terminus with their terms of office. Initial terms of representatives who do not hold elective office shall initially serve for a term of two years, or until replaced or reappointed by their respective appointing body.

If any County shall cease to participate in the fiscal support of The Council, the terms of office of all its, and its municipality, representatives shall thereupon expire. Any additional incorporated municipality which attains a population of 1,501 or more, according to the most recent census of population by the U.S. Bureau of the Census, shall be eligible to participate in The Council by notifying The Council of its intention to participate. The member County shall include among its appointed representatives to The Council an elected municipal member. If any participating municipality is dissolved as an incorporated municipality or consolidates with another municipality, such municipality shall thereupon cease to participate, and the terms of its representatives shall expire.

Section 5. Vacancies: If a vacancy in The Council representation of a member shall occur by reason of death, resignation, change of residence or any other cause, it shall be filled for the duration of the unexpired term in the same manner as the original appointment.

Section 6. Representation, General: No representative shall receive any compensation for his services on The Council, but any representative may be reimbursed from the funds of The Council for any expenses incurred in connection with authorized activities on behalf of The Council. Council representatives may also be members of a local planning council or boards.

**Lowcountry Council of Governments**

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[www.lowcountrycog.org](http://www.lowcountrycog.org)



# AGENDA ITEM:

## XII

New Business item B



## 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>	10.03.2022
<b>Pertaining To:</b>	Council Meeting Schedule
<b>Request:</b>	To amend the December 2022 County Council Meeting Date for the 2022 year
<b>Submitted For:</b>	Approval by Council
<b>Recommendation:</b>	Staff recommends approval

#### Description:

When the 2022 County Council Meeting Schedule was approved there was an error made on the listing for the date for the December 2022 meeting. The list currently shows a December 6<sup>th</sup> meeting date which is a Tuesday. Staff would like to correct this and revise the date to reflect the normal Monday meeting date which would be December 5<sup>th</sup>.

#### Attachments:

- The current 2022 calendar as was approved
- The corrected 2022 calendar as being presented tonight for approval

**Recommendation:** Staff recommends that the date change be made.

Current  
2022

County Council  
Meeting  
Schedule

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\\_ggXCjIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA)

## **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 ACCOMODATIONS AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES

**Proposed / Revised**

**2022**

**County Council**

**Meeting**

**Schedule**

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\\_ggXCjIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA)

## **REVISED - 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 5, 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 ACCOMODATIONS AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES

# AGENDA ITEM:

## XII

New Business item C



## 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)

### MEMORANDUM

TO: The Honorable County Council

FROM: Andrew P. Fulghum, ICMA-CM, County Administrator 

DATE: September 27, 2022

SUBJECT: Performance Management & Reporting Software

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#### Background:

Each month, County departments submit to me monthly reports on activities within their departments. Some of the data from these reports ultimately is reflected in the statistical section of your Annual Comprehensive Financial Report (ACFR). More importantly, the information helps me in spotting trends and irregularities in operations that, from time to time, adjusts how we address the day-to-day work of the County.

The reports are all currently manually prepared and in various formats. It has been my desire to both revise some of the data that is collected and reported and also to distill some of that data for general distribution and education about services the County provides. With great advances in reporting software capabilities over the last few years, it makes the best sense to combine the effort of revamping the reporting data with an effort to digitize and visualize this data in a standard format so that the reporting has greater value inside and outside the organization.

This is done by transitioning our current reporting practices to input department level data into a central software system capable of producing graphic data displays known as dashboards. Once the staff is trained to input the data into this new software, I will be in a much better position to manage with data (performance measurement and management) and staff will be better able to make data-based decisions in departmental operations.

The other tremendous advantage of using such a software is that the process allows visualization of the data in formats that will be more meaningful to the County Council and the public.



Current Situation:

Over the last several years, I have been searching for a cost effective, quality product to develop a uniform, meaningful metrics reporting system for the County. I believe that the proposal from Envisio Solutions, Inc. is the way forward. This determination is based on review of other products, meetings with vendors and staffers, and consultation with the IT Department.

Staff Recommendation:

Accept the proposal from Envisio Solutions, Inc. to provide strategy execution, performance management & reporting software and related staff training.

Requested Action:

I am seeking a motion to:

***Accept the proposal from Envisio Solutions, Inc. (Option # 2 – Enterprise Licensing) to provide training, licensing, and software necessary to develop a performance management and reporting system for Jasper County, approving a total one-year expenditure of \$32,500 to be funded from the Intergovernmental Contractual Services line item (062-2405) of the FY 2023 Budget.***

As always, I remain available to you prior to the meeting should you have any questions.

APF



*Jasper*  
**County**  
South Carolina

# Envisio's Budgetary Estimate for Jasper County, SC

**Strategy Execution, Performance Management & Reporting Software**

**Envisio designated point of contact:**

Madison Dias

VP of Sales

604-349-2332

[mdias@envisio.com](mailto:mdias@envisio.com)

Submitted by:

**Envisio Solutions, Inc.**



 **2020 Haverford  
Award Winner**



 **2019 Haverford  
Award Winner**  
Empowering the local government  
working with local government

# Letter of Introduction

On behalf of the Envisio team, I am delighted to submit this budgetary estimate for a **Strategy Execution, Performance Management, and Reporting Software Solution for Jasper County, SC.**

We work exclusively with local governments and provide more than 150 public sector organizations with a purpose-built, all-in-one software solution for enterprise strategy execution, performance management, and reporting. For over 10 years, we have been helping local government organizations to implement their plans, track and improve performance, and communicate results.

It is our privilege to be able to support some of the country's highest-performing cities including 11 What Works Cities certified or member cities and 6 recipients of the ICMA Certificate of Excellence for Performance Management. Some of these cities and counties include Kent County, MI, Clayton County, GA, Broward County, FL, Scottsdale, AZ, Tempe, AZ, Kansas City, MO, Albuquerque, NM, Bellevue, WA, Gainesville, FL, Dallas, TX, and Grand Rapids, MI. We have also implemented a nationally recognized strategy and performance management program with the City of Irving, TX—a Malcolm Baldrige National Quality Award Winner.

Envisio's mission is to *Build Trusted Public Institutions*. Myself, and the rest of the team, are passionate about helping public sector organizations achieve their goals, increase trust and transparency with their residents and elected officials, and strengthen democracy within their communities. It's baked into everything we do—from our recruitment practices to our product development.

Our deep passion and understanding of the local government uniquely positions Envisio to help you achieve your strategy and performance management goals. We commend the leadership at Jasper County for their commitment to strategic planning, high performance, and transparency, and we are excited about the opportunity to work with you. If there are any questions, please do not hesitate to contact me directly.

