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Watch Live via YouTube at:

[https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCjIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA)

To Participate in Public Comment, please email to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) and or mail to Attn: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. To be called for public Comment, please email at the mentioned email address. **\*Public Comments must be submitted by Monday, November 7, 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, November 7, 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  
**COUNCIL MEETING**

Hardeeville City Hall  
205 Main St, Hardeeville, SC 29927

November 7, 2022  
AGENDA

**4:00 PM**

**I: 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\*\****

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

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

**(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body - Appointment Regional Housing Trust Oversight Board; Detention Center; Tax Collector's Office; Information Technology Department**

**(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; Farmers' Market Property Management Agreement; Levy Volunteer Fire Department; Opioid Litigation; Contract Waiver - Project Peach.**

**(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; Project Silver Star; Project Refurb**

**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 THE 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 08.08.2022

VIII. Presentations:

A: **Sheriff Hipp and Chief Deputy Crosby** - Promotion of Lt. Elvin Wright Jr.

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: **Andrew Fulghum** - A Resolution **#R-2022-27** to Ratify Amendments to Agreement Creating a Regional Council of Governments, Article II, Section 2 – Membership and Representation.

B: **Andrew Fulghum** – A Resolution **#R-2022-28** To Authorize Jasper County To Enter Into A Property Management Agreement With The Jasper County Chamber Of Commerce For Jasper County Farmers' Market.

XI. Ordinances:

A: **Lisa Wagner** – **3<sup>rd</sup> reading** of Ordinance **#O-2022-30** 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. (1<sup>st</sup> reading 10.03.2022; 2<sup>nd</sup> reading 10.17.2022)

B: **Kimberly Burgess** – **Public hearing and 3<sup>rd</sup> reading** of Ordinance **#O-2022-31** 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. (1<sup>st</sup> reading 10.03.2022 - 2<sup>nd</sup> reading 10.17.2022)

**C: David Tedder – Public hearing and 2<sup>nd</sup> reading** of Ordinance [#O-2022-28](#) To amend the Peninsula Tract Development Agreement as to the C-2 Property to make certain text amendments, extend the Term, and matters related thereto. *(1<sup>st</sup> reading on 09.06.2022).*

**D: David Tedder - Public hearing and 2<sup>nd</sup> Reading** of Ordinance [#O-2022-34](#) Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Freedom Industrial Partners, LLC And Freedom Industrial Partners 2, LLC (The "Sponsors") 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 Sponsors Of Certain Fees-In-Lieu Of *Ad Valorem* Taxes; Providing For Special Source Revenue Credits In Connection With Such Agreement; Authorizing And Approving (1) Development Of A New Joint County Industrial And Business Park Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended, In Conjunction With Hampton County (The "Park") Such Park To Be Geographically Located In Jasper County; (2) The Execution And Delivery Of A Written Park Agreement With Hampton County As To The Requirement Of Payments Of Fee-In-Lieu Of *Ad Valorem* Taxes With Respect To Park Property And The Sharing Of The Revenues And Expenses Of The Park; And (3) The Distribution Of Revenues From The Park Within Jasper County; And Other Matters Relating Thereto. *(1<sup>st</sup> reading 10.17.2022) - (Project Freedom)*

**E: David Tedder – Public hearing only** of Ordinance [#O-2022-29](#) authorizing the sale of TMS 063-30-03-010, approximately 11 acres, to P & S Properties 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 *(no vote will be taken on this item).* *(1<sup>st</sup> reading 09.06.2022; 2<sup>nd</sup> reading 10.03.2022) - (Project SilverStar)*

**F: David Tedder – Public hearing only** of Ordinance [#O-2022-32](#) authorizing the sale of TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.40 acres, and TMS 048-00-01-032, approximately 2 acres, to Gopher Hill Properties, LLC, or its assigns, and to authorize the Jasper County Administrator to execute such contracts, deeds and other documents as may be necessary and appropriate to effect the sale. *(no vote will be taken on this item).* *(1<sup>st</sup> reading 10.17.2022) - (Project Refurb)*

**G: David Tedder – Public hearing and 2<sup>nd</sup> reading** of Ordinance [#O-2022-35](#) 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 P & S Properties M, 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. (1<sup>st</sup> reading 10.03.2022)  
(Project SilverStar)**

**H: David Tedder – Public hearing and 2<sup>nd</sup> reading of Ordinance #O-2022-36 Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement To Provide For Infrastructure Credits To P & S Properties M, LLC; And Other Related Matters. (1<sup>st</sup> reading 10.03.2022) - (Project SilverStar)**

**I: Andrew Fulghum – Consideration of the 1<sup>st</sup> reading of an Ordinance To Authorize Jasper County To Enter Into A Memorandum Of Understanding/Lease Agreement With The Polaris Tech Charter School For The Lease Of The Athletic Facilities At The Airport Field Complex.**

**XII. New Business:**

**A: Andrew Fulghum – Appointment of Representative to Serve on the Regional Housing Trust Oversight Board**

**B: Kimberly Burgess – Presentation of the Quotation and Lease terms for the Personal Protective Equipment for the Fire Department.**

**C: Kimberly Burgess – Presentation of Proposals for Copier Leases and / or Rental Agreement.**

**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 Special Called Meeting

Jasper County Clementa C. Pinckney Government Bldg  
358 3<sup>rd</sup> Avenue Ridgeland, SC 29936  
August 8, 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, and Videographer Jonathan Dunham.

**Also Present:** Ray Jones and Ryan Romano

## Workshop

### Call Workshop to Order by Chairwoman Barbara B. Clark

Chairwoman Clark called the Workshop to order. 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.*

### Bailey Park PDD Workshop:

Ms. Lisa Wagner was present to discuss the Bailey Park PDD and answer any questions. Ms. Wagner discussed the Bailey Park PDD and showed a map of the area and noted that a public hearing had not been set up as of yet but will be set up and all parties would be notified. Councilman Sauls asked if the Planning Commission had approved it without reservations. Ms. Wagner said there had been a few concerns, but it does go back for a masterplan approval. Councilman Dr. Brantley asked if the Planning Commission was hesitant to make a final commitment. Ms. Wagner said the Planning Commission has recommended it to County Council with a favorable recommendation. She also noted that this was a Concept Plan only. The Developer was present to discuss this project and provide any answers that the public, staff or Council had. She noted that the current zone and the PDD zone were fairly comparable to one another. The Land Planner for the project was also there to discuss buffers and land planning. For additional discussion or information on this item on the agenda please go to our website at [https://www.youtube.com/watch?v=14QaF\\_r0kxs&t=421s](https://www.youtube.com/watch?v=14QaF_r0kxs&t=421s) for the 08.08.2022 video.

M – 08.08.2022

Chairwoman Clark called the Special Council Meeting to order after the conclusion of the Workshop.

The information below was read for the executive session.

**Motion to go into executive session:** Councilman

**Second:** Councilman

**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:**

**(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 – [Exit 3](#)**

**(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 – [Project Silver Star](#)**

**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**

**Return to Regular Session:**

**Motion to return to regular session:** Councilman Adkins

**Second:** Councilman Sauls

**Vote:** Unanimous

The motion passed.

**Motion from Executive Session:**

**Motion to move to authorize our Attorney's at the Law Firm of Parker Poe to send a letter to the City of Hardeeville detailing the County's position on the Exit 3 Project as discussed in**

**Executive Session:** Councilman Adkins

**Second:** Councilman Sauls

**Vote:** Unanimous

The motion passed.

Councilman Adkins gave the Invocation and Councilman Sauls led the Pledge to the Flag.



## **Approval of the agenda:**

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

## **6:30 PM - Public Hearing**

### **Public Hearing**

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

Mr. Tedder reviewed the information for this public hearing for the public. He discussed the fact that at the last meeting which was the 2<sup>nd</sup> reading that there were too many questions Council needed to evaluate and review for answers so the Ordinance was voted down on the 2<sup>nd</sup> reading and would not be on the 2022 ballot. He noted that the public hearing had already been advertised due to advertising deadline time frame constraints, so it was held as it was noticed. Mr. Tedder noted that he nor Ms. Wagner or Ms. Simmons had not received any comments on this public hearing. The public hearing was opened and there was no public comment, so the public hearing was closed. Councilman Kemp noted that he had received several calls asking if this was the School Board public hearing and just wanted to clarify for the record that it was not.

### **New Business:**

**A: Kimberly Burgess – Cumming Management Group, Inc. Professional Service Agreement Change Order #3 in the amount of \$35, 152 for Marsh Cove Fire Station.**

Ms. Burgess was present to address and review this item on the agenda. She noted that this was Change Order #3 from the Cumming Management Group in the amount of \$35,152 for the period of July through October 31<sup>st</sup>. She also mentioned that this change order was for additional and continuing services of the Marsh Cove Fire Station Construction.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**B: Kimberly Burgess – Marsh Cove Fire Station C. Merrill Construction Change Order #008 (RDA Change Order #6) for a fire suppression system certified water designed to meet NFPA 24.20167 requirements and reconciliation of contract allowance of \$3,500 for a septic tank system.**

Ms. Burgess was present to address and review this item on the agenda. She noted that this was Change Order #008 (RDA Change Order #6) for a fire suppression system certified water designed to meet the NFPA 24.20167 requirements and the reconciliation of contract allowance of \$3500 for a septic tank system. As noted on the Change Order the scope of work includes a fire suppression system certified water tank that is designed to NFPA 24. 2016 requirements and designed by DLP Fire Protection Group, LLC, and their engineer of record Mr. Russell Armstrong, PE. In order to obtain a certified tank as required by LLR the state fire suppression authority having jurisdiction the costs are required. It was also noted that included in this request is a reconciliation of the contract allowance of \$3,500 for a septic tank system. For additional information on this item or any other item on the agenda please go to <https://www.jaspercountysc.gov/pdfs/county-council/e-packets/08.08.2022-Agenda-e-packet.pdf>.

**Motion to approve:** Councilman Sauls

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

Chairwoman Clark read a letter sent to Council and Mr. Fulghum from Lyn Boyles, where Ms. Boyles expressed her gratitude regarding how proud she is of Jasper County and for her being able to work with Keep Jasper County beautiful. Chairwoman Clark said Ms. Boyles had received an award in Columbia and she thanked Lyn for all she does and for her dedication to Jasper County.

## **Adjourn**

**Motion to adjourn:** Councilman Adkins

**Second:** Councilman Sauls

**Vote:** Unanimous

The motion passed.

The meeting adjourned at 7:07PM.

**Respectfully submitted:**

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Wanda H. Simmons  
Clerk to Council

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Barbara B. Clark  
Chairwoman

# AGENDA ITEM:

## VIII

Presentation

# AGENDA ITEM:

## IX

Public Comments

# AGENDA ITEM:

## X

Resolution: Item A

**RESOLUTION # R-2022-27**

**A RESOLUTION TO RATIFY AMENDMENTS TO AGREEMENT CREATING A REGIONAL COUNCIL OF GOVERNMENTS, ARTICLE II, SECTION 2 – MEMBERSHIP AND REPRESENTATION**

**WHEREAS**, in 1971, and by agreement of Beaufort County, Jasper County, Colleton County and Hampton County (“Parties”), the Lowcountry Council of Governments was created as a successor to the Lowcountry Regional Planning Commission which was established in 1969; and

**WHEREAS**, incident to the creation of the Lowcountry Council of Governments (“LCOG”) the then governing bodies of the Parties drafted and, by Resolution of each, adopted the Agreement Creating a Regional Council of Governments (“Agreement”). Article II, Section 2 of the Agreement sets forth the initial composition of the Board (Beaufort County 8 members; Colleton 6 members, Hampton 6 members, Jasper County 4 members). It also explains the way in which the composition of the Board may change over time based on population increases and decrease; and

**WHEREAS**, pursuant to Section 2, the current representation on the LCOG Board is Beaufort County 11 members, Colleton County 6 members, and Hampton County 6 members and Jasper County 5 members. Under the existing Agreement, and based on the 2020 Census, Board composition would be changed significantly. Beaufort County would have 14 members, Colleton County would have 6 members, Hampton County would have 5 members, and Jasper County would have 6 members. In order to maintain fair representation among the member counties and to maintain a manageable size Board, the Lowcountry Council of Governments Board has recommended amending Article II as appears in Exhibit “A” which is attached hereto.

**NOW, THEREFORE BE IT RESOLVED THAT COUNTY COUNCIL OF JASPER COUNTY** does hereby ratify the amendments proposed by the Lowcountry Council of Governments Board as set forth in Exhibit “A” to the original 1971 Agreement Creating a Regional Council of Governments.

**ADOPTED**, this \_\_\_\_\_ Day of \_\_\_\_\_, 2022.

**JASPER COUNTY COUNCIL OF JASPER COUNTY**

**BY:** \_\_\_\_\_

Barbara B. Clark County Council Chairwoman

**ATTEST:**

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

# AGENDA ITEM:

## X

Resolution: Item B

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**RESOLUTION R-2022-28**

**A RESOLUTION  
OF JASPER COUNTY COUNCIL**

TO AUTHORIZE JASPER COUNTY TO ENTER INTO A PROPERTY MANAGEMENT AGREEMENT WITH THE JASPER COUNTY CHAMBER OF COMMERCE FOR JASPER COUNTY FARMERS' MARKET.

**WHEREAS**, Jasper County is the owner of real property having the Tax Map Number 063-19-03-007 generally known as the Jasper County Farmers' Market ("Farmers' Market") located at 9935 S Jacob Smart Blvd., Ridgeland, South Carolina; and

**WHEREAS**, the Jasper County Chamber of Commerce, is a nonprofit corporation organized and existing under the laws of the State of South Carolina (the "Chamber") which shares with Jasper County the common interest of providing the residents of Jasper County with quality and well-maintained publicly accessible community facilities; and

**WHEREAS**, Jasper County and the Chamber previously had Property Management Agreement which, among other things, provided for the management and supervision of the rental of Farmers' Market facilities, and now desire to enter into an extension/renewal of the Property Management Agreement by execution of the attached Property Management Agreement, which, among other things, provides for an allocation of responsibilities and terms for the operation and rental of the Farmers' Market; and

**WHEREAS**, Jasper County Council believes that it would be a benefit for the citizens of Jasper County to enter into the Property Management Agreement, which will provide enhanced opportunities for the use by the general citizenry of Jasper County of these public facilities from time to time;

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

1. Jasper County Council approves the Property Management Agreement for the Jasper County Farmers' Market as described above with the Jasper County Chamber of Commerce on terms substantially consistent with those include in the attached Exhibit "A;" and upon approval of the Property Management Agreement, and other related documents by the County Attorney, the County Administrator shall be and is hereby authorized to execute, and the Clerk to Council is hereby authorized to attest and deliver such Property Management Agreement, and other related documents as may be



necessary or desirable and in so doing, to bind Jasper County to the terms of the Property Management Agreement.

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

\_\_\_\_\_  
**Barbara B. Clark**  
**Chairwoman of County Council**

**ATTEST:**

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

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

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

**PROPERTY MANAGEMENT AGREEMENT**

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David L. Tedder**

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

**EXHIBIT "A"**

**Property Management Agreement  
Between**

**Jasper County  
And**

**Jasper County Chamber of Commerce**



- (e) In the event that alcoholic beverages are proposed to be served by a Lessor on the Premises, the Agent ensure that all required licenses are secured.
- (f) The Agent shall at all times during the term of this Agreement maintain such licenses and permits as are required for any of the various services to be performed by Agent on behalf of Owner.
- (g) The Agent will provide the County Director of Engineering Services with a schedule of times when the Premises are to be leased for events.
- (h) The Agent shall from time to time request the Owner to make or cause to be made all ordinary repairs and alterations to the Premises as may be necessary and to purchase any supplies therefore as may be necessary.
- (i) The employees of the Agent who handle or are responsible for the Owner's moneys shall be bonded by a fidelity bond approved by the Owner.
- (j) The Agent shall keep accurate books of account, in which it shall record in detail all receipts for events on the Premises and all expenses incurred in the operation of same, and the development and implementation of the promotional plan, and maintain vouchers and receipts for all expenses.
- (k) The Agent will account for and retain all required records relevant to disbursement of the Accommodations Tax revenues.
- (l) Agent shall manage the property in full compliance with all laws and regulations of any federal, state, county, or municipal authority having jurisdiction over the property.
- (m) In addition to the foregoing, Agent shall perform all other services that are necessary and proper for the operation and management of the Premises, and shall report to Owner promptly any conditions concerning the Premises that, in the opinion of Agent, require the attention of Owner.
- (n) Agent shall provide owner with copy of all liability insurance policies by which it is insured and shall maintain such coverage throughout the term of this Agreement.

**3. ADVERTISING AND PROMOTION.**

- (a) Agent shall develop a promotional plan for use of the Premises, to include use as a Farmers' Market, advertise and promote the Premises, prepare, and

secure rental signs, circulars, and other forms of advertising, all subject to the approval of the Owner.

(b) To defray the cost of development and implementation of the promotional plan, Agent will use funds appropriated to the Agent from time to time from the Accommodations Tax revenues.

**4. DUTIES OF THE OWNER.**

(a) The Agent shall be entitled to establish and change from time to time the lease fee structure for the Premises, and the form of a Facility Usage Agreement. The Agent shall be entitled to execute Facilities Usage Agreements.

(b) Except as relates to use as a wholesale or retail Farmers' Market or County sponsored events, all inquiries received by the Owner concerning leases or renewals or agreements for the rental or operation of the premises or any part thereof shall be referred to the Agent. Any negotiations connected therewith shall be conducted solely by or under the direction of the Agent.

(c) The Agent shall be responsible for all housekeeping, arising from all use of the premises except uses arranged directly by Owner; Owner will be responsible for housekeeping arising from its use of the facility. Owner shall be responsible for maintenance and repair of the Premises.

(d) The Owner shall retain all responsibility for the wholesale and retail Farmers' Market and shall retain all lease or rental fees and other income generated therefrom.

(e) The Owner shall be entitled to schedule County sponsored events on the Premises free of the fees and charges referred to herein.

(f) The Owner will from time to time advise the Agent of times when the Premises will be unavailable for leasing because of the Farmers' Market Schedule, County sponsored events, maintenance, or otherwise.

**5. COMPENSATION.** As compensation for its service under and pursuant to this Agreement, Agent shall receive one hundred percent (100%) of the gross proceeds of fees for the uses of the Premises managed by the Agent, excepting therefrom fees arising from the use of the Premises for a wholesale or retail Farmers Market or County sponsored events.

**6. EFFECTIVE DATE.** This Agreement shall become effective on the \_\_\_\_th day of \_\_\_\_\_, 2022 and shall continue in force until the 30th day of June, 2025.

**7. RELATIONSHIP OF PARTIES.**

(a) Agent is an independent contractor and not an employee of Owner for any purpose.

(b) This Agreement shall not in any manner constitute, or be construed as, a partnership between the parties to this Agreement. Agent shall not in any way be liable or responsible for the payment of any sums of money, debts, contracts, or other obligations incurred in the operation of the Premises by the Owner.

**8. CONTACT PERSON.** For the term of the Agreement or until notice of change is given by one party to the other the contact person for performance of the terms of this Agreement shall be as follows:

(a) For the Owner:

Jasper County  
Andrew P. Fulghum, County Administrator  
Post Office Box 1149  
358 Third Avenue  
Clemente C. Pinckney County Administrative Building  
Ridgeland, South Carolina 29936  
Telephone 843-717-3690  
Email: [afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

(b) For the Agent:

Jasper County Chamber of Commerce  
Kendall Malphrus, Executive Director  
Post Office Box 1267  
403 Russell Street  
Ridgeland, South Carolina 29936  
Telephone 843-726-8126  
Email: [kendall@jaspersc.org](mailto:kendall@jaspersc.org)

**9. TERMINATION.** Should either party to this Agreement violate any term or provision of this Agreement, the other party may, at its option, and in addition to any other remedies that it may possess, terminate this Agreement by giving thirty (30) days' advance written notice of such termination to the other party.

**10. MISCELLANEOUS.**

(a) If there is a petition in bankruptcy filed by or against the Agent, or if there is either an assignment for the benefit of creditors or an act of insolvency taken under any insolvency act, Owner may terminate this Agreement without notice to the other party.

(b) This Agreement is not assignable by Agent without the prior, express and written consent of the Owner.

(c) No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

(d) This Agreement shall constitute the entire Agreement on this subject between the parties, and any prior understanding or representation of any kind on this subject preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

(e) Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by the party sought to be held.

(f) It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

(g) Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail to the Owner at Post Office Box 1149, Ridgeland, South Carolina 29936 and to the Agent at the address first shown in this Agreement.

(h) This Agreement shall be binding on the parties hereto, their successors, and assigns.

SIGNATURE PAGES FOLLOW

**In Witness Whereof**, the parties have executed this Agreement at 651 Grays Highway in Ridgeland, South Carolina on the day and year first above written.

**JASPER COUNTY**

\_\_\_\_\_, Owner  
*Signature*

*Witnesses:*

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

By: \_\_\_\_\_  
Andrew P. Fulghum, County  
Administrator

\_\_\_\_\_

**THE JASPER COUNTY  
CHAMBER OF COMMERCE**

\_\_\_\_\_, Agent  
*Signature*

*Witnesses:*

\_\_\_\_\_

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

\_\_\_\_\_

Its: \_\_\_\_\_



# JASPER COUNTY FARMERS' MARKET

## Facility Usage Agreement

**Please Print:** \_\_\_\_\_ Date \_\_\_\_\_

Person/Organization Responsible: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

1. (a) The Jasper County Chamber of Commerce acting as rental agent and hereinafter known as the Lessor, agrees to rent the facilities and to provide such services listed under Paragraph 2, to \_\_\_\_\_ for the purpose of \_\_\_\_\_. Number of Persons attending \_\_\_\_\_; During the period of \_\_\_\_\_ AM/PM through \_\_\_\_\_ AM/PM; On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. At the time of leasing, the Chamber requires a copy of the valid driver's license or other photo ID of the responsible person or representative of the organization responsible.

2. (a) Payments to be made to the "Jasper County Chamber of Commerce" as follows: (Note - All fees and deposits are due 30 days prior to event)

(b) **\$500.00 damage/clean-up deposit (CASH)** must be made and will be returned the next business day, provided that facility is left in as good a state of repair and condition as existed prior to occupancy with reasonable wear and tear, acts of providence and agreed changes excluded. Any complaints of noise after 11pm will forfeit deposit.

(c) **A \$500.00 fee for the rental of the facility** listed above; the fee for non-profit organizations is reduced to \$300.00 for no more than four (4) sponsored events per calendar year.

(d) Additional Charges to be applied:

- The standard market rental fee covers the period from 9:00 A.M. on the day of the event through midnight of the same day.
- \$50 each hour facility is used (up to 4 hours) that requires staff to be present after normal operating hours and/or holidays. This applies to all groups even if considered exempt of standard fees. After 4 hours another day's rental fee (\$500) will be required.
- Any fees incurred due to damages greater than the sum of the required security deposit.

3. The Lessor will provide the following services located at the facility where applicable.

- Restrooms
- Cleaning supplies
- Other (*please specify*): \_\_\_\_\_

4. The facility rented will not be available to Lessee, or other persons or groups supporting this activity, except during the period specified above.

5. Vehicle parking will be permitted only in designated areas. Parking in other areas without prior approval from the Jasper County Chamber of Commerce is prohibited.

6. Permission to erect advertising signs on building or grounds prior to event date must be obtained in advance.

7. When Lessee engages a caterer for food services, etc., the Lessee shall be responsible for removal and disposal of all trash, garbage, oyster shells, etc., resulting from catering service.

8. When facilities are rented for a group composed primarily of those under twenty-one (21) years of age, Lessee will provide a minimum of one (1) responsible adult for every ten (10) participants or portion thereof.

9. Where facilities are being rented for public events i.e. – tournaments, concerts, etc., security officers may be required. This will be at the discretion of the Jasper County Chamber of Commerce. If security is required, there shall be a minimum of one (1) security officer for every 50 participants/spectators. The Lessee will make arrangements for security and will be responsible for the cost of security for the event.

10. All activities shall cease no later than 12 A.M. (midnight).

11. Facilities should be cleaned immediately following the event. On the day of the event, and prior to departure from the facility, all garbage will be bagged and placed in the dumpster on site or removed from the Farmer's Market property. Deposits will not

be returned unless cleaning is completed satisfactory, and inspection concluded by Chamber staff.

12. If alcoholic beverages are to be served at this event, the following applies:

- The undersigned will ensure that all required permits or licenses for the type of alcohol to be served at the event have been secured.
- Alcohol served will be for consumption at the function only.
- All city and county ordinances and the laws of the State of South Carolina related to the service of alcoholic beverages will be strictly followed and enforced.
- Prior to the event, the undersigned will devise and implement a plan for ensuring that participants do not become intoxicated and devise and implement a plan for transportation from the event of any person who should become intoxicated.
- NO GLASS BOTTLES! CANS or PLASTIC ONLY!!

13. Any consumption, distribution, sale, or possession of illegal drugs is strictly prohibited at all Farmers' Market events and properties.

14. Firearms, knives, or other weapons are not allowed at the Farmers' Market events and properties.

15. The Town of Ridgeland has an ordinance which applies to the Farmer's Market and prohibits excessive noise. Events at the Farmer's Market must comply with the Ridgeland Noise Ordinance or risk being closed by the Ridgeland Police Department. Music MUST be cut off at 11PM and will be enforced by Ridgeland Police Department. Failure to comply will forfeit the security deposit.

16. Lessee shall not damage, or allow to be damaged, Farmer's Market facilities or any fixture or personal property located therein and, in an event of damage, Lessee shall promptly restore facilities or property to its original state of repair or pay the Lessor for such damages.

17. Lessee shall assume all risks incident to or in connection with the event at the Farmer's Market and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations including but not limited to alcohol consumption and shall indemnify, defend and save harmless the Lessor, its agents and representatives from any penalties for violation of any law, ordinance or regulation affecting Farmers' Market operations, and from any and all claims, suits, losses, damages or injuries to persons or property or whatsoever kind or nature arising directly or indirectly out of such event, or resulting from the carelessness, negligence or improper conduct of the undersigned or any of its guests, agents or employees.

18. Lessee hereby agrees that it holds the Jasper County Chamber of Commerce and all of its agents or employees free and blameless from any claim, liability, or damage, which may arise from use of County facilities or equipment, whether or not the Jasper County Chamber of Commerce, its agents or employees are negligent. Lessee further agrees to promptly reimburse the Jasper County Chamber of Commerce for any clean up, loss or damage to County property resulting from this use.

19. Lessee understands and agrees that should the use of the building and its facilities by Jasper County become necessary due to natural disaster or emergency during the times mentioned in Section 1 above, the provisions of this agreement shall become null and void at the discretion of the Jasper County Chamber of Commerce, and any sums deposited shall be refunded to the Lessee.

CANCELLATION POLICY: Any cancellation MUST be made 2 weeks prior to event in order to receive a refund. If cancellation is not made 2 weeks prior we will keep the deposit.

I have read and agree to the terms in this agreement

**LESSOR: JASPER COUNTY**

**LESSEE:** \_\_\_\_\_

(Print Name)

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

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

(Signature)

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Jasper County Farmers' Market

ATTENTION: Jasper County Chamber of Commerce Post Office Box 1267 – 403 Russell Street Ridgeland, SC 29936

# AGENDA ITEM:

## XI-A

*Ordinance item A*

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE #O-2022-30**

**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.*

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

*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.*

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

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

**ATTEST:**

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

**ORDINANCE O-2022-30**

**First Reading: October 3, 2022**

**Second Reading: October 17, 2022**

**Public hearing: October 17, 2022**

**Adopted: November 7, 2022**

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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.