Sincerely,

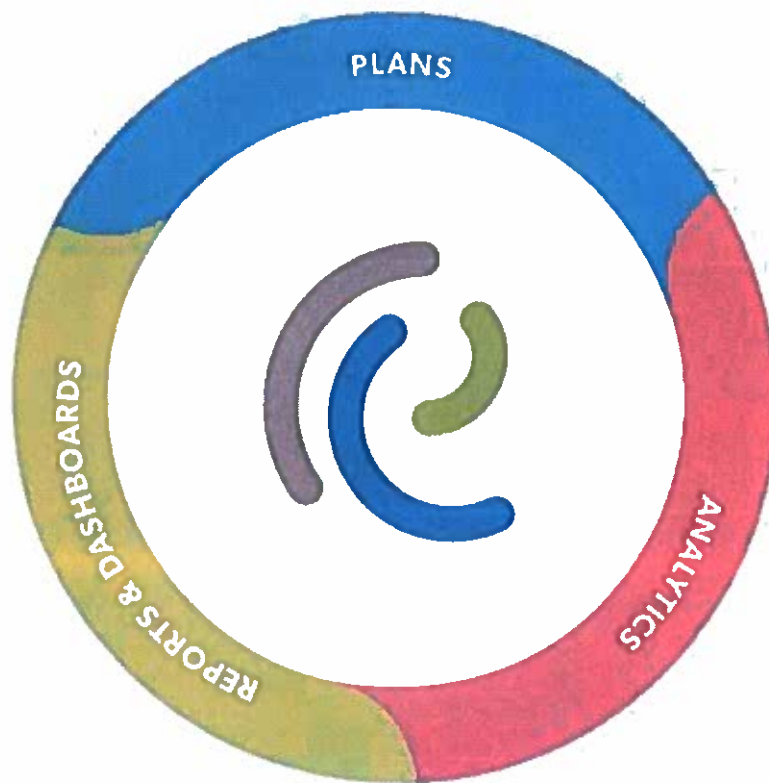
## Company Details

<b>Company Name</b>	Envisio Solutions. Inc.
<b>Address(s)</b>	780 - 650 West Georgia Street, Vancouver, BC, V6B 4N8 300 - 15300 Croydon Drive, Surrey, BC, V3Z 0Z5
<b>Website</b>	<a href="http://www.envisio.com">www.envisio.com</a>
<b>Company Background</b>	10 years in business. Envisio was founded in 2012 by a team of entrepreneurs who share a passion for public service and building technology to transform the way public sector organizations develop and execute plans, track and improve performance, and communicate results.
<b>Company Overview</b>	<p>Envisio is the most widely-used solution for strategy execution, performance management, and management reporting by public sector organizations in North America. The company was recently named to the Government Technology Top 10 International Companies and has been an Engaging Local Government Leaders (ELGL) Haverford Award winner for the past two years.</p> <p>Envisio's integrated platform is a cloud-based software-as-a-service (SaaS) application that helps local government organizations build trust with governing bodies and communities by transforming their ability to develop and execute plans, track and improve performance and communicate results. Envisio provides an easy way to manage all your plans and performance data in one place, easily communicate progress through internal reports and public dashboards, and leverage data to drive evidence-based decisions and governance.</p>

<p><b>Company Core Competencies</b></p>	<p>Envisio's core competencies are:</p> <ul style="list-style-type: none"> <li>● Strategic planning and execution</li> <li>● Performance measurement and management</li> <li>● User-friendly technology</li> <li>● Multiple plan management</li> <li>● Data analysis and visualization</li> <li>● Management reporting</li> <li>● Community dashboards</li> <li>● Implementation and onboarding</li> <li>● Performance benchmarking with peer jurisdictions</li> </ul>
<p><b>What types of clients make up your client base?</b></p>	<p>We work exclusively with these public sector organizations:</p> <ul style="list-style-type: none"> <li>● Local and state government</li> <li>● Public healthcare agencies</li> <li>● School districts</li> <li>● Community colleges</li> </ul>
<p><b>Licensing model</b></p>	<p>Envisio provides an enterprise subscription license that <b>includes unlimited users, plans, data, reports, dashboards, and premium support.</b></p> <p>Our subscription model is based on our extensive experience working with local government and understanding the importance of transparency and organization-wide adoption.</p>
<p><b>Commitment to minority and women employment</b></p>	<p>From day one, Envisio has always committed to a workplace of diversity and inclusion. Diversity is ingrained in who we're and who we will be in the future. 50% of the individuals on our leadership team are women, and 60% of our staff have minority backgrounds.</p>
<p><b>Provide access anywhere at any time</b></p>	<p>Envisio is a cloud-based SaaS solution and therefore is accessible anywhere at any time.</p>

## Proposed Solution

Envisio is the leader in strategy execution, performance management, and reporting software for local government. Envisio's integrated platform is a unique, cloud-based software application that can help with internal decision-making by developing and executing plans, tracking and improving performance, and communicating results. Envisio provides an easy way to manage all of your plans and performance data in one place, and easily communicate progress through internal and external reports and dashboards.



## Strategy Execution & Multiplan Management

- Get visibility into all of your plans and keep your team aligned with the things that matter
- Assign owners, contributors, and observers across departments
- Keep staff on track with automated reminders, checklists, and reports
- Manage multiple plans such as strategic plans, department work plan, CIP, etc.

## Performance Management & Data Analytics

- Easily collect, analyze, and visualize your performance data to drive better decisions
- Embed charts and graphs into your plans to track your performance measures
- Slice and dice your data to discover new insights about your organization's performance
- Build organizational capacity to leverage data to adopt an evidence-based governance approach

## Reports & Dashboards (Internal and External)

- Automate meaningful progress reports for your staff and for your council
- Share your story with your community via interactive public dashboards
- Be confident that your public dashboards are fully ADA and WCAG 2.1 compliant
- Easily design your dashboards to align with your brand

# Sample Envisio Reports & Dashboards

Here are some examples of the types of dashboards and reports you can easily create within Envisio to simplify your reporting processes.

## Strategic Plan Progress Report

### Overall Summary



### Plan Summary

#### Objective 1

Owner: Kelvin Bracewell



Goal 4 Strategy 15

Increase rate of growth

#### Objective 2

Owner: Kelvin Bracewell



Goal 3 Strategy 11

Create and nurture a culture of continuous improvement and strategic alignment

### EMS Incidents

Fire + First Responder + Highway Rescue

**267**

-47 fewer incidents

### Fire Incidents

per 1000 population

**22.1**

-2.5 fewer per 1000

### First Responder

per 1000 population

**44.9**

-12.4 fewer per 1000

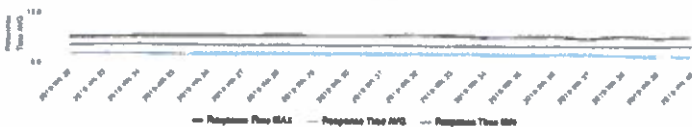
### Highway Rescue Incidents

per 1000 population

**5.5**

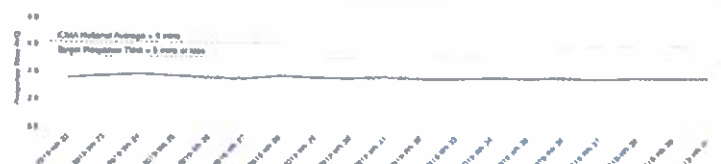
-0.3 fewer per 1000

Response Times in Minutes



Outliers > 12 minutes have been included

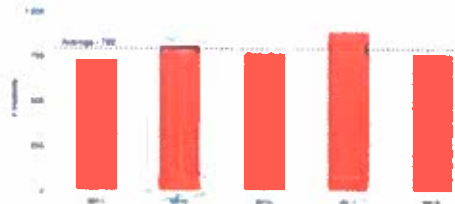
Response Time in Minutes vs National Targets



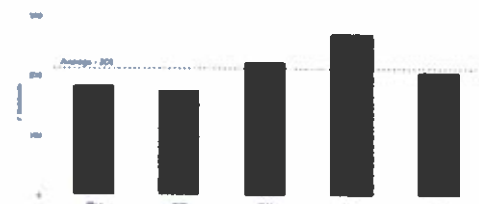
### Total Incidents YTD



### # Fire Incidents



### # Highway Rescue Incidents





# Budgetary Estimate

## Option #1 - Get Started License

- Includes onboarding/training, premium support, and unlimited users
- Includes 1 active plan

Description	Price
Get Started Subscription License Fee	\$20,000 / annually
Implementation & Training Services	\$7,500 / one-time
Ongoing Maintenance & Technical Support	Included
<b>Year 1 Total</b>	<b>\$27,500 USD</b>
Optional Items	Price
Additional Years Annual License Fee	\$20,000 / annually

## Option #2 - Enterprise License

- Includes onboarding/training, premium support, and unlimited users
- Includes unlimited active plans

Description	Price
Enterprise Subscription License Fee	\$25,000 / annually
Implementation & Training Services	\$7,500 / one-time
Ongoing Maintenance & Technical Support	Included
<b>Year 1 Total</b>	<b>\$32,500 USD</b>
Optional Items	Price
Additional Years Annual License Fee	\$25,000 / annually

# AGENDA ITEM:

## XIV

Council Members Comments

# AGENDA ITEM:

## XV

### *Administrator's Report*



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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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 October 3, 2022**

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- 1. Leadership and Governance Exercise for County Council and Senior Staff:**  
Staff looks forward to working with County Council in your leadership and governance exercise on October 5.
- 2. Jasper County's Employee Assistance Program (EAP):**  
We are proud to be able to offer a variety of no-cost services to County employees through the County's EAP. A list of available services follows this report.
- 3. Utility Property Tax Exemption Request -Dominion Energy Carolina Gas Transmission, LLC.:**  
I have received notice that a property tax exemption request submitted by Dominion has been denied by the SC Dept. of Revenue. Copies of the correspondence and department determination follow this report.
- 4. SC Court Administration's "S.C. Courts Mental Health Initiative":**  
The SC Judicial Branch is beginning a collaborative, statewide initiative to improve the administration of justice for individuals affected by mental health issues. Information about the effort as well as how you can get involved follows this report.
- 5. International City/County Management Assoc. (ICMA) 2022 Annual Conference:**  
I want to thank you for the opportunity to attend the annual conference held Sept. 17-21 in Columbus, Ohio. The 2022 conference marked the largest gathering of local government managers in the world and provided me the opportunity to gain some valuable training and connect and network with many colleagues.

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

# Life comes with challenges. Your Assistance Program is here to help.

Your Assistance Program can help you reduce stress, improve mental health, and make life easier by connecting you to the right information, resources, and referrals.

All services are free, confidential, and available to you and your family members. This includes access to short-term counseling and the wide range of services listed below:

## **Mental Health Sessions**

Manage stress, anxiety, and depression, resolve conflict, improve relationships, overcome substance abuse, and address any personal issues.

## **Life Coaching**

Reach personal and professional goals, manage life transitions, overcome obstacles, strengthen relationships, and build balance.

## **Financial Consultation**

Build financial wellness related to budgeting, buying a home, paying off debt, managing taxes, preventing identity theft, and saving for retirement or tuition.

## **Legal Consultation**

Get help with personal legal matters including estate planning, wills, real estate, bankruptcy, divorce, custody, and more.

## **Work-Life Resources and Referrals**

Obtain information and referrals when seeking childcare, adoption, special needs support, eldercare, housing, transportation, education, and pet care.

## **Personal Assistant**

Save time with referrals for travel and entertainment, seeking professional services, cleaning services, home food delivery, and managing everyday tasks.

## **Medical Advocacy**

Get help navigating insurance, obtaining doctor referrals, securing medical equipment or transportation, and planning for transitional care and discharge.

## **Wellness**

Build holistic well-being with health coaching, wellness courses, fitness videos, mindfulness exercises, and a variety of fun, engaging tools, challenges, and activities.

## **Member Portal and App**

These digital tools enable you to access your benefits 24/7/365 with online requests and chat options. They also provide easy access to thousands of articles, webinars, podcasts, and tools covering total well-being.



Call: 866-216-1996

Visit: [www.myassistanceprogram.com/allonehealth](http://www.myassistanceprogram.com/allonehealth)

[www.Allonehealth.com](http://www.Allonehealth.com)

Code: JASPER084

**ALLONE**  
HEALTH

STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
OFFICE OF GENERAL COUNSEL

Physical Address:  
300A Outlet Pointe Blvd.  
Columbia, SC 29210



Main Line: 803.898.5130  
Facsimile: 803.896.0171

September 21, 2022

**VIA FIRST CLASS US MAIL & EMAIL**

Monica Wilson  
Jasper County Auditor  
PO Box 807  
Ridgeland, SC 29936  
[mwilson@jaspercountysc.gov](mailto:mwilson@jaspercountysc.gov)

Re: Department Determination  
Dominion Energy Carolina Gas Transmission, LLC  
Utility Property Tax Exemption 2021  
DOR File No.: 220281

Dear Ms. Wilson:

The South Carolina Revenue Procedures Act (RPA) requires the South Carolina Department of Revenue (Department) to notify a county when it issues a final agency determination involving a property tax dispute with a taxpayer if the resolution of that dispute may affect the county in which the property is situated. *See* S.C. Code Ann. § 12-60-30, -450, -2120, -2140, and -2150.