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David L. Tedder

Date



## 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>	November 7, 2022
<b>Project:</b>	Zoning Text Amendment – Article 7:5, <i>Maximum Height</i>
<b>Submitted For:</b>	3 <sup>rd</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

Since the last meeting, a minor change has been made to the ordinance to make the words flow a little better. The last two paragraphs were swapped with each other, and a portion of the first sentence in the last paragraph was deleted as indicated below by yellow highlight.

**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.*



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

~~*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.*

**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*

# AGENDA ITEM:

## XI-B

Ordinance item B

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER  
ORDINANCE O-2022-31  
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:** 10.17.2022  
**Public Hearings:** 11.07.2022  
**Adopted:**

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

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

# AGENDA ITEM:

## XI-C

Ordinance item C

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #O-2022-28**

**AN ORDINANCE OF  
JASPER COUNTY COUNCIL**

**To amend the Peninsula Tract Development Agreement as to the C-2 Property to make certain text amendments, extend the Term, and matters related thereto.**

**WHEREAS**, The Peninsula Tract Development Agreement (“Development Agreement”) was approved by Jasper County Council on August 2, 2004, and is recorded in the Office of the Register of Deeds for Jasper County in Volume 16, Pages 110-129, and re-recorded in Volume 18, Pages 1-20; and

**WHEREAS**, The Peninsula Tract Development Agreement incorporated by reference the Peninsula Tract Planned Development District Zoning (“PDD Zoning”) approved by the Jasper County Planning Commission on June 15, 2004, both being adopted by Jasper County to permit and encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare, while promoting the certainty of the regulations governing development and the provision of necessary infrastructure as provided for by the South Carolina Local Government Development Act, Section 6-31-10, et. seq., of the Code of Laws of South Carolina, 1976, as amended; and

**WHEREAS**, Jasper County has received a request from the owner of the C-2 Property as identified in the Development Agreement (being 26.750 acres of highland, and 4.768 acres of wetland, for a total of 31.528 acres) to amend the Peninsula Tract Development Agreement to make certain text amendments, regarding density and use allocations, extend the term, and matter related thereto; and

**WHEREAS**, the Owner of the C-2 Property has requested that the Term of the Development Agreement be extended for a period of five years from the date it is scheduled to expire, being August 21, 2023, based upon the occurrence of both certain national and global economic downturns and the effects of the COVID-19 pandemic; and

**WHEREAS**, the above mentioned property was duly posted, with two public hearings properly noticed and held by the Jasper County Council as set forth below; and

**WHEREAS**, after giving the matter consideration, Jasper County Council has determined it would be appropriate to amend the Development Agreement so as to 1) to extend the Term of the Development Agreement from August 22, 2023 to August 21, 2028; and 2), to authorize appropriate text amendments to the Development Agreement to reflect certain modifications to the allocation of density and uses on the C-2 Property and include certain provisions regarding development fees as detailed in the attached Amendment to the Peninsula Tract Development Agreement as to the C-2 Property.

**NOW, THEREFORE, BE IT ORDAINED**, by the Jasper County Council, duly assembled and with authority of same, that the above premises be incorporated by reference; and

1. The Amendment to the Peninsula Tract Development Agreement as to the C-2 Property be adopted as stated above, and that the Chair of the Jasper County Council be authorized to execute the First Amendment on behalf of the County, with the County Administrator and County Attorney authorized to make such minor typographical or grammatical changes as they may determine may be desirable. Jasper County Council finds the amended Development Agreement to be in accordance with the statutory requirements of the State of South Carolina;
  
2. This ordinance shall take effect upon approval by Council.

SIGNATURES ON FOLLOWING PAGE

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

**ATTEST:**

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

**ORDINANCE: # O-2022-28**

**First Reading:** 09.06.2022  
**Public Hearing:** 11.07.2022  
**Second Public Hearing** \_\_\_\_\_  
**Second Reading:** 11.07.2022  
**Third Reading:** \_\_\_\_\_  
**Adopted:** \_\_\_\_\_

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Reviewed for form and draftsmanship by the Jasper County Attorney.

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**David Tedder**

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**Date**



STATE OF SOUTH CAROLINA	)	AMENDMENT
	)	TO THE PENINSULA TRACT
COUNTY OF JASPER	)	DEVELOPMENT AGREEMENT
	)	AS TO THE C-2 PROPERTY

THIS AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE PENINSUAL TRACT AS TO THE C-2 PROPERTY (this "Amendment"), made and entered into as of \_\_\_\_\_, 2022 by Peninsula Investments, LLC, a South Carolina limited liability company (the "C-2 Property Owner"), and Jasper County Council, as the governing body of Jasper County, South Carolina ("County").

**RECITALS**

A. Jasper County entered into that certain Development Agreement originally dated August 2, 2004, with John Morgan, as then-owner of that certain parcel of land known as the "Peninsula Tract" in Jasper County, South Carolina, which agreement originally was recorded in the office of the Jasper County Register of Deeds (the "ROD") in Volume 16, Pages 110-129, and then re-recorded on March 14, 2005, in Volume 18, Pages 1-20 (the "Agreement").

B. After multiple successor owners, the C-2 Owner acquired title to a substantial portion of the Peninsula Tract, and then retained title to a portion of the Peninsula Tract, generally described in prior filings as the "Tract C-2", as more particular described on the attached Exhibit A, which is incorporated herein by reference (the "C-2 Property") as a successor-in-interest on February 7, 2014, retained all the rights and obligations under the Agreement pertaining to Tract C-2, as noted in the various Assignments regarding the other portions of the Peninsula Tract, and presently intends to continue development of the C-2 Property Owner's portion of the Peninsula Tract pursuant to the Development Agreement and the PDD.

C. The original term of the Agreement was ten years, with an original termination date of August 2, 2004. However, pursuant to the Joint Permit Resolutions of 2010 and 2013, the term of the Development Agreement was tolled from January 1, 2008, until December 31, 2016, and therefore the Agreement is effective until August 21, 2023.

D. The parties hereto wish to clarify and define the allocation of densities and uses under the Agreement and the amended Concept Plan which was adopted by County Council pursuant to Ordinance 2020 - 27, adopted November 16, 2020 (the "2020 Concept Plan"), as well as account for the already constructed units on the original entirety of the Peninsula Tract.

E. Pursuant to Section XV of the Development Agreement, modifications and amendments may be made upon written agreement of Owner and County, and XVI provides the Owner may assign its rights and responsibilities to subsequent land owners and Developers.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth in this Amendment, the receipt and sufficiency of such being acknowledged by the parties, and pursuant to the South Carolina South Carolina Local Development Agreement Act, codified

as S.C. Code §§ 6-31-10, et seq., the parties to this Amendment, intending to be legally bound, agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference.
2. Term. SECTION III – TERM of the Agreement is hereby amended such that the term of the Development Agreement as to the C-2 Property shall be renewed commencing on August 22, 2023 and expiring on August 21, 2028.
3. Development Schedule. SECTION VI – DEVELOPMENT SCHEDULE, and Exhibit D conforming thereto of the Agreement is hereby amended and supplemented to incorporate the new Development Schedule attached hereto as Exhibit D to the C-2 Property.
4. Density. Recognizing the recent adoption of the 2020 Concept Plan, the physical construction of a significant number of units, and previous assignments of density, Section VII – Density of the Agreement is hereby deleted in its entirety as to the C-2 Property only and the following new Section VII - DENSITY is substituted therefore and shall be applicable to the C-2 Property only.

#### VII. DENSITY.

Mixed Use, residential and commercial development on the Property shall be limited to the total densities and uses as set forth below, notwithstanding the totals and uses set forth in the Planned Development District approval, which is deemed amended to conform with this Amendment, with the following amplifications and clarifications, which shall be binding upon the Owner(s) and Jasper County in the future.

The Peninsula Tract encompasses 485.15 acres. The isolated non-jurisdictional wetlands will be filled with the exception of two larger wetlands that are being preserved that total 6.78 acres. The contiguous wetland system is also planned to be preserved. Therefore, the total upland area of the PDD is 413.5 acres.

The PDD designates 5 separate allowable land uses within the Peninsula Tract. These land uses were originally chosen based on projected patterns and trends. In the years since adoption of the original Development Agreement, planning and construction on the Peninsula Tract has effectively determined the density and uses on a significant portion, as identified below, and with the adoption of the 2020 Concept Plan and the previous recorded assignments of density to specific tracts, there is no longer a need for the speculative calculations as originally allowed as to the C-2 Property. The following table of maximum intensity per upland acres for each use within the C-2 Property shall be:

Commercial Density	10,000 sf/acre
Business Park/Light Industrial	12,000 sf/acre
Multi-Family Residential	16 units/acre
Single-Family Attached	8 units/acre
Single-Family Detached	6 units/acre

It is possible some of the land-uses shown on the original Concept Plan and the subsequently amended 2020 Concept Plan may change, so it is appropriate to set maximum limits for each land use set forth below to apply to the 26.759 upland acres of the C-2 Property only:

Commercial Density	267,590 sf
Business Park/Light Industrial	321,108 sf
Multi-Family Residential	428 units
Single-Family Attached	214 units
Single-Family Detached	160 units

As stated earlier in the PDD, each land use is interchangeable with one another (i.e., 10,000 sf of commercial space can be exchanged 16 units of Multi-Family or 8 units of Single-Family Detached, and vice versa, provided the maximum limits set forth above are not exceeded).

Multi-Family density has been allocated over the years through construction and assignments. Referencing the 2020 Concept Plan, and existing Developments, Multi-Family Density is allocated as follows:

Brook Mill/Austin Case	708 MF units (600 constructed)
Stars and Stripes	
Neighborhood D	210 MF units
Neighborhood E	305 MF units
Tract C-2	428 MF Units
	TOTAL MF Units = 1,651

5. A new Section X.(G) is added as follows:

Developer Fees. To assist the County in meeting expenses resulting from ongoing development, Owner shall pay development fees for Civic purposes (“*Development Fees*”) as follows:

1. Fee Schedule

<b>DEVELOPMENT FEES</b>	<b>AMOUNT</b>
Single Family Residential Dwelling Units	\$1,000.000 – Civic (Police, EMS and Fire)
Multi-Family Residential	\$750.00 - Civic (Police, EMS and Fire)
Commercial	\$750.00/1,000 s.f. (Civic (Police, EMS and Fire)

2. All Development Fees for building permits issued to Owner shall be collected at the time of issuance of an occupancy permit instead of at issuance of the building permit; notwithstanding the foregoing, Development Fees shall not be assessed against the C-2 Parcel properties until August 22, 2025. All Development Fees collected after that date shall be placed in a separate interest bearing accounts established for Civic improvements/purchases. The County may expend these funds for any purposes designed to provide or enhance such services.
3. Notwithstanding any provisions to the contrary contained within this Agreement, it is acknowledged Jasper County is in the process of considering the adoption of Impact Fees as allowed by §6-1-910, et. seq. of the South Carolina Code of Laws (1976, as amended). The Property shall be exempt from any requirement to pay County Impact Fees under any ordinance subsequently passed and enacted by the County, for the 5 year Term of this Agreement as it may be extended by mutual agreement between the Owner and County. In the event Impact Fees are adopted by the County, the Property shall be subject to such fees after August 21, 2028, provided they are applied uniformly to similar properties as this Property, and provided further, that any Developer Fees paid

by the Developer under Article X (G) shall be credited against the Impact Fees to the extent the Development Fees are for items included in the capital program incorporated in the formulation of the Impact Fees. It is further provided Owner and/or Developers shall be subject to the payment of any and all present or future permitting fees enacted by the County that are of County wide application and that relate to processing applications, development permits, building permits, review of plans, or inspection

4. Except as set forth in this Agreement, nothing herein shall be construed as relieving the Owner, its successors and assigns, from payment of any such fees or charges as may be assessed by entities other than the County, provided however, if an entity other than the County is permitted by the County to impose fees or obligations similar in nature to those contemplated by this Agreement, the Owner shall be entitled to either an offset against the Development Fees of this Agreement the in the entire amount of such fees or obligations which are collected or an entire credit against the other fees allowed to be collected. It is the intent of the parties that the fees and obligations contemplated by this Agreement are the only obligations which will be imposed upon the Property and that County shall not permit any other governmental authority to impose fees or obligations of a similar nature to that which are contemplated by this Agreement without providing for a credit against the other fees for the fees due under this Agreement; provided, however, the provisions of this paragraph shall not preclude the County or another governmental authority from imposing a fee of a nature which is for services or improvements other than those contemplated under this Agreement - (i.e., roads, fire/public safety), which are imposed on a consistent basis throughout the area regulated by such governmental authority imposing such obligations. The County or other governing body shall not be precluded by this Agreement from charging fees for delivery of services to citizens or residents (i.e., an EMS response fee or the like), nor from charging fees statutorily authorized in the future (i.e, a real estate transfer fee or the like) which are not collected as a prerequisite to approval of a plat, plan or construction.
5. The fees set forth above in Article XI are vested for the entire Property during the Term of this Agreement and shall not be increased. No other Development Fee shall be imposed in connection with the Property, except as may be allowed pursuant to Article X and fees set out in generally applicable ordinances such as building permitting fees and inspection fees. The Civic, Park and Road Development Fees are subject to an annual inflation factor equal to inflation

factor as provided by the State of South Carolina to each local government for the calculation of tax millage increases.

6. Effect. Terms and provisions of the Agreement that are not expressly modified by this Amendment shall remain in full force and effect. All of the provisions of the Agreement unambiguously affected by this Amendment shall be deemed amended, whether or not actually specified herein, if such amendment is clearly necessary to effectuate the intent of the parties hereto and shall only apply to the Real Property that the C-2 Property Owner retains ownership to as of the effective date of this Amendment. The Agreement, as modified hereby, is hereby ratified and approved in all respects.

7. Final Agreement. The Agreement, as amended by this Amendment, represents the final agreement between the parties regarding the subject matter hereof and may not be contradicted by evidence of prior, subsequent or contemporaneous oral agreements of the parties. No amendment or modification hereto shall be valid and binding unless expressed in writing and executed by both parties hereto.