**Accordingly, please allow this letter to serve as notice, pursuant to S.C. Code Ann. 12-60-450(E), that your county may be affected by the Department Determination that the South Carolina Department of Revenue is issuing today in the above-referenced matter. A copy of the Department Determination is enclosed for your convenience.**

If you disagree with the Determination, you may request a contested case hearing before an Administrative Law Judge in accordance with the Revenue Procedures Act. If you choose to pursue such remedy, you must do so within thirty (30) days of the date of this letter. *See* S.C. Code Ann. 12-60-450(E)(3). If you fail to respond within this time limitation, you will lose your right to appeal the Department Determination. Should you desire a contested case hearing, you must complete the enclosed request form and mail it, along with a \$500.00 filing fee, to the Administrative Law Court at the address stated on the form's instruction sheet.

The Administrative Law Court rules require that you also send me a copy of your request. My address is as follows: 300A Outlet Pointe Blvd., Columbia, SC 29210.

By copy of this letter I am also providing notice to the county auditor, assessor, and treasurer. The Department is also notifying the Taxpayer by a separate letter.

With kind regards, I am

Sincerely,



Marcus D. Antley, III, Esquire  
Associate Counsel  
[Marcus.Antley@dor.sc.gov](mailto:Marcus.Antley@dor.sc.gov)  
803.898.5623

MDA/hch  
Enclosures

cc: Andrew Fulghum, Jasper County Administrator (via email only)  
Susan Waite, Jasper County Assessor (via email only)  
Verna Garvin, Jasper County Treasurer (via email only)  
David Tedder, Esquire, Jasper County Attorney (via email only)

## DEPARTMENT DETERMINATION

### Taxpayer:

Dominion Energy Carolina Gas Transmission, LLC  
P.O. Box 27026  
Richmond, VA 23261-7026

### Period Involved:

2021 Property Tax Year

### Matter in Dispute:

Is Dominion Energy Carolina Gas Transmission, LLC (the Taxpayer) entitled to an ad valorem property tax exemption under S.C. Code Ann. § 12-37-220(A)(8) (2014)?

### Assessments in Dispute<sup>1</sup>:

Tax Year	Property Tax Assessment (without exemption)	Property Tax Assessment (with exemption)	Portion of Assessment Claimed as Pollution Control Property
2021	\$32,499,590.00	\$31,430,380.00	\$1,069,207.00

### Determination:

The Taxpayer is not entitled to an ad valorem property tax exemption under § 12-37-220(A)(8).

### Relevant Facts:

1. The Taxpayer is a pipeline company that transports natural gas. The Taxpayer does not engage in production.<sup>2</sup>
2. The property at issue in this matter is located in the following South Carolina counties: Aiken, Allendale, Bamwell, Berkeley, Calhoun, Charleston, Cherokee, Chesterfield, Clarendon, Colleton, Darlington, Dillon, Dorchester, Edgefield, Florence, Georgetown, Greenwood, Hampton, Jasper, Kershaw, Lancaster, Laurens, Lee, Lexington, Marion, Marlboro, Newberry, Orangeburg, Richland, Saluda, Spartanburg, Union, Williamsburg, and York (the "affected counties").
3. On April 30, 2021, the South Carolina Department of Revenue's (the "Department")

<sup>1</sup> The Taxpayer does not dispute the valuation of the property or the valuation method.

<sup>2</sup> The Taxpayer describes itself as "a transportation-only service provider."

<https://www.bhegts.com/our-businesses/CGT> (last visited September 13, 2022).



Government Services Division received the Taxpayer's 2021 property tax return, which claimed an ad valorem tax exemption under § 12-37-220(A)(8). On August 19, 2021, the Department issued a proposed assessment, which denied the pollution control exemption for the claimed property because it was not facilities or equipment of industrial plants.

4. On November 15, 2021, the Taxpayer protested the tax year 2021 proposed assessment.
5. On November 17, 2021, the Department notified the treasurers, auditors, assessors, and administrators for the affected counties of the Taxpayer's appeal of the 2021 proposed assessment.
6. On September 7, 2022, the Department's Government Services Division forwarded the Taxpayer's written protests for tax year 2021 to the Department's Appeals Section. Because the sole issue in this matter is a legal dispute regarding whether the Taxpayer is entitled to claim the exemption, the Appeals Section was unable to resolve the matter and forwarded the file to the Office of General Counsel for the issuance of this Department Determination.

**Analysis:**

When a taxpayer timely files an exemption application, the Department is required to determine whether the property qualifies for the exemption. S.C. Code Ann. § 12-4-710 (2014). This determination is made only after a proper investigation. S.C. Code Ann. § 12-4-730 (2014). It is well established in South Carolina that an exemption of private property is strictly construed – taxation is the rule and exemption is the exception. *State v. City of Columbia*, 115 S.C. 108, 104 S.E.2d 337 (1920). Exemption statutes are narrowly construed, and taxpayers bear the burden of bringing themselves squarely within the parameters of the statute granting the exemption. *See Owen Indus. Prods., Inc. v. Sharpe*, 274 S.C. 193, 262 S.E.2d 33 (1980); *S. Soya Corp. of Cameron v. Wasson*, 252 S.C. 484, 167 S.E.2d 311 (1969); *S. Weaving Co. v. Query*, 206 S.C. 307, 34 S.E.2d 51 (1945).

I. **The Taxpayer is not entitled to an ad valorem property tax exemption under § 12-37-220(A)(8).**

South Carolina law provides for a tax on “[a]ll real and personal property in this State . . . .” S.C. Code Ann. § 12-37-210 (2014). This general rule is subject to delineated exceptions which provide tax exemptions for certain property. Section 12-37-220(A)(8) states, in part, that:

(A) [T]here is exempt from ad valorem taxation:

\*\*\*

- (8) all facilities or equipment of industrial plants which are designed for the elimination, mitigation, prevention, treatment, abatement, or control of water, air, or noise pollution, both internal and external, required by the state or federal government and used in the conduct of their business. At the request of the Department of Revenue, the Department of Health and

Environmental Control shall investigate the property of any manufacturer or company, eligible for the exemption to determine the portion of the property that qualifies as pollution control property. Upon investigation of the property, the Department of Health and Environmental Control shall furnish the Department of Revenue with a detailed listing of the property that qualifies as pollution control property. For equipment that serves a dual purpose of production and pollution control, the value eligible for the ad valorem exemption is the difference in cost between this equipment and equipment of similar production capacity or capability without the ability to control pollution...

The exemption listed in this subsection is generally referred to as a "pollution control" exemption. To qualify for the pollution control exemption, the claimed property must be: 1) facilities or equipment of industrial plants; 2) designed for the elimination, mitigation, prevention, treatment, abatement, or control of water, air, or noise pollution; 3) required by the state or federal government; and 4) used in the conduct of their business.

All property claimed by the Taxpayer under the pollution control exemption fails the first element because the claimed property is not a facility<sup>3</sup> or equipment of an industrial plant. The Taxpayer is a pipeline company, and all property the Taxpayer submitted as exempt under § 12-37-220(A)(8) is connected to its pipeline, not an industrial plant. Although § 12-37-220(A)(8) does not explicitly define the term industrial plant, the statute references "property of any *manufacturer* or company, eligible for the exemption," (emphasis added).<sup>4</sup> Section 12-37-220(A)(8) further references, "equipment that serves a dual purpose of *production* and pollution control." See also 42 U.S.C.A. § 6326 (West) ("The term 'industrial plant' means any fixed equipment or facility which is used in connection with, or as part of, any process or system for industrial *production* or *output*." {emphasis added}). Further, the usual, customary, ordinary, and popular meaning of "industrial plant" involves manufacturing and production. Merriam-Webster's Online Dictionary defines "plant" as:

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<sup>3</sup> S.C. Code Ann. Regs. 117-1700.5 (2012) provides, "A 'facility' is generally a single physical location, where a taxpayer's business is conducted or where its services or industrial operations are performed. Where two or more distinct and separate economic activities are performed at a single physical location, each separate economic activity will be treated as a separate facility when: (1) each activity has its own separate and dedicated personnel; (2) separate reports can be prepared on the numbers of employees, their wages and salaries, sales, or receipts and expenses; (3) and employment and output are significant as to the activity. For purposes of item (2) above, it is irrelevant if separate reports are actually prepared, so long as separate reports can be prepared, this criteria is met."

<sup>4</sup> Additionally, S.C. Code Ann. Regs. 117-1700.7 (2012) provides "[a] plant site shall consist of all land contiguous to a plant which is related to the overall *manufacturing* operation..." (emphasis added). Because the Taxpayer is transporting the product rather than manufacturing or producing it, the Taxpayer does not have a plant site for an industrial plant.

- a: the land, buildings, machinery, apparatus, and fixtures employed in carrying on a trade or an industrial business;
- b: a factory or workshop for the manufacture of a particular product also: POWER PLANT;
- c: the total facilities available for production or service;
- d: the buildings and other physical equipment of an institution.

(emphasis added) *Plant*, MERRIAM-WEBSTER'S ONLINE DICTIONARY, <https://www.merriam-webster.com/dictionary/plant> (last visited February 8, 2021).<sup>5</sup> In Merriam-Webster's Online Dictionary, "Industrial" is defined as "of or relating to industry." *Industrial*, MERRIAM-WEBSTER'S ONLINE DICTIONARY, <https://www.merriam-webster.com/dictionary/industrial> (last visited February 8, 2021). Merriam-Webster's Online Dictionary defines "industry" as:

- a: manufacturing activity as a whole (the nation's industry);
- b: a distinct group of productive or profit-making enterprises (the banking industry);
- c: a department or branch of a craft, art, business, or manufacture (especially one that employs a large personnel and capital especially in manufacturing);
- d: systematic labor especially for some useful purpose or the creation of something of value.

(emphasis added) *Industry*, MERRIAM-WEBSTER'S ONLINE DICTIONARY, <https://www.merriam-webster.com/dictionary/industry> (last visited February 8, 2021). Throughout these definitions, there is a consistent theme that manufacturing and production is an essential element of "industry" and "plants." Therefore, the exemption is limited to companies that manufacture or produce.

None of the Taxpayer's property is facilities or equipment of industrial plants. Because exemption statutes are narrowly construed and the Taxpayer has not brought itself squarely within the parameters of the statute granting the exemption, the Taxpayer is not entitled to an ad valorem property tax exemption under § 12-37-220(A)(8) for property tax year 2021.

### Conclusion:

In South Carolina, exemption statutes are construed narrowly, and a taxpayer bears the burden of bringing itself squarely within the parameters of the statute that grants the exemption. In this case, the Taxpayer failed to carry that burden, and the denial of the property tax exemption is proper.

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<sup>5</sup> Although South Carolina law does not define "plant," Regulation 117-1700.7 defines "plant site" as "all land contiguous to a plant which is related to the overall manufacturing operation..." (emphasis added). S.C. Code Ann. § 12-43-220(a)(3) and (4) (2014) references "the plant site of the manufacturer" and "the manufacturing plant," respectively.

**Department Determination drafted by Department Representative:**

Marcus D. Antley, III, Esquire  
Associate Counsel  
South Carolina Department of Revenue

September 21, 2022

**Filing and Assignment of a Contested Case with the Administrative Law Court**

Complete the Request for Contested Case Hearing and Certificate of Service form in its entirety. File the original by mailing it or hand delivering it to the Administrative Law Court, along with a copy of the decision from the agency (for example: Department Determination) and the appropriate filing fee. Be sure to serve a copy of the Request on the agency which you are appealing (see address below) as well as any other known parties or protestants.

Your case will be deemed filed with the Administrative Law Court upon receipt of your request and filing fee, and will normally be assigned to an administrative law judge within a week of filing. You should receive a Notice of Assignment within a few days of your case being assigned. The Notice of Assignment will have the case caption, docket number, date of filing and the name of the administrative law judge assigned to your case. Once your case has been assigned, all filings and questions regarding your case should be directed to the assigned judge.