7. Counterparts. This Amendment may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Amendment.

8. Severability. If any provision of this Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment and the Agreement shall nonetheless remain in full force and effect.

9. Applicable Law. This Amendment is enforceable in the State of South Carolina and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of South Carolina.

10. Captions. The section headings appearing in this Amendment are for convenience of reference only and are not intended, to any extent for the purpose, to limit or define the test of any section or any subsection hereof.

11. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment or any exhibits or amendments hereto.

[SIGNATURE PAGES TO FOLLOW]

WHEREFORE, this Amendment has been executed effective as of the date first written above.

In the presence of:

JASPER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Witness #1

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

\_\_\_\_\_  
Witness #2

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF JASPER             )

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that JASPER COUNTY, SOUTH CAROLINA, by Barbara B. Clark, its Chair of Jasper County Council, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2022, and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
Name: \_\_\_\_\_

Notary Public for State of South Carolina

My Commission expires: \_\_\_\_\_

WHEREFORE, this Amendment has been executed effective as of the date first written above.

In the presence of:

PENINSULA INVESTMENTS, LLC,  
a South Carolina limited liability company

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_  
J. John Cardamone, III

\_\_\_\_\_  
Witness #2

Its: Manager

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF JASPER            )

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that PENINSULA INVESTMENTS, LLC, a South Carolina limited liability company, by J. John Cardamone, its Manager, who is personally known to me, or who was proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument, appeared before me this \_\_\_\_ day of \_\_\_\_\_, 2022, and acknowledged the due execution of the foregoing instrument.

\_\_\_\_\_  
Name: \_\_\_\_\_

Notary Public for State of South Carolina

My Commission expires: \_\_\_\_\_



## EXHIBIT A

ALL that lot, piece or parcel of land, with the improvements thereon, situate, lying and being in the County of Jasper, State of South Carolina, containing approximately 31.528 ACRES and shown and designated as TRACT C2 on a plat entitled "A Boundary Survey of Tract C2, a portion of the Peninsula Tract", prepared by Atlas Surveying and Mapping, Inc., dated May 13, 2009 and recorded on March 6, 2012 in the Office of the Register of Deeds for Jasper County, South Carolina, in Book 0032 at Page 465. Said lot having such shape, size, dimensions, buttings and boundings as will by reference to said plat more fully and at large appear.

TMS# 067-00-01-070.



EXHIBIT D FOR THE C-2 PROPERTY

(SUPPLEMENTAL TO EXHIBIT D)

Revised Development Schedule (Property Owner's Land)

<b><u>Type of Development</u></b>	<b><u>Year(s) of Commencement/Completion</u></b>
Residential, Multi-Family/Apartments	2022 commencement, expected buildout 2026
Residential, Single Family	2022 commencement, expected buildout 2034
Residential, Townhome	2027 commencement, expected buildout 2029

Actual development may occur more rapidly or less rapidly, dependent upon actual market conditions and the Developer's ultimate development implementation.

# AGENDA ITEM:

## XI-D

Ordinance item D

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER )

ORDINANCE # O-2022-34

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN FREEDOM INDUSTRIAL PARTNERS, LLC AND FREEDOM INDUSTRIAL PARTNERS 2, LLC (THE "SPONSORS") 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 SPONSORS OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH SUCH AGREEMENT; AUTHORIZING AND APPROVING (1) DEVELOPMENT OF A NEW JOINT COUNTY INDUSTRIAL AND BUSINESS PARK PURSUANT TO SECTION 4-1-170 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, IN CONJUNCTION WITH HAMPTON COUNTY (THE "PARK") SUCH PARK TO BE GEOGRAPHICALLY LOCATED IN JASPER COUNTY; (2) THE EXECUTION AND DELIVERY OF A WRITTEN PARK AGREEMENT WITH HAMPTON COUNTY AS TO THE REQUIREMENT OF PAYMENTS OF FEE-IN-LIEU OF *AD VALOREM* TAXES WITH RESPECT TO PARK PROPERTY AND THE SHARING OF THE REVENUES AND EXPENSES OF THE PARK; AND (3) THE DISTRIBUTION OF REVENUES FROM THE PARK WITHIN JASPER COUNTY; AND OTHER MATTERS RELATING THERETO.**

WHEREAS, Jasper County, South Carolina ("County"), acting by and through its County Council ("County Council") is authorized pursuant to the provisions of Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended ("FILOT Act"), to encourage manufacturing and commercial enterprises to locate in the State of South Carolina ("South Carolina" or "State") or to encourage manufacturing and commercial enterprises now located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the FILOT Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("FILOT Payments"), with respect to economic development property, as defined in the FILOT Act;

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, "MCIP Act"), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County's discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County and Hampton County, South Carolina ("Hampton County") (collectively, the Member Counties") proposes to establish jointly a multi-county industrial/business park within the geographical boundaries of one or more of the Member Counties; and

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits ("Infrastructure Credits") against FILOT Payments derived from economic development property to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility ("Infrastructure");

WHEREAS, the Sponsors propose to develop the property described in Exhibit B attached hereto (the "Property") to establish commercial, logistic, distribution and/or manufacturing facilities; and

WHEREAS, it is anticipated the Project will result in an investment of at least thirty million dollars (\$30,000,000) in the County; and

WHEREAS, at the request of the Sponsors and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsors, the final form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Company with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (ii) providing Infrastructure Credits, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure; and

WHEREAS, in order to promote the economic development of Jasper County and Hampton County, the Counties have initially agreed to include in the Park the Property pursuant to an agreement to be negotiated between and entered into by the Member Counties as of such date as may be agreed to by the Member Counties (the “MCIP Agreement”); and

WHEREAS, the Counties have agreed to the specific terms and conditions of the arrangement set forth in the MCIP Agreement; and

WHEREAS, the Counties now desire to establish the Park to include the Property; and

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

**Section 1. *Statutory Findings.*** Based on information supplied to the County by the Sponsor, County Council evaluated the Project based on relevant criteria including, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created, and the anticipated costs and benefits to the County, and hereby finds:

(a) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(b) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power;

(c) The purposes to be accomplished by the Project are proper governmental and public purposes and the benefits of the Project are greater than the costs.

**Section 2. *Approval of Incentives; Authorization to Execute and Deliver Fee Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement that is before this meeting are approved and all of the Fee Agreement’s terms and conditions are incorporated in this Ordinance by reference. The Chair of County Council (“Chair”) is authorized and directed to execute the Fee Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Fee Agreement and to deliver the Fee Agreement to the Company.

**Section 3. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsors under this

Ordinance and the Fee Agreement.

**Section 4. *Establishment of Multi-County Park; Approval of MCIP Agreement; Location of Park; Change of Park Boundaries.***

(a) There is hereby authorized to be established, initially in conjunction with Hampton County, a multi-county industrial/business park to include therein the Initial Property. The form, provisions, terms, and conditions of the MCIP Agreement in substantially the form before Jasper County Council (the "County Council") at the meeting at which this Ordinance receives third reading, and filed with the Clerk to County Council, be and they are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the MCIP Agreement were set out in this Ordinance in its entirety.

(b) The MCIP Agreement is to be in the form as negotiated by the County Administrator with the advice of legal counsel, with such changes therein as shall not materially adversely affect the rights of Jasper County thereunder and as shall be approved by the officials of Jasper County executing the same. The Chairman of County Council, for and on behalf of Jasper County, is hereby authorized, empowered, and directed to do any and all things necessary or proper to effect the establishment of the Park and the execution and delivery of the MCIP Agreement and the performance of all obligations of Jasper County under and pursuant to the MCIP Agreement and to carry out the transactions contemplated thereby and by this Ordinance.

(c) As of the date of enactment of this Ordinance, the Park shall consist of the Property located in Jasper County. It is recognized that the Park may from time to time consist of non-contiguous properties within each Member County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by (a) an ordinance of the Member County in which the property to be added or removed from the Park is actually located, and (b) a resolution (or comparable action) of the governing bodies of all other Member Counties.

**Section 5. *Payment of Fee-in-lieu of Taxes.***

(a) In accordance with Article VIII, Section 13(D) of the South Carolina Constitution, the area comprising the Park and all property having a situs therein is exempt from all *ad valorem* taxation. All owners and lessees of property situated in the Park will pay a fee in lieu of *ad valorem* taxes as provided for in the MCIP Agreement. The fee paid in lieu of *ad valorem* taxes shall be paid to the county treasurer of the county in which such property is located. That portion of the fee from the Park property located in a Member County and allocated pursuant to the MCIP Agreement to the other Member Counties shall be paid to the respective county treasurer (or other designated official) of the other Member Counties in accordance with the terms of the MCIP Agreement. Payments of fees in lieu of *ad valorem* taxes for each year will be due on the due date for property taxes for such year. Penalties for late payment will be at the same rate as late tax payments. Any late payment beyond the due date will accrue interest at the same rate as late tax payments. The Member Counties, acting by and through the appropriate official, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

(b) Nothing herein shall be construed to prohibit any Member County from negotiating and collecting reduced fees in lieu of taxes pursuant to Title 4, Chapter 29 or Chapter 12, or Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended, or any similar provision of South Carolina law.

**Section 6. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 7. *General Repealer.*** Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 8. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.

JASPER COUNTY, SOUTH CAROLINA

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Chair, Jasper County Council

(SEAL)  
ATTEST:

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Clerk of Council, Jasper County Council

First Reading: 10.17.2022  
Second Reading: 11.07.2022  
Public Hearing: 11.07.2022  
Third Reading:

Reviewed for form and draftsmanship by the Jasper County Attorney.

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David L. Tedder

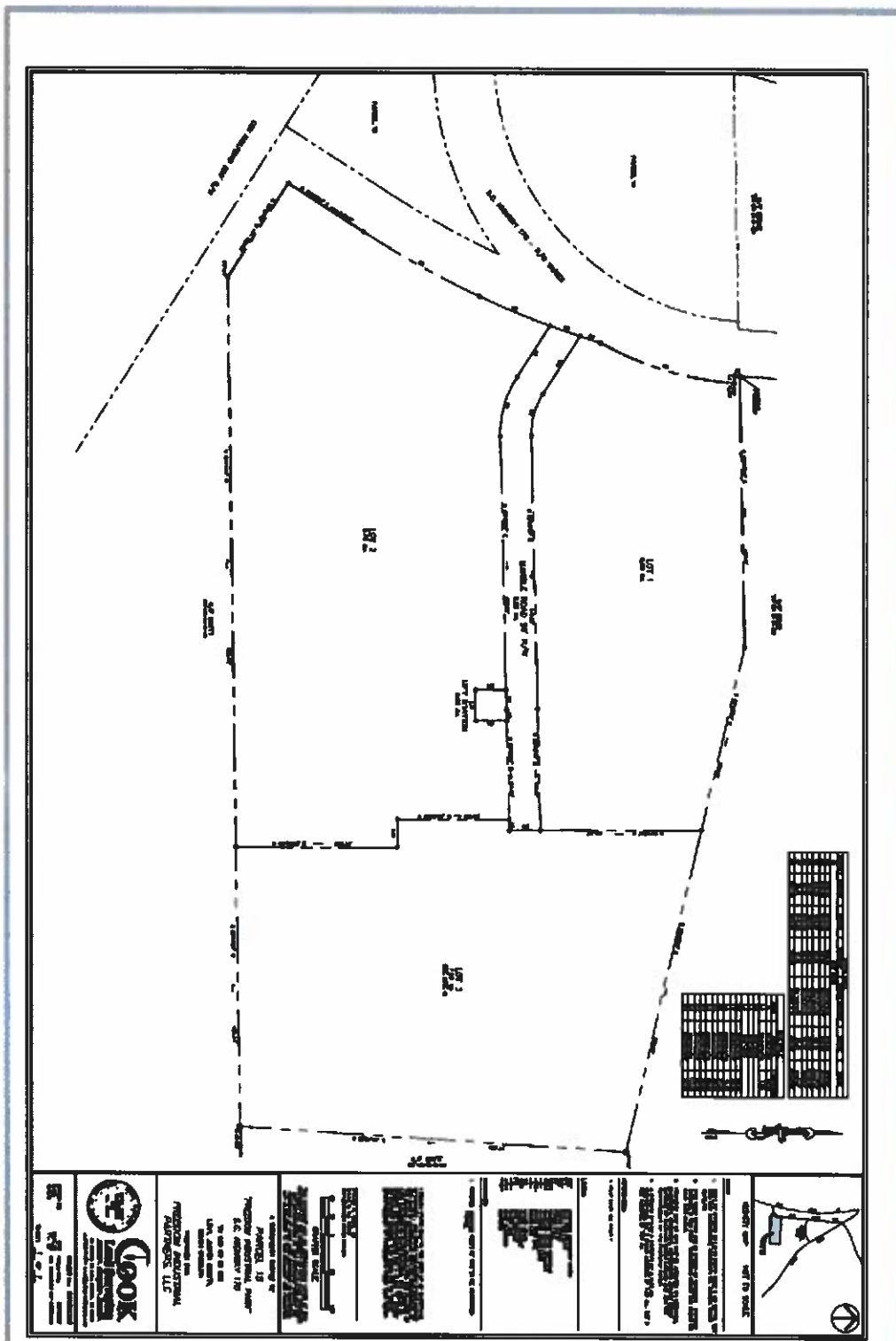
Date



**EXHIBIT A**  
**FORM OF FEE AGREEMENT**

### EXHIBIT B

All those certain properties consisting of Lot 2 and Lot 3 as more clearly delineated on that Survey dated February 4, 2022, prepared by Cook Land Surveying and attached hereto as Exhibit A-1.



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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT**

**BETWEEN**

**FREEDOM INDUSTRIAL PARTNERS, LLC AND FREEDOM INDUSTRIAL PARTNERS 2, LLC**

**AND**

**JASPER COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF \_\_\_\_\_, 2022**

**SUMMARY OF CONTENTS OF  
FEE AGREEMENT**

The parties have agreed to waive the requirement to recapitulate the contents of this Fee Agreement pursuant to Section 12-44-55 of the Code (as defined herein). However, the parties have agreed to include a summary of the key provisions of this Fee Agreement for the convenience of the parties. This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this Fee Agreement.