Clerk's Office  
South Carolina Administrative Law Court  
1205 Pendleton Street, Suite 224  
Columbia, SC 29201

South Carolina Department of Revenue  
Office of General Counsel  
300A Outlet Pointe Boulevard  
Columbia, SC 29210

**South Carolina Administrative Law Court (SC ALC)**  
**Request for Contested Case Hearing FORM**  
Mail to: 1205 Pendleton St., Suite 224, Columbia, SC 29201

Last Name: \_\_\_\_\_ First: \_\_\_\_\_ Middle: \_\_\_\_\_  Mr.  Miss  Mrs.  Ms. Docket No. (To Be Completed by ALC) \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State and Zip: \_\_\_\_\_  
Home Number: \_\_\_\_\_ Work Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_ \*E-Mail Address: \_\_\_\_\_

\*By providing your e-mail address, you consent to receive court orders and notices via electronic transmission

**REPRESENTATION**

Are you representing yourself?  Yes  No  
Are you represented by an Attorney?  Yes  No Name of Attorney: \_\_\_\_\_  
Attorney Mailing Address: \_\_\_\_\_ City, State and Zip: \_\_\_\_\_  
Attorney Work Number and Cell Number: \_\_\_\_\_ Attorney E-Mail Address: \_\_\_\_\_

**CASE INFORMATION**

**Name of Agency that Issued the Decision:**  
(Example – Dept. of Revenue, Dept. of Insurance, DHEC) \_\_\_\_\_  
In order to have your case processed, you must attach the agency decision. Is It attached?: \_\_\_\_\_ If no, please explain: \_\_\_\_\_  
 Yes  No  
Date the decision was issued: \_\_\_\_\_ Date the decision was received: \_\_\_\_\_  
Please provide a brief statement regarding why the hearing is being requested and the relief sought: \_\_\_\_\_

Payment via  Check  Money Order  Cash for \$ \_\_\_\_\_ (applicable filing fee pursuant to ALC Rule 71) is being  
submitted today to the Administrative Law Court via \_\_\_\_\_  U.S. Postal Service  Hand-delivery

\_\_\_\_\_  
*X* Your Signature or Signature of Attorney \_\_\_\_\_ Date \_\_\_\_\_

**PROOF OF SERVICE (MUST BE COMPLETED)**

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

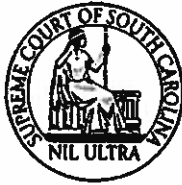
I hereby certify that on the date and place listed above, I served a copy of the foregoing Request for Contested Case Hearing on all other parties to this matter by depositing the same in the United States Mail, postage paid, and addressed as follows (use the reverse side for any additional names):

\_\_\_\_\_  
Name and/or Agency Name \_\_\_\_\_ Address \_\_\_\_\_ City, State and Zip \_\_\_\_\_

\_\_\_\_\_  
Name and/or Agency Name \_\_\_\_\_ Address \_\_\_\_\_ City, State and Zip \_\_\_\_\_

\_\_\_\_\_  
*X* Your Signature or Signature of Attorney \_\_\_\_\_ Date \_\_\_\_\_

**Attention:** All cases filed in the Administrative Law Court are subject to the Rules of Procedure found at the Court's website [www.scalc.net](http://www.scalc.net) or from the Clerk of Court. Failure to follow these rules may result in dismissal of your case.



**South Carolina Court Administration**  
**South Carolina Supreme Court**  
**Columbia, South Carolina**

TONNYA K. KOHN  
STATE COURT ADMINISTRATOR

1220 SENATE STREET, SUITE 200  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE: (803) 734-1800

September 26, 2022

Dear South Carolina Mental Health Stakeholder:

As you are no doubt aware, mental health issues exact an enormous social and economic toll on our country, state and communities, and have a significant impact on many parts of our society, including law enforcement and the judicial system. At the direction of Chief Justice Donald W. Beatty, the South Carolina Judicial Branch is beginning a collaborative, statewide initiative to improve the administration of justice for individuals affected by mental health issues. Chief Justice Beatty has invited Executive Branch and Legislative Branch leaders to join this initiative, and he has received favorable responses.

The **S.C. Courts Mental Health Initiative** will culminate in a statewide Summit to be held in 2023, but first, we will lay some groundwork:

- In preparation for a series of convenings and the Summit, the Judicial Branch will host a series of webinars on October 13, 20, and 27, 2022, to provide important foundational information. You may register for the webinars at the website address below. Please share this information with others who might be interested.  
<https://www.sccourts.org/MentalHealth/Initiative.cfm>
- We will host stakeholder meetings in each of the state's 16 judicial circuits. You and your organizations are important stakeholders in this effort and your participation in this year-long initiative is key to its success. In addition to judges and court officials, you will work alongside other state and local behavioral health organizations, law enforcement officials, lawmakers, healthcare providers, prosecuting attorneys, defense attorneys, and others.
- The Judicial Branch will convene a Statewide Summit in fall 2023 that will combine educational sessions with opportunities for state and local planning to improve judicial system responses to mental health issues. With your participation, and a thorough examination of the mental health issues facing our state, the Judicial Branch hopes to develop the policies, resources, tools, and other practices needed to create a more effective, fair, and timely judicial system for individuals facing mental health issues.

Sincerely,

Tonnya K. Kohn  
State Court Administrator



## 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 September 7, 2022 – October 3, 2022**

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1. **County-wide Impact Fee Study:**  
Met with Town of Ridgeland staff and City of Hardeeville staff on Sept. 8. Consensus reached with municipalities on road projects. Draft list, cost estimates, and maps sent to impact fee study consultant. Awaiting draft report.
2. **Affordable Housing:**  
Met with County staff and Mr. Tedd Moyd of Jasper County Neighbors United (JCNU) on Sept. 12 re: potential affordable housing projects.
3. **Ridgeland-Claude Dean Airport:**  
Reviewed correspondence re: derelict aircraft and private fuel operation. Attended Breakfast Club meeting on Sept 11.
4. **Various Development Projects:**  
Attended meetings with County staff, SCA staff, and outside counsel on September 7, 14, and 28 to review active economic development projects. Various calls and meetings re: Exit 3, Cypress Ridge Business/Industrial Park speculative building # 4, Project Ice, Project Refurb, and Project Silver Star.
5. **International City/County Management Association (ICMA) Annual Conference:**  
Attended conference in Columbus, OH Sept. 17-21.
6. **Public Facilities:**  
Reviewed status of the following projects: Farmers' Market Renovation, Pratt Memorial Library Renovation, and Ridgeland-Claude Dean Airport improvements. MB Kahn, Woods Dendy Architects, and Holt Consulting Company working on these efforts.



Participated in meeting with Regional Library Director, Friends of the Pratt Memorial Library representative, branch director, and County staff on Sept. 22 to review status of renovation project.

7. Other Meetings/Events Attended or Scheduled to Attend:  
Stakeholders meeting at intersection of S-27-19 and Hwy 462 on Sept. 9, meeting with SC Secretary of Veterans Affairs on Sept. 12, function at Royal Live Oaks Charter School on Sept. 12, Hurricane Ian prep. meetings and discussions, and State sponsored dinner in Bluffton re: the CJ Cup Tournament on Sept. 28.