<b>PROVISION</b>	<b>BRIEF DESCRIPTION</b>	<b>SECTION REFERENCE</b>
<b>Sponsor Name</b>	<b>Freedom Industrial Partners, LLC and Freedom Industrial Partners 2, LLC</b>	
<b>Project Location</b>		
<b>Tax Map Nos.</b>	039-00-03-022	
<b>FILOT</b>		
• Phase Exemption Period	15 Years	Section 1.1
• Contract Minimum Investment Requirement	\$30,000,000	Section 1.1
• Investment Period	6 Years	Section 1.1
• Assessment Ratio	6%	Section 4.1
• Millage Rate	.459	Section 4.1
• Fixed or Five-Year Adjustable Millage	Fixed	Section 4.1
• Minimum Investment Requirement	Act Minimum Investment	Section 1.1
<b>Multicounty Park</b>	Jasper and Hampton County – Freedom Industrial Park	
<b>Infrastructure Credit</b>		
• Brief Description	10%	Section 5.1
• Credit Term	15 Years	Section 5.1
• Claw Back Information	Infrastructure Credit to be reduced if Company fails to meet Contract Minimum Investment Requirement during the Investment Period. Prorata reduction of Infrastructure Credit based upon formula set forth on Section 6.1.	Section 6.1
<b>Other Information</b>		

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Exhibit A – Description of Property  
Exhibit B – Form of Joinder Agreement

## FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT ("*Fee Agreement*") is entered into, effective, as of \_\_\_\_\_ 2022, between Jasper County, South Carolina ("*County*"), a body politic and corporate and a political subdivision of the State of South Carolina ("*State*"), acting through the Jasper County Council ("*County Council*") as the governing body of the County, and Freedom Industrial Partners, LLC and Freedom Industrial Partners 2, LLC, each a limited liability company organized and existing under the laws of the State of \_\_\_\_\_ (individually, the "*Company*" and collectively, the "*Companies*"), the Companies also being referred to herein as the ("*Sponsors*").

### WITNESSETH:

WHEREAS, Title 12, Chapter 44, ("*Act*") of the Code of Laws of South Carolina, 1976, as amended ("*Code*"), authorizes the County to induce manufacturing and commercial enterprises to locate in the State or to encourage manufacturing and commercial enterprises currently located in the State to expand their investments and thus make use of and employ the manpower, products, and other resources of the State by entering into an agreement with a sponsor, as defined in the Act, that provides for the payment of a fee-in-lieu of *ad valorem* tax ("*FILOT*") with respect to Economic Development Property, as defined below; and

WHEREAS, Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide credits ("*Infrastructure Credit*") against payments in lieu of taxes for the purpose of defraying of the cost of designing, acquiring, constructing, improving, or expanding (i) the infrastructure serving the County or a project and (ii) for improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise (collectively, "*Infrastructure*"); and

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

WHEREAS, the Sponsors anticipate that the Project will result in an investment of at least thirty million dollars (\$30,000,000) in the County; and

WHEREAS, by an ordinance enacted on \_\_\_\_\_, 2022, County Council authorized the County to enter into this Fee Agreement with the Sponsors to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsors to develop the Project in the County.

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

### ARTICLE I DEFINITIONS

**Section 1.1. Terms.** The defined terms used in this Fee Agreement have the meaning given below, unless the context clearly requires otherwise.

"*Act*" means Title 12, Chapter 44 of the Code, and all future acts successor or supplemental thereto or amendatory of this Fee Agreement.

***“Act Minimum Investment Requirement”*** means an investment of at least \$5,000,000 in the Project within five years of the Commencement Date.

***“Administration Expenses”*** means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including reasonable attorney’s and consultant’s fees. Administration Expenses does not include any costs, expenses, including attorney’s fees, incurred by the County (i) in defending challenges to the FILOT Payments[, Infrastructure Credits or other incentives] provided by this Fee Agreement brought by third parties or the Sponsor or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Sponsor outside of the immediate scope of this Fee Agreement, including amendments to the terms of this Fee Agreement.

***“Code”*** means the Code of Laws of South Carolina, 1976, as amended.

***“Commencement Date”*** means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2023.

***“Contract Minimum Investment Requirement”*** means a taxable investment in real and personal property at the Project of not less than \$30,000,000.

***“County”*** means Jasper County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

***“County Council”*** means the Jasper County Council, the governing body of the County.

***“Credit Term”*** means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Section 5.1.

***“Department”*** means the South Carolina Department of Revenue.

***“Developer” or “Developers”*** mean the Company or the Companies.

***“Developer Assets”*** means that Equipment and/or Real Property owned by the Developers and not conveyed or leased to another Sponsor or Sponsor Affiliate.

***“Diminution in Value”*** means a reduction in the fair market value of Economic Development Property, as determined in Section 4.1(a)(i) of this Fee Agreement, which may be caused by (i) the removal or disposal of components of the Project pursuant to Section 4.3 of this Fee Agreement; (ii) a casualty as described in Section 4.4 of this Fee Agreement; or (iii) a condemnation as described in Section 4.5 of this Fee Agreement.

***“Economic Development Property”*** means those items of real and tangible personal property of the Project placed in service not later than the end of the Investment Period that (i) satisfy the conditions of classification as economic development property under the Act, and (ii) are identified by a Sponsor in its annual filing of a PT-300S or comparable form with the Department (as such filing may be amended from time to time).



**“Equipment”** means all of the machinery, equipment, furniture, office equipment, and fixtures, together with any and all additions, accessions, replacements, and substitutions.

**“Event of Default”** means any event of default specified in Section 7.1 of this Fee Agreement.

**“Fee Agreement”** means this Fee-In-Lieu of *Ad Valorem* Taxes and Incentive Agreement.

**“Fee Term”** means the period from the effective date of this Fee Agreement until the Final Termination Date.

**“FILOT Payments”** means the amount paid or to be paid in lieu of *ad valorem* property taxes as provided in Section 4.1.

**“Final Phase”** means the Economic Development Property placed in service during the last year of the Investment Period.

**“Final Termination Date”** means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2029, the Final Termination Date is expected to be January 15, 2045, which is the due date of the last FILOT Payment with respect to the Final Phase.

**“Improvements”** means all improvements to the Real Property, including buildings, building additions, roads, sewer lines, and infrastructure, together with all additions, fixtures, accessions, replacements, and substitutions.

**“Infrastructure”** means (i) the infrastructure serving the County or the Project, (ii) improved and unimproved real estate, and personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, or (iii) such other items as may be described in or permitted under Section 4-29-68 of the Code.

**“Infrastructure Credit”** means the credit provided to the Sponsors pursuant to Section 12-44-70 of the Act or Section 4-1-175 of the MCIP Act and Section 5.1 of this Fee Agreement, with respect to the Infrastructure. Infrastructure Credits are to be used for the payment of Infrastructure constituting real property, improvements and infrastructure before any use for the payment of Infrastructure constituting personal property, notwithstanding any presumptions to the contrary in the MCIP Act or otherwise.

**“Investment Period”** means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending six (6) years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period represents a five (5) year investment period plus an additional one (1) year that the County has hereby granted pursuant to the provisions of the Act.

**“MCIP Act”** means Article VIII, Section 13(D) of the Constitution of the State of South Carolina, and Sections 4-1-170, 4-1-172, 4-1-175, and 4-29-68 of the Code.

**“Multicounty Park”** means the multicounty industrial or business park governed by the Freedom Industrial Park Multi-County Park Agreement, dated as of \_\_\_\_\_, 2022, between the County and Hampton County, South Carolina, as may be amended.

**“Net FILOT Payment”** means the FILOT Payment net of the Infrastructure Credit.

**“Phase”** means the Economic Development Property placed in service during a particular year of the Investment Period.

**“Phase Exemption Period”** means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

**“Phase Termination Date”** means, with respect to each Phase, the last day of the property tax year which is the 14<sup>th</sup> year following the first property tax year in which the Phase is placed in service.

**“Project”** means all the Equipment, Improvements, and Real Property in the County that the Sponsors or any other Sponsor or Sponsor Affiliate determine to be necessary, suitable, or useful by the Company or such other Sponsor or Sponsor Affiliate in connection with its investment in the County.

**“Real Property”** means real property that the Sponsors use or will use in the County for the purposes that Section 2.2(b) describes, and initially consists of the land identified on Exhibit A of this Fee Agreement.

**“Removed Components”** means Economic Development Property which the Company or Sponsor, as the case may be, in its sole discretion, (a) determines to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable, or unnecessary pursuant to Section 4.3 of this Fee Agreement or otherwise; or (b) elects to be treated as removed pursuant to Section 4.4(c) or Section 4.5(b)(iii) of this Fee Agreement.

**“Replacement Property”** means any property which is placed in service as a replacement for any Removed Component regardless of whether the Replacement Property serves the same functions as the Removed Component it is replacing and regardless of whether more than one piece of Replacement Property replaces a single Removed Component.

**“Sponsor”** or “Sponsors”) mean the Company or Companies and any entity that joins with the Companies and participates in the investment in, or financing of, the Project and which meet the requirements under the Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project. An additional Sponsor must join in the Fee Agreement by that Joinder Agreement, the form of which is attached hereto as Exhibit B. The Sponsor may also be a Sponsor Affiliate.

**“Sponsor Affiliate”** means an entity that joins with or is an affiliate of a Sponsor and participates in the investment at the Project and joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

**“State”** means the State of South Carolina.

**“Subdivided Parcel”** shall have the meaning set forth in Section 9.2.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsors, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsors, any other Sponsors or Sponsor Affiliates in connection with the Project through

federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsors or Sponsor Affiliates, as the case may be.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.1. *Representations and Warranties of the County.*** The County represents and warrants as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

(b) Based on representations by the Company, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or any incorporated municipality and to no charge against the County's general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) The County identified the Project, as a "project" on \_\_\_\_\_, 2022 by adopting an Inducement Resolution, as defined in the Act on \_\_\_\_\_, 2022.

(d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Fee Agreement.

(e) The County has located or will take all reasonable action to locate the Project in the Multicounty Park.

**Section 2.2. *Representations and Warranties of the Sponsors.*** Each Company represents and warrants as follows:

(a) The Company is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to develop the Project for the purpose of constructing and operating manufacturing and/or distribution facilities and other commercial enterprises and for such other purposes that the Act permits as the Company may deem appropriate.

(c) The Company's execution and delivery of this Fee Agreement and its compliance with the provisions of this Fee Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

(d) The Company will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement.

(e) The execution and delivery of this Fee Agreement by the County and the availability of the FILOT and other incentives provided by this Fee Agreement has been instrumental in inducing the Company to develop the Project in the County.

(f) The Company has retained legal counsel to confirm, or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. *The Project.*** The Sponsors intend and expect to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement within the Investment Period. The Sponsors anticipate that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2023. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsors are not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsors are, a Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

**Section 3.2 *Leased Property.*** To the extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by a Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement, subject, at all times, to the requirements of State law and this Fee Agreement with respect to property comprising Economic Development Property.

#### **Section 3.3. *Filings and Reports.***

(a) The Company shall file a copy of this Fee Agreement and a completed PT-443 with the Department and the Auditor, Treasurer and Assessor of the County and partner county to the Multicounty Park.

(b) On request by the County Administrator, a Sponsor shall remit to the County Administrator records accounting for the acquisition, financing, construction, and operation of the Project which records (i) permit ready identification of all Economic Development Property; (ii) confirm the dates that the Economic Development Property or Phase was placed in service; and (iii) include copies of all filings made in accordance with this Section.

**ARTICLE IV  
FILOT PAYMENTS**

**Section 4.1. *FILOT Payments.***

(a) The FILOT Payment due with respect to each Phase through the Phase Termination Date is calculated as follows:

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation; provided however, at the election of a Sponsor, the fair market value will be determined by appraisal by the Department, in which case the Real Property and Improvements will be subject to reappraisal no more than once every 5 years; and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company or a Sponsor if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.
- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 14 years thereafter or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.
- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2021, which is .459, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.

Upon election by a Company or any Sponsor to have any Real Property valued by appraisal of the Department, the Company or Sponsor, as the case may be, shall notify the County and such election shall be evidenced by an amendment to the Fee Agreement.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

(b) If a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties shall negotiate the reformation of the calculation of the FILOT Payments to most closely afford the Sponsors with the intended benefits of this Fee Agreement. If such order has the effect of subjecting the Economic Development Property to *ad valorem* taxation, this Fee Agreement shall terminate, and the Sponsor shall owe the County regular *ad valorem* taxes from the date of termination, in accordance with Section 4.7.

**Section 4.2. FILOT Payments on Replacement Property.** If a Sponsor elects to place Replacement Property in service, then, pursuant and subject to the provisions of Section 12-44-60 of the Act, the Sponsor shall make the following payments to the County with respect to the Replacement Property for the remainder of the Phase Exemption Period applicable to the Removed Component of the Replacement Property:

(a) FILOT Payments, calculated in accordance with Section 4.1, on the Replacement Property to the extent of the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

(b) Regular *ad valorem* tax payments to the extent the income tax basis of the Replacement Property exceeds the original income tax basis of the Removed Component the Replacement Property is deemed to replace.

**Section 4.3. Removal of Components of the Project.** Subject to the other terms and provisions of this Fee Agreement, a Sponsor is entitled to remove and dispose of components of the Project in its sole discretion. Components of the Project are deemed removed when scrapped, sold or otherwise removed from the Project. If the components removed from the Project are Economic Development Property, then the Economic Development Property is a Removed Component, no longer subject to this Fee Agreement and is subject to *ad valorem* property taxes to the extent the Removed Component remains in the State and is otherwise subject to *ad valorem* property taxes.

**Section 4.4. Damage or Destruction of Economic Development Property.**

(a) *Election to Terminate.* If Economic Development Property is damaged by fire, explosion, or any other casualty, then a Sponsor may terminate this Fee Agreement as to such Sponsor's interest. For the property tax year corresponding to the year in which the damage or casualty occurs, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to *ad valorem* taxes under the same circumstances for the period in question.

(b) *Election to Restore and Replace.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may restore and replace the Economic Development Property. All restorations and replacements made pursuant to this subsection (b) are deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property.

(c) *Election to Remove.* If Economic Development Property is damaged by fire, explosion, or any other casualty, and the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to restore or replace pursuant to subsection (b), then the damaged portions of the Economic Development Property are deemed Removed Components.

**Section 4.5. Condemnation.**

(a) *Complete Taking.* If at any time during the Fee Term, title to or temporary use of the Economic Development Property is vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation, or the right of eminent domain; by voluntary transfer under threat of such taking; or by a taking of title to a portion of the Economic Development Property which renders continued use or occupancy of the Economic Development Property commercially unfeasible in the judgment of a Sponsor, the Sponsor shall have the option to terminate such Sponsor's interest in this Fee Agreement by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Economic Development Property or a transfer in lieu, the Sponsor may elect: (i) to terminate this Fee Agreement; (ii) to restore and replace the Economic Development Property, with such restorations and replacements deemed, to the fullest extent permitted by law and this Fee Agreement, to be Replacement Property; or (iii) to treat the portions of the Economic Development Property so taken as Removed Components.

(c) In the year in which the taking occurs, the Sponsor is obligated to make FILOT Payments with respect to the Economic Development Property so taken only to the extent property subject to *ad valorem* taxes would have been subject to taxes under the same circumstances for the period in question.

**Section 4.6. Calculating FILOT Payments on Diminution in Value.** If there is a Diminution in Value, the FILOT Payments due with respect to the Economic Development Property or Phase so diminished shall be calculated by substituting the diminished value of the Economic Development Property or Phase for the original fair market value in Section 4.1(a) of this Fee Agreement.

**Section 4.7. Payment of Ad Valorem Taxes.** If Economic Development Property becomes subject to *ad valorem* taxes as imposed by law pursuant to the terms of this Fee Agreement or the Act, then the calculation of the *ad valorem* taxes due with respect to the Economic Development Property in a particular property tax year shall: (i) include the property tax reductions that would have applied to the Economic Development Property if it were not Economic Development Property; and (ii) include a credit for FILOT Payments the Sponsor has made with respect to the Economic Development Property.

**Section 4.8. Place of FILOT Payments.** All FILOT Payments shall be made directly to the County in accordance with applicable law.

**ARTICLE V  
ADDITIONAL INCENTIVES**

**Section 5.1. Infrastructure Credits.** To assist in paying for costs of Infrastructure, the Companies and any qualifying Sponsor are entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. All qualifying expenses of the Sponsors during the Investment Period shall qualify for a 15-year, 10% Infrastructure Credit. Beginning with the first annual FILOT Payment and continuing for the next fourteen annual FILOT Payments, the Sponsor will receive an annual credit in an amount equal to 10% of the annual FILOT Payment with respect to the Project; provided however, a Company or any Sponsor or Sponsor Affiliate may elect to begin application of the Infrastructure Credit in a year other than the year in which the first annual FILOT Payment is made. Such election may be made for each Subdivided Parcel (as defined in Section 9.2), unless already elected by the Company or Sponsor. In such event, the Company, Sponsor or Sponsor Affiliate, as the case may be, shall provide notice to the County Administrator of the County. Upon selection by a Company of

the year in which the Infrastructure Credit shall first apply, the Infrastructure Credit will continue to be applied to the next fourteen annual FILOT Payments. In no event may a Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

For each property tax year in which the Infrastructure Credit is applicable ("*Credit Term*"), the County shall prepare and issue the annual bills with respect to the Project showing the Net FILOT Payment. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

## **ARTICLE VI CLAW BACK**

### **Section 6.1. *Claw Back.***

(i) If following the end of the seventh (7th) property tax year after the Commencement Date, the County reasonably determines (based on the Sponsors' admissions or other actual data consistent with such finding) that the Sponsors have not achieved 75% of the Minimum Contract Investment Requirement during the Investment Period as of the end of the Investment Period, the County may, in its discretion, reduce the Infrastructure Credits on that portion of the Property that continues to be owned by the Companies or one of their affiliates ("Developer Assets") on a prospective basis.

For example (and by way of example only) if the Sponsors invested or cause to be invested \$15,000,000 in real property and real property improvements at the Project by the end of such property tax year (i.e., 50% of \$30,000,000), the County may, at its discretion, reduce the Infrastructure Credits from 10% to 5% (i.e., 50% of 10%), so the Infrastructure Credit is 5% of FILOT Payments made with respect to the Project

(ii) Notwithstanding the foregoing, and for the avoidance of doubt:

- a. The County may, in its discretion, elect to forego any reductions in Infrastructure Credits pursuant to this Section 6.1 hereof or extend the Investment Period pursuant to the provisions of the Act;
- b. Under no circumstances shall the County modify the terms of the Fee Agreement in a manner detrimental to the portion of the property that has been assigned to a Sponsor or Sponsor Affiliate who becomes a Sponsor or Sponsor Affiliate after the date of this Fee Agreement ("Sponsor Assets"). Instead, the claw back provided for by Section 6.1(i) will apply only to the Infrastructure Credits on Developer Assets on a prospective basis and not to Sponsor Assets; and
- c. In the event that Infrastructure Credits are reduced pursuant to Section 6.1 hereof, but following such reduction, the Company proves to the reasonable satisfaction of the County that it is on pace to achieve or has achieved the Minimum Contract Investment Requirement, any prior reductions in Infrastructure Credits may be rescinded in the County's sole discretion.

## **ARTICLE VII DEFAULT**

**Section 7.1. *Events of Default.*** The following are "Events of Default" under this Fee Agreement:



(a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;

(b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;

(c) A representation or warranty made by a Sponsor which is deemed materially incorrect when deemed made;

(d) Failure by a Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 7.2. Remedies on Default.**

(a) If an Event of Default by a Sponsor has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate this Fee Agreement as to the defaulting Sponsor's interest; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages;

(iii) Notwithstanding anything set forth herein to the contrary, in the event the Sponsors, together with any other Sponsor or Sponsor Affiliate, fail to meet the Contract Minimum Investment Requirement, the County's sole remedy will be the clawback as provided in Article VI.

(b) If an Event of Default by the County has occurred and is continuing, a Sponsor may take any one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 7.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 7.4. Remedies Not Exclusive.** No remedy described in this Fee Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Fee Agreement or existing at law or in equity or by statute.

## **ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS**

**Section 8.1. Right to Inspect.** The County and its authorized agents, at any reasonable time on prior written notice (which may be given by email), may enter and examine and inspect the Project for the purposes of permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

**Section 8.2. Confidentiality.** The County acknowledges that a Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential Information*”) and that disclosure of the Confidential Information could result in substantial economic harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as “*Confidential Information*.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Sponsor acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Sponsor with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure, and to cooperate reasonably with any attempts by the Sponsor to obtain judicial or other relief from such disclosure requirement.

### **Section 8.3. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, each Sponsor 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 Sponsors 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 Sponsors shall pay the County within 30 days of receipt of the statement. The Sponsors 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 Sponsors to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsors shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsors' expense. The Sponsors are entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Sponsors are not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsors are 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 Sponsors 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 Sponsors notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

**Section 8.4. *No Liability of County Personnel.*** All covenants, stipulations, promises, agreements and obligations of the County contained in this Fee Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Fee Agreement or for any claims based on this Fee Agreement may be had against any member of County Council or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 8.5. *Limitation of Liability.*** The County is not liable to the Sponsors for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsors under this Fee Agreement. Notwithstanding anything in this Fee Agreement to the contrary, any financial obligation the County may incur under this Fee Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

**Section 8.6. *Assignment.*** A Sponsor may assign its interest in this Fee Agreement in whole or in part with the prior written consent of the County or a subsequent written ratification by the County, which may be done by resolution, and which consent or ratification the County will not be unreasonably withheld. The Sponsor agrees to notify the County and the Department of the identity of the proposed transferee within 60 days of the transfer. In case of a transfer, the transferee assumes the transferor's basis in the Economic Development Property for purposes of calculating the FILOT Payments.

**Section 8.7. *No Double Payment; Future Changes in Legislation.*** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. A Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 8.8. Administration Expenses.** The Sponsors will reimburse, or cause reimbursement to, the County for Administration Expenses in an amount not to exceed \$7,500. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

## **ARTICLE IX SPONSOR AND SPONSOR AFFILIATES**

**Section 9.1. Sponsor and Sponsor Affiliates.** The *Sponsors* 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 Act, which Sponsors or Sponsor Affiliates shall be persons who join with the Company and other Sponsors 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. All other Sponsor or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Act are subject to the consent of the County, which consent shall not be unreasonably withhold. 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, to the extent permitted by Section 12-44-30(19) of the Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 4.1 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Contract Minimum Investment Requirement by the end of the Investment Period. A 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 9.01 in accordance with Section 12-44-130(B) of the Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become a party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates. The Sponsor or Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor or Sponsor Affiliate, as the case may be, to the County.

**Section 9.2. Subdivision and Transfer.** The County hereby acknowledges the Company may subdivide the Property into separate parcels (the "**Subdivided Parcels**") and sell or lease such Subdivided Parcels to other Sponsors. Upon execution of the Joinder Agreement, such Sponsors will become subject to the terms of this Fee Agreement. It is intended that each such Sponsor shall be responsible for compliance with the terms and provisions herein as pertains to such Subdivision Parcel. A default by such Sponsor shall not be deemed a default by the other Sponsors hereunder.

## **ARTICLE X MISCELLANEOUS**

**Section 10.1. Notices.** Any notice, election, demand, request, or other communication to be provided under this Fee Agreement is effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms of this Fee Agreement require receipt rather than sending of any notice, in which case such provision shall control:

**IF TO THE COMPANIES:**

Freedom Industrial Partners, LLC |

Attn:

**Freedom Industrial Partners 2, LLC**

Attn:

**WITH A COPY TO (does not constitute notice):**

Haynsworth Sinkler Boyd, P.A.  
Attn: Gary W. Morris  
1201 Main Street, Suite 2200  
Columbia, SC 29201

**IF TO THE COUNTY:**

Jasper County, South Carolina  
Attn: County Administrator  
PO Box 1149  
358 Third Avenue,  
Ridgeland, SC 29936

**WITH A COPY TO (does not constitute notice):**

Parker Poe Adams & Bernstein  
Attn: Ray Jones  
1221 Main Street, Suite 1100  
Columbia, SC 29201

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsors.** Except as otherwise specifically provided in this Fee Agreement, nothing in this Fee Agreement expressed or implied confers on any person or entity other than the County and the Sponsors any right, remedy, or claim under or by reason of this Fee Agreement, this Fee Agreement being intended to be for the sole and exclusive benefit of the County and the Sponsors.

**Section 10.3. Counterparts.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 10.4. Governing Law.** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Fee Agreement to the laws of another jurisdiction, governs this Fee Agreement and all documents executed in connection with this Fee Agreement.

**Section 10.5. Headings.** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and do not constitute a part of this Fee Agreement.

**Section 10.6. Amendments.** This Fee Agreement may be amended only by written agreement of the parties to this Fee Agreement.

**Section 10.7. Agreement to Sign Other Documents.** From time to time, and at the expense of the Sponsor, to the extent any expense is incurred, the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

**Section 10.8. Interpretation; Invalidity; Change in Laws.**

(a) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, to the extent not inconsistent with any of the explicit terms of this Fee Agreement.

(b) If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Fee Agreement are unimpaired, and the parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Fee Agreement so as to afford the Sponsor with the maximum benefits to be derived under this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible, within the provisions of the Act, to locate the Project in the County.

(c) The County agrees that in case the FILOT incentives described in this Fee Agreement are found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to negotiate with the Sponsor to provide a special source revenue or Infrastructure Credit to the Sponsor (in addition to the Infrastructure Credit explicitly provided for above) to the maximum extent permitted by law, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 10.9. Force Majeure.** The Sponsor is not responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fires, floods, inability to obtain materials, conditions arising from governmental orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Sponsor's reasonable control.

**Section 10.10. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates on the Final Termination Date.

(b) The Sponsor is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project on providing the County with 30 days' notice.

(c) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement.

The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 10.11. *Entire Agreement.*** This Fee Agreement expresses the entire understanding and all agreements of the parties, and neither party is bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery of this Fee Agreement.

**Section 10.12. *Waiver.*** Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**Section 10.13. *Business Day.*** If any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Fee Agreement, and no interest will accrue in the interim.

**Section 10.14. *Agreement's Construction.*** Each party and its counsel have reviewed this Fee Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Fee Agreement or any amendments or exhibits to this Fee Agreement.