**Congress of the United States**  
**House of Representatives**  
**Washington, DC 20515-4006**

August 31, 2022

Dear Friends,

As a former public-school teacher and a lifelong education advocate, I place great faith in ensuring we make quality education accessible and affordable for all students. That is why I am proud to inform you of President Biden's authorization for the expansion of the Public Service Loan Forgiveness (PSLF) program.

First created in 2007, the PSLF program was designed to forgive federal student loans to qualified borrowers working in the public service sector. In October of 2021, President Biden enacted a temporary expansion of the program because of the COVID-19 pandemic. This expansion waived several eligibility requirements so that more borrowers qualified for student loan forgiveness. Since then, over 175,000 federal student loan borrowers found debt relief totaling over \$10 billion.

Americans in public service constitute a vibrant national network of innovators, civic leaders, and entrepreneurs who share a common creed to keep our community strong and secure. Our work to expand the PSLF ensures that the public service sector has a place for Americans of all backgrounds and identities to work with compassion and resilience.

The Limited PSLF Waiver is set to expire after October 31 of this year. However, my colleagues and I are actively working to ensure that the application process is as convenient and streamlined as possible. To that end, my office, in partnership with the U.S. Department of Education, cordially invites you to attend an informational webinar on *Wednesday September 7<sup>th</sup> at 5:00pm*. This webinar will be an opportunity for you to familiarize yourself with the PSLF program and ask any questions you may have regarding its benefits. For information on how to register for this event, please visit [www.Clyburn.House.Gov/PSLF](http://www.Clyburn.House.Gov/PSLF) or contact my office at 803-799-1100.

Sincerely,

James E. Clyburn  
U.S. House of Representatives  
Majority Whip

# FROM PUBLIC SERVICE TO FINANCIAL FREEDOM

THE PUBLIC SERVICE LOAN  
FORGIVENESS PROGRAM

WEDNESDAY, SEPTEMBER 7 | 5 PM EST



The PSLF program offers a pathway to student loan forgiveness for eligible borrowers employed by a federal, state, local, or tribal government or nonprofit organization.

Join U.S. Congressman James E. Clyburn (SC-06) and the U.S. Department of Education to see if you qualify.

**RSVP: [Clyburn.House.Gov/PSLF](https://www.house.gov/PSLF)**

## Public Service Loan Forgiveness Summary of Changes

- Jasper County is a qualifying employer for PSLF.
- For a limited time, you may receive credit for past periods of repayment on loans that would otherwise not qualify for PSLF.
- If you have Federal Family Education (FFEL) Program loans, Perkins, or other federal student loans, you'll need to consolidate your loans into a Direct Consolidation Loan to qualify for PSLF, both in general and under the waiver.
- To be considered for the limited PSLF waiver, you must have a Direct Loan. If you don't, you have until **Oct. 31, 2022**, to consolidate your loans into a Direct Loan.
- Forbearance periods of 12 consecutive months or greater, or 36 cumulative months or greater will count under the waiver. In fall 2022, ED will begin making account adjustments to include these periods. Forbearance periods provided by the COVID-19 Emergency Relief Flexibilities are not included toward these months.
- Months spent in deferment before 2013 will count under the waiver. Additionally, ED will include Economic Hardship Deferment on or after January 1, 2013. These periods of deferment will also be applied to your account in fall 2022.
- Periods of default and in-school deferment, still do not qualify.

Normal PSLF Requirements	Included in Limited PSLF Waiver Until Oct. 31
Direct Loan payments only	Payments on Direct, Perkins, or FFEL Loans
Payments through Standard or income-driven repayment plans only	Payments through any repayment plan (including Graduated, Extended, and others)
Full, on-time payments only	Late or partial payments
Must be employed full-time by a qualified employer at the time of applying for forgiveness	Can get forgiveness if not employed by a qualifying employer at the time of applying for forgiveness.
Period of service for Teacher Loan Forgiveness (TLF) can't also count toward PSLF	Period of service for TLF can count toward PSLF, as long as you certify employment for that period

For more information, check out the following resources. You can always reach out to your loan servicer with any questions or concerns.

- [PSLF waiver information](#)
- [PSLF information](#)
- [PSLF application](#)
- [PSLF Q&As](#)

**DEADLINE IS OCTOBER 31, 2022**



August 17, 2022

Mr. Andrew Fulghum  
County Administrator, Jasper County  
P. O. Box 1149  
Ridgeland, South Carolina 29936

**RE: Programming Advisory**

Dear Mr. Fulghum,

We are committed to keeping you and our customers informed about changes to Xfinity TV services in Jasper County. Accordingly, please note the following changes to Russian language programming effective September 7, 2022. Impacted customers are being notified through bill messages.

- Russian: RTVI \$14.99/mo, Russian: Impact TV (\$6.99/mo), Russian: TV1000 Kino (\$9.99/mo) and Russian: RTN (\$14.99/mo) will be available as separate channels, more information is available at [xfinity.com/russian](http://xfinity.com/russian).
- RUSSIANCH will be renamed Russian: RTN, available at \$14.99 per month.
- Impact TV: Russian Add-On will be renamed Russian: Impact TV available at \$6.99 per month.
- Russian 2 Pack, including RTN and TV1000 Kino, will be available at \$19.99 per month.
- Russian 3 Pack, containing RTN, RTVI and TV1000 Kino, will be available at \$24.99 per month.
- Channels CIR, RTR Planeta, and Rossiya 24 are no longer available on Xfinity.
- Russian 2 Pack, containing CIR and NTV, will be discontinued.
- Russian 4 Pack will be discontinued.
- Russian 5 Pack will be discontinued.
- Russian 8 Pack will be discontinued.

Please contact me at 912.675.8777 if you have any questions.

Sincerely,

Ronald McGee  
Senior Manager, External Affairs



## 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)

September 12, 2022

### VIA ELECTRONIC MAIL ONLY

Mr. Jason Ferrara  
Renewable Energy Project Manager  
Dominion Energy  
Renewable Operations

Re: Moffett Solar 1, LLC Decommissioning Cost Update

Dear Mr. Ferrara:

Thank you for your letter of August 10, 2022. Jasper County acknowledges your submittal of a five-year decommissioning estimate for the above-referenced project as required by the Jasper County Zoning Ordinance.