*[Signature pages follow]* **IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

REMAINDER OF PAGE INTENTIONALLY BLANK]

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

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

**ATTEST:**

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

*[Signature Page 1 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]*



**FREEDOM INDUSTRIAL PARTNERS, LLC |**

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

**FREEDOM INDUSTRIAL PARTNERS 2, LLC**

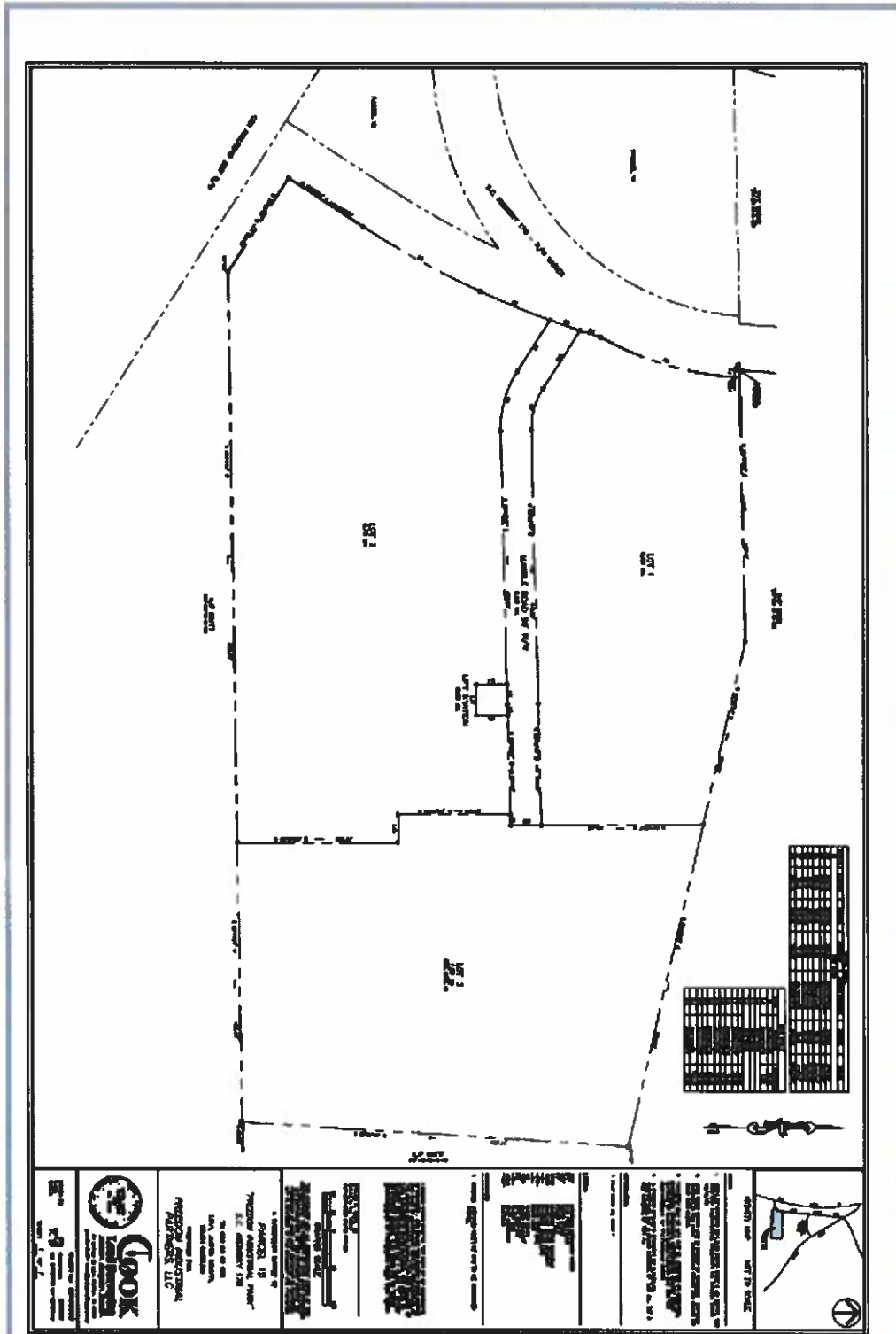
By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page 2 to Fee in Lieu of Ad Valorem Taxes [and Incentive] Agreement]*

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

All those certain properties consisting of Lot 2 and Lot 3 as more clearly delineated on that Survey dated February 4, 2022, prepared by Cook Land Surveying and attached hereto as Exhibit A-1.

EXHIBIT A-1



**EXHIBIT B (see Section 9.1)  
FORM OF JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective \_\_\_\_\_ m 2021 (“Fee Agreement”), between Jasper County, South Carolina (“County”) and Freedom Industrial Partners, LLC and Freedom Industrial Partners 2, LLC (the “Sponsor”).

**1. Joinder to Fee Agreement.**

[\_\_\_\_\_], a [STATE] [corporation]/[limited liability company]/[limited partnership] authorized to conduct business in the State of South Carolina, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor [except the following: \_\_\_\_\_]; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor [except the following \_\_\_\_\_]; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor/Sponsor Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor/Sponsor Affiliate under the Fee Agreement and Section 12-44-30(18), Section 12-44-30(20) and Section 12-44-130 of the Act.

[As a Sponsor, \_\_\_\_\_ hereby further agrees to fully perform all of the obligations of the Sponsor set forth in the Fee Agreement.]

**2. Capitalized Terms.**

Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.**

The Sponsor/Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor/Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor/Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived or cured, under any agreement or instrument to which the Sponsor/Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor/Sponsor Affiliate to join with the Company in the Project in the County.

**4. Governing Law.**

This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State of South Carolina.

**5. Notice.**

Notices under Section 10.1 of the Fee Agreement shall be sent to:

[ \_\_\_\_\_ ]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

FREEDOM INDUSTRIAL PARTNERS, LLC

Name of Entity

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

Its: \_\_\_\_\_

\_\_\_\_\_  
Date

FREEDOM INDUSTRIAL PARTNERS, LLC

Name of Entity

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

Its: \_\_\_\_\_

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

**JASPER COUNTY, SOUTH CAROLINA**

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

Its: \_\_\_\_\_

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

**THIS AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (FREEDOM INDUSTRIAL PARK)** 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 taxpaying 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 41-170 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 industrial, distribution and/or commercial facilities, 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 and resolution of the county council of Hampton County. 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 the ordinance of Jasper County Council and resolution of Beaufort County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the enactment by Jasper County Council of its ordinance 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.** 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.

**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 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: (I) 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 generated 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 terms of an intergovernmental agreement (Exhibit B) with the City of Hardeeville:

(B) Revenues allocable to Hampton County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Jasper County portion of the Park shall be distributed solely to 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 fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes ("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. 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.

**10. 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.

**11. 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.

**12. 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.

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

**14. 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.

**15. 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 any party and shall remain in effect for a period equal to the longer of (i) twenty-one (21) 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. Notwithstanding anything in this Agreement to the contrary, this Agreement may not be terminated to the extent that Jasper County has outstanding contractual commitments to any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property requiring designation of such property as part of a multi-county industrial/business park pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina and/or Title 4, Chapter 1 of the



Code (the "Act"), unless Jasper County shall first (i) obtain the written the consent of such owner, lessee/tenant, or other taxpayer or (ii) designate such parcel as part of another multi-county industrial/business park pursuant to the Act effective immediately upon termination of this Agreement. Additionally, in the event that Jasper County complies with the preceding sentence, Jasper County may terminate this Agreement upon providing thirty (30) days' notice to Hampton County and any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property.

**16. 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.

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: \_\_\_\_\_  
Chairman, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

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

HAMPTON COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

Exhibit A (Jasper)  
PARK PROPERTY

All those certain properties consisting of Lot 2 and Lot 3 as more clearly delineated on that Survey dated February 4, 2022, prepared by Cook Land Surveying and attached hereto as Exhibit A-1.



# AGENDA ITEM:

XI-E

Note:

This Item is a Public  
Hearing Only

**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: 11.07.2022  
Adopted: \_\_\_\_\_

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

# AGENDA ITEM:

XI-F

Note:

This Item is a Public  
Hearing Only

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #O-2022-32**

**ORDINANCE OF JASPER COUNTY COUNCIL**

An Ordinance authorizing the sale of TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.40 acres, and TMS 048-00-01-032, approximately 2 acres, to Gopher Hill Properties, LLC, or its assigns, and to authorize the Jasper County Administrator to execute such contracts, deeds and other documents as may be necessary and appropriate to effect the sale.

**WHEREAS**, Jasper County and Gopher Hill Properties, LLC (“GHP”) 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, by and through St. Peters Parish/Jasper County Public Facilities Corporation, and GHP would purchase three parcels of land totaling approximately 25.02 acres located at the Cypress Ridge Industrial Park, said parcels having TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.40 acres, and TMS 048-00-01-032, approximately 2 acres, in order to expand and grow the existing commercial enterprise located adjacent thereto; and

**WHEREAS**, the Agreement further provides for the acquisition from GHP by Jasper County at closing as part of the sales price of the properties being acquired by GHP, title to approximately 25.52 acres, more or less, located in the Cypress Ridge Industrial Park; and

**WHEREAS**, the Jasper County Council on October 3, 2022, approved the negotiation and execution of the Agreement by the Administrator on behalf of Jasper County; and



**WHEREAS**, subsequently, a modification to the Agreement was requested by GPH, which has been presented to Council for ratification by Council and authorization for the Administrator to execute; 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 modified 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;

**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 approval of the Agreement, a copy of which is attached as Exhibit "A", and the execution and delivery of the Agreement 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 an executed copy of the modified Agreement (Exhibit "A", 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. County Council authorizes the acceptance of the two parcels of land referenced in the Agreement as partial payment for the property being transferred from the County, and the County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver on behalf of Jasper County, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property referenced to Jasper County.

5. 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-2022-32**

First Reading: 10.17.2022

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

Public hearing: 11.07.2022

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

## AGREEMENT OF PURCHASE AND SALE

**THIS AGREEMENT OF PURCHASE AND SALE** (the “**Agreement**”) made this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina (hereinafter “**Seller**”), by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation and GOPHER HILL HOLDING, LLC, a Georgia limited liability company (hereinafter “**Purchaser**”).

### RECITALS:

1. Seller owns certain real property in Jasper County, South Carolina, consisting of 1) approximately 10.62 acres of land with a steel commercial building located thereon, more specifically identified as tax map number 048-00-01-029, and 2) approximately 12.40 acres without improvements more specifically identified as tax map number 048-00-01-012, and 3) approximately 2.00 acres without improvements more specifically identified as tax map number 048-00-01-032, all having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, being more particularly described on Exhibit A attached hereto (the “**Property**”).

2. Purchaser desires to purchase the Property.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property.** Seller agrees to sell and Purchaser agrees to purchase, upon the terms and conditions hereinafter set forth, that certain parcel of land, together with any existing improvements thereon, consisting of approximately 10.62 acres, a parcel consisting of approximately 12.40 acres, and a parcel consisting of approximately 2.00 acres located in Jasper County, South Carolina, as more particularly shown on Exhibit A (the “**Property**”), together with the portion of all easements, personal property, contract rights, permits, licenses and other rights benefitting and pertaining to the Property.

1.1 Seller agrees to grant to Purchaser access to the parcel TMP 048-00-01-012 from Cypress Ridge Drive South by right of way/easement. Such access to accommodate two roads for separate ingress and egress.

2. **Purchase Consideration; Earnest Money.**

2.1 Purchase Consideration. The purchase price for the Property shall be a combination of cash and property as follows:

a. \$10,000.00, earnest money deposit, the receipt of which is acknowledged (to be held by the escrow agent named below);

b. Two parcels of unimproved land currently owned by purchaser, specifically 25.52 acres, more or less (TMP 048-00-01-007) and 19.09 acres more or less (TMP 048-00-01-005),

c. \$ 1,490,000.00, representing the balance of the purchase price to be due and payable at closing (as defined below), and such costs as are Purchaser’s responsibility, subject to such adjustments and prorations provided herein.

2.2 All amounts due hereunder shall be paid in United States currency by bank wire transfer to an account designated by Seller.

2.2.1 Purchaser enters into this Agreement based on the proposed incentives from various parties relating to tax abatement, upfit funding, etc. These incentives will be contracted under separate agreements that accrue to the benefit of the Purchaser and/or the subsequent lessee.

2.2.2 Tax abatement incentives apply to the all land and buildings being conveyed to purchaser in this transaction.

2.3 Earnest Money.

Within three (3) business days after the Effective Date, Purchaser shall deposit with Harvey and Battey, PA (the “Escrow Agent”), having an address of 1001 Craven Street, Beaufort, SC 29902 Attention: Kevin Dukes, Esq. (“Escrow Agent”), the amount of TEN THOUSAND AND NO/00 Dollars (\$10,000.00) (the “Earnest Money”), paid by check or wire transfer. The Earnest Money shall be fully refundable during the Feasibility Period (as defined herein). Thereafter, the Earnest Money shall be deemed non-refundable to Purchaser, except in the event of a Seller default or as otherwise provided for herein. Unless earlier disbursed, the Earnest Money shall be disbursed to Seller and credited against the Purchase Price at the Closing. The Earnest Money shall be held in a non-interest bearing IOLTA trust account.

This Agreement constitutes and shall serve as escrow instructions to Escrow Agent for the purposes of administering the escrow account and Earnest Money. In the event (i) any dispute arises between Seller and Purchaser regarding the disbursement of the Earnest Money or (ii) Escrow Agent receives conflicting instructions with respect thereto, Escrow Agent shall withhold such disbursement until otherwise instructed in writing by both parties or until directed by a court of competent jurisdiction. If Escrow Agent incurs fees or expenses as a result of such a dispute, then Seller and Purchaser shall split equally the payment of such fees and/or expenses between them. Seller and Purchaser agree that, except as provided herein, Escrow Agent shall incur no liability whatsoever in connection with Escrow Agent’s performance under this Agreement. Seller and Purchaser hereby jointly and severally release and waive any claims they may have against Escrow Agent that may result from its performance of its functions under this Agreement. Escrow Agent shall be liable only for loss or damage caused by any of its employees’ acts of wanton or willful misconduct while performing as Escrow Agent. It is acknowledged David L. Tedder, Esq., is the Jasper County Attorney, and also is “of counsel” with the law firm of Harvey and Battey. Inasmuch as the Escrow Agent’s duties are ministerial, Purchaser and Seller, after disclosure and an opportunity to seek independent legal advice, hereby waive any conflict of interest and agree that David L. Tedder shall not be disqualified from acting as the Seller’s attorney in this or any of the other transactions contemplated herein; i.e., the purchase of the two parcels of land identified above.

3. **Survey.**

Within the Feasibility Period, Purchaser may cause the preparation of a survey of the Property (the “Survey”) by a registered South Carolina surveyor of Purchaser’s choice.

4. **Inspection.**

To the extent that such documents exist and are in Seller’s possession, Seller shall make available to Purchaser within ten (10) business days after the Effective Date (i) a copy of Seller’s existing owner’s title insurance policy for the Property or, if same is dated later than such policy, a copy of any existing title commitment for the Property, and (ii) the most recent survey of the Property in the possession of Seller, and (iii) any governmental approvals, permits or correspondence, engineering data, reports, zoning approval, plans and tests, environmental data and reports, subdivision plans and reports, utility

commitments, drainage reports, soils reports, zoning restrictions, deed restrictions, and other similar documents, and all recorded instruments affecting the Property .