Sincerely,

Andrew P. Fulghum  
County Administrator

CC: Ms. Lisa Wagner, Director of Planning and Building Services  
Mr. David Tedder, County Attorney

*via email only*  
*via email only*



August 10, 2022

Andrew P. Fulghum  
County Administrator  
PO Box 1149  
358 Third Avenue  
Ridgeland, SC 29936

**Subject: Moffett Solar 1, LLC Decommissioning Cost Update (Year 5)**

**Reference: State of South Carolina, County of Jasper Ordinance #2016-13, Article 8.7.6 of the Jasper County Zoning Ordinance**

Dear Mr. Fulghum,

I am writing to inform Jasper County that Dominion Energy has completed the five-year decommissioning cost estimate update for the subject project in accordance with Article 8.7.6 (Decommissioning) of the Jasper County Zoning Ordinance. Please see attached document for the updated decommissioning cost estimate.

Please contact me at 804-658-7016 or [Jason.L.Ferrara@dominionenergy.com](mailto:Jason.L.Ferrara@dominionenergy.com) should you have any questions regarding this estimate.

Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Jason Ferrara".

Jason Ferrara  
Renewable Energy Project Manager  
Dominion Energy  
Renewables Operations

# Kimley»»Horn

## Memorandum

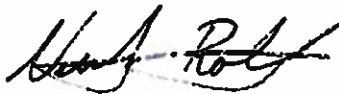
**To:** Jason Ferrara – Renewable Energy Project Manager, Dominion Energy  
**From:** Nicholas Robertson, P.E. – Project Manager  
**Date:** August 1, 2022  
**Subject:** Moffett Solar 1 – Decommissioning Estimate Year 5

**KHA #:** 113298082

Kimley-Horn has prepared a decommissioning estimate update for the Moffett Solar Farm I located in Ridgeland, South Carolina. The Year 5 decommissioning estimate is provided in Attachment A. The estimate includes removal of all underground cables and all racking and posts through site reclamation. Refer to the following estimate for Year 5 for the itemized cost for both the decommissioning process and the salvage value. The Year 5 decommissioning estimate is negative (e.g. salvage value is greater than decommissioning costs).

Since Dominion is required to re-evaluate the decommissioning costs every five years as a condition of their development agreement, estimates were prepared for 5-year intervals to capture the declining value of the solar module salvage value over the life of the project for planning purposes. The salvage value calculation is based upon Kimley-Horn's interpretation of the market. We have used straight line depreciation starting at 80% of the initial value of \$0.35/W<sub>DC</sub> down to a floor value of \$0.10/W<sub>DC</sub>. In addition, the salvage value also accounts for the 0.8% annual degradation of each panel's output.

Regards,



Nicholas L. Robertson, P.E.  
Project Manager



Ashton R. Smith, P.E.  
Project Manager





Midwest Solar 1 - 71.4 MW Solar Project: Year 5 Decommissioning Estimate

Item	Quantity	Unit	Unit Price	Total	Comments
Modules (Pvt) based on 225 unit	270,000				
Mounting Hardware	50,000				
Project Box (PC)	2				
IP Wiring	1,255,000				
Grounding	50,000				
Ground Poles (12" dia, 8' spacing)	6,350				
Ground Rods (1/2" dia, 8' spacing)	575.0				
71 cell poly-crystalline PV modules	77,137				
71 cell mono-crystalline PV modules	43				
Transformer	8,000				
Capacitor	50				
Aluminum	170				

LABOR RATE ANALYSIS

Category	Hourly Rate	OT	Comments
Operator	\$ 49.49	2	\$ 98.98
Laborer	\$ 28.99	5	\$ 144.95
Excavator	\$ 52.43	3	\$ 157.29
Breaker	\$ 25.17	0.5	\$ 12.59
Forklift	\$ 47.78	9	\$ 430.02
Welder	\$ 21.90	3	\$ 65.70
Lead	\$ 24.83	3	\$ 74.49
Truck	\$ 13.44	6	\$ 80.64
Stripper	\$ 54.02	3	\$ 162.06
File Driver	\$ 48.36	30	\$ 1,450.80

Unit	Quantity	Unit Price	Total	Comments
Estimated Steel Salvage	189.00	\$ 1,512,000.00	\$ 285,108.00	8/17/2022 - 01 1M43
Transformer/switchgear/Power	2,000.00	\$ 40,000.00	\$ 80,000.00	
Equipment/Oil/Gas Container	2,000.00	\$ 2,000.00	\$ 4,000.00	
Permit Expenses or Necessary	47.28	\$ 12,820,880.42	\$ 607,200.00	8/17/2022 - 01 1M43
Estimated Copper Salvage	2.40	\$ 280,000.00	\$ 672,000.00	
Estimated Aluminum Salvage	0.85	\$ 287,000.00	\$ 243,950.00	
Permit and fence posts	189.00	\$ 11,075.00	\$ 2,083,268.42	
<b>Total Salvage Value</b>			<b>\$ 4,685,566.42</b>	

Equipment	Quantity	Unit Price	Total	Comments
Concrete Dump	518-CY	\$ 55.48	\$ 28,740.72	
Transfer Foundation (ROAD)	140	\$ 55.48	\$ 7,767.20	
Excavator	6,000-CY	\$ 13.48	\$ 80,880.00	
Breaker	50,000-LF	\$ 55.48	\$ 2,774,000.00	
Ground Poles (12" dia, 8' spacing)	6,350	\$ 18.48	\$ 117,048.00	
Ground Rods	575	\$ 18.48	\$ 10,608.00	
Transformer	8,000-CY	\$ 13.48	\$ 107,840.00	
Capacitor	50	\$ 13.48	\$ 674.00	
Aluminum	170	\$ 13.48	\$ 2,291.60	

Category	Value
Net Decommissioning Cost (minus salvage values)	\$ 284,189.48
Overhead G&A (5%)	\$ 14,209.47
Escalation (0%)	\$ 0.00
Fee/Profit (8%)	\$ 22,735.16
<b>Overall EPC Cost (minus salvage)</b>	<b>\$ 321,134.11</b>

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over comparable bidding or market conditions. Estimates of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposed, bid, or actual construction costs will

NOVEMBER

09

2022

*Jasper County*

Health

& Benefits

FAIR



JASPER COUNTY FARMERS MARKET  
9935 JACOB SMART BLVD.  
RIDGELAND, SC

OPEN TO JASPER COUNTY AND TOWN OF RIDGELAND  
EMPLOYEES, RETIREES, AND DEPENDENT SPOUSES

**FREE HEALTH SCREENINGS  
(MUST BE ENROLLED IN PEBA's HEALTH PLAN)**

8:30am-12pm

HEALTH & BENEFITS FAIR INCLUDES:

INFORMATION FROM AFLAC  
INFORMATION FROM PEBA  
FREE HEALTH SCREENINGS  
FLU SHOTS  
...AND MORE!

**APPOINTMENT REQUIRED**

Call Jasper County Human Resources at (843) 717-3680  
or email Miranda Graham at