Commencing on the Effective Date and expiring on November 15, 2022 (the “**Feasibility Period**”), Purchaser’s and/or its agents, consultants, contractors, employees and principals (“**Purchaser’s Agents**”) shall have the right to investigate the Property and all matters relevant to the acquisition, ownership, development, permitting, governmental approval, and utility supply of and for the Property, including, without limitation, the right to enter onto the Property to conduct, at Purchaser’s sole cost and expense, such physical, engineering, environmental, soil and feasibility studies on the Property as Purchaser deems appropriate. No inspection, examination, study, or test shall interfere with Seller’s use of the Property and/or violate any law or regulation of any governmental entity having jurisdiction over the Property. Purchaser acknowledges that, as of the expiration of the Feasibility Period, Purchaser will have had a full opportunity and adequate time to inspect and investigate the condition of the Property to Purchaser’s full satisfaction.

If Purchaser determines, in its sole and absolute discretion, that the Property is unsuitable for the intended use, or for any reason or for no reason, Purchaser may terminate this Agreement by written notice to Seller prior to the expiration of the Feasibility Period, in which event the Earnest Money shall be returned to Purchaser and the parties shall be relieved of any further rights or obligations hereunder. If Purchaser elects to terminate this Agreement by providing written notice of its intention to terminate to Seller, Purchaser shall restore the Property to its condition immediately prior to entry thereon by Purchaser and Purchaser’s Agents, and shall deliver to Seller any materials prepared in Purchaser’s investigation of the Property, but specifically excluding information relating to Purchaser’s business such as market studies, as soon as practicable thereafter. If Purchaser does not so notify Seller in writing of its intention to terminate prior to the expiration of the Feasibility Period, Purchaser shall be deemed to have determined the Property to be suitable for the intended use and this Agreement shall continue in full force and effect pursuant to the terms contained herein, and the Earnest Money shall become non-refundable except for Seller default in performing its obligations hereunder.

To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller and their respective members, officers, directors, employees, agents and consultants (collectively, the “**Sellers**”) from and against any and all claims, causes of action, damages, costs, and expenses of any kind, including, without limitation, reasonable attorneys’ fees and court costs arising from any activities undertaken by Purchaser or its agents, consultants, contractors, employees, or principals on the Property as part of the exercise of Purchaser’s rights hereunder; provided, however, in no event shall Purchaser or Seller be responsible for any reduction of value of the Property resulting from the discovery of any hazardous substances on, or other defects in the Property.

## 5. **Closing.**

5.1 Closing Date. Closing shall occur on or before November 22, 2022. The date on which Closing occurs shall be referred to as the “**Closing Date**”.

### 5.2 Closing Costs and Prorations.

At the Closing, Seller shall pay fees for the recording of (i) any lien or mortgage release or satisfaction, if any, necessary to deliver the Property, free of such lien or mortgages (ii) the cost of deed stamps, if applicable; and (iii) any costs incurred by Seller, including its own attorneys’ fees.

At the Closing, Purchaser shall pay or cause to be paid on Purchaser’s behalf (i) all costs and charges incident to any mortgage executed by Purchaser, including, without limitation, recording fees, mortgagee’s title insurance premiums, mortgage application, origination, and assumption fees, and survey costs, if applicable; (ii) the recording fees for recording the Deed; (iii) Survey fees; (iv) owner’s title

insurance premiums, endorsements and fees; and (v) any costs incurred by Purchaser, including its own attorneys' fees.

Ad valorem taxes against the Property shall not be pro-rated, as County-owned property is exempt and no tax has been assessed for tax year 2022.

### 5.3 Title.

Purchaser shall obtain, at Purchaser's sole cost and expense, a commitment for an owner's policy of title insurance for the Property (the "**Title Commitment**"), which Title Commitment shall be issued by a South Carolina licensed title insurance company (the "**Title Company**"). Purchaser shall have until October 28, 2022 at 5:00 p.m. ("**Title Review Period**") to review the status of title to the Property, obtain the Survey at Purchaser's expense (if desired), and deliver written notice to Seller of any objections Purchaser may have to title exceptions or defects identified in such commitment or disclosed by such Survey other than Permitted Exceptions (the "**Title Objections**").

As used herein, the term "**Permitted Exceptions**" means (i) liens for taxes (including, roll-back taxes), assessments, both general and special, and other governmental charges that are not yet due and payable (but which shall be pro-rated as described herein), (ii) building codes and zoning ordinances and other laws, ordinances, regulations, rules, orders or determinations of any federal, state, county, municipal or other governmental authority heretofore, now or hereafter enacted, made or issued by any such authority affecting the Property, (iii) rights of riparian landowners for the use and the continued flow of the streams and creeks running over, upon, and through the Property, if any, (iv) development and use restrictions and conditions imposed by federal, state, and local laws with respect to those portions of the property designated as "wetlands," if any, (v) all matters, restrictions and matters that would be disclosed by an accurate survey of the Property but not properly raised as a Title Objection, and (vi) any matter listed in the Title Commitment but not properly raised as a Title Objection.

Except for matters as to which Purchaser is entitled to object hereunder and which such title Objections are described in any such notice from Purchaser, Purchaser shall be deemed to have waived its right to object to, and to have approved, all title exceptions or defects indicated on the Title Commitment and all matters that would be disclosed by a current and accurate survey. If Purchaser notifies Seller of any Title Objection(s), Seller shall have twenty (20) days after receipt of such notice to attempt or not attempt to cure or satisfy such Title Objection(s); provided however, Seller shall not be required to remove any Title Objection. If Purchaser raises any Title Objection and the Title Objection is not satisfied by Seller within the time period allowed, Purchaser shall have the right to terminate this Agreement and receive a return of the Earnest Money, in which event the parties shall be relieved of any further rights or obligations hereunder, except as to any indemnity obligations of Purchaser which expressly survive the termination of this Agreement, or Purchaser may proceed with each Closing without abatement to the Purchase Price. If Seller does so cure or satisfy the Title Objection, this Agreement shall continue in full force and effect. Purchaser shall have the right at any time to waive any Title Objection that Purchaser may have made and proceed to Closing. Notwithstanding the above, Seller shall remove all monetary liens or encumbrances created by, through, or under Seller encumbering the Property prior to or at Closing. The proceeds from the Closing may be utilized to pay such monetary liens or encumbrances.

Purchaser, at its sole cost and expense, may obtain an updated Title Commitment (the "**Updated Commitment**") for the Property at any time prior to Closing and, if exceptions are noted to which Purchaser may object hereunder and were not listed as exceptions in the initial Title Commitment, Purchaser may notify Seller within five (5) days after the date of such Updated Commitment, but not later than the Closing Date, and the foregoing provisions relating to Seller's opportunity to cure shall apply. The Closing Date shall be extended as necessary to permit Seller the opportunity to cure as provided herein, sure the Seller elect to attempt a cure. If Purchaser raises an objection based on the Updated Commitment and Seller elects

not to cure the objection, Purchaser may terminate this Agreement and receive a return of the Earnest Money. Notwithstanding the foregoing, Seller shall not knowingly permit any exceptions or encumbrances against the Property after the Effective Date without Purchaser's express written consent.

#### 5.4 Closing Documents.

5.4.1 Deeds. At Closing, Seller shall deliver good and marketable title to the Property to Purchaser by a quit-claim deed, and if requested, a quit-claim deed to the Property as described in the new Survey. The deed shall be in proper form for recording and shall be duly executed and acknowledged, all at Seller's expense. Seller represents, but does not warrant, to the best of its actual knowledge that the title to the Property shall be good and marketable, free and clear of all tenancies and other liens and encumbrances except property taxes for the current year and utility service easements and other matters of record. Seller shall also execute and deliver to Purchaser at Closing, all at Seller's expense, the following:

(a) **Settlement Statement.** A signed settlement statement (prepared by Seller's attorney) reflecting disbursements in accordance with this Agreement.

(b) **General Assignment.** An assignment of any intangible property, permits, or licenses pertaining to the Property.

(c) **No Lien Affidavit.** An affidavit and indemnification agreement, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company), that there are no amounts owed for labor, materials or services with respect to the Property.

(d) **Owner's Affidavit.** An affidavit, for the benefit of Purchaser and Purchaser's title insurance company (in the form required by the title insurance company, subject however to the restriction that South Carolina governmental bodies are prohibited from indemnifying others), that there are no tenants or others claiming interests in the Property.

(e) **Residency Certificates.** Certificates, certifying under oath, that the Seller is not a "non-resident" within the meaning of S.C. Code Section 12-8-580 nor a "foreign person" as defined in Section 1445 of the U.S. Internal Revenue Code.

(f) **Certificate of Tax Compliance.** N/A.

(g) **Withholding Affidavit.** Non-Resident Seller Withholding Affidavit (Form 1-295) (SC Code Section 12-8-580) and, if applicable, a Non-Resident Real Estate Withholding Certificate (Form I-290).

(h) **Other Documents.** Other closing documents as reasonably required by Purchaser or the Title Company.

5.4.2 At Closing Purchaser shall provide a settlement statement and such other documents as may be reasonably requested by Seller or the Title Company.

5.5 **Possession.** Seller shall deliver sole and exclusive possession of the Property to Purchaser upon Closing.

#### 6. **Seller's Representations.**

Seller represents to Purchaser as follows:

Seller is the sole record owner of the Property as of the Effective Date and shall be the sole record owner of the Property as of the Closing Date;

This Agreement has been duly authorized and, when executed and delivered, shall constitute a legal, valid, and binding obligation of Seller, enforceable in accordance with its terms;

To Seller's knowledge, as of the Effective Date and as of the Closing Date, the Property does not and shall not contain hazardous wastes, hazardous substances, toxic substances, hazardous air pollutants, or toxic pollutants, as those terms are used in applicable federal, state, or local environmental laws;

To Seller's knowledge, as of the Effective Date and as of the Closing Date, it has received no notice of any action, litigation, pending or threatened condemnation, or other proceeding of any kind pending against Seller that relates to or affects the Property; and

Seller's representations are true and correct as of the Effective Date and the continued truth and accuracy thereof at the time of Closing shall be a condition to all of Purchaser's obligations under this Agreement. Seller shall notify Purchaser promptly of any facts that Seller may receive after the Effective Date, actual notice of which would cause any of Seller's representations to be untrue on the date of each Closing.

Purchaser acknowledges that this Agreement is entered into by Purchaser without reliance on any covenants, warranties, statements or representations, either written or oral, express or implied, by Seller, or by any agent, employee or representative of Seller, or by any broker or other person purporting to represent Seller, except as specifically set forth in this Agreement. Purchaser represents that its decision to enter into this Agreement is based on Purchaser's independent investigation and evaluation of the Property and the merits for consummating the transactions contemplated by this Agreement. Purchaser is aware of the South Carolina constitutional prohibition against governmental bodies indemnifying or holding harmless any contracting party.

Except for the representations specifically stated in Section 6 of this Agreement, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING, AND SPECIFICALLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY AND UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY IN ITS "AS-IS", "WHERE-IS" CONDITION.

**7. Purchaser's Representations.**

Purchaser represents to Seller as follows:

Purchaser is a limited liability company, established under the laws of the State of Georgia.

Purchaser's execution, delivery, and performance of this Agreement is not prohibited by and will not constitute a default under any other agreement, covenant, document or instrument;

This Agreement has been duly authorized and, when executed and delivered, shall constitute a legal, valid, and binding obligation, enforceable in accordance with its terms;

To Purchaser's knowledge, there is no litigation pending, or to Purchaser's knowledge threatened, that would have a material and adverse effect on Purchaser's ability to perform its obligations under this Agreement; and



Purchaser's representations are true and correct as of the Effective Date and the continued truth and accuracy thereof at the time of each Closing shall be a condition to all of Seller's obligations under this Agreement. Purchaser shall notify Seller promptly of any facts that it may receive after the Effective Date, actual notice of which would cause any of its representations to be untrue on the date of each Closing.

## 8. General Provisions.

8.1 Condemnation. If prior to Closing, Seller should receive notice of the commencement or threatened commencement of eminent domain or other like proceedings against any material portion of the Property Seller shall immediately notify Purchaser in writing and Purchaser shall elect within ten (10) days after receipt of such notice, by delivering written notice to Seller, either (a) to terminate this Agreement, in which event the Earnest Money shall be refunded to Purchaser and the parties shall be relieved of any further rights or obligations hereunder; or (b) to continue this Agreement in full force and effect, but subject to such proceedings, in which event the Purchase Price shall remain the same and Seller shall transfer and assign to Purchaser at the Closing all condemnation proceeds and rights to additional condemnation proceeds, if any, relating to the Property. If Purchaser does not notify Seller of Purchaser's election within such ten (10) day period, Purchaser shall be deemed to have elected to continue this Agreement in accordance with clause (b) of this Section 8.1.

### 8.2 No Joint Venture; Third-Party Beneficiaries.

Purchaser and Seller acknowledge that they are not co-developers, partners, joint venture partners, or principals and agents. Seller's obligations hereunder shall run solely to Purchaser and Seller shall have no obligations, express or implied, to any other person. Any control exercised by Seller with respect to any property within the Development is solely for the purpose of protecting property values in the Development. Any approval granted by Seller is solely for Purchaser's benefit, and neither Purchaser nor any third party may rely upon Seller's approval for any other purpose.

No person not a party to this Agreement shall be deemed or construed a direct or indirect beneficiary hereof, nor entitled to rely on any provision hereof or the conduct and performance of the parties thereto, all of such provisions, conduct and performance being solely for the benefit of the parties hereto.

8.3 Brokers. Seller and Purchaser each represent to the other that neither has dealt with a real estate broker or agent in connection with the purchase and sale contemplated by this Agreement, and no broker fee or commission is owed, or will be owed, to any person or entity.

### 8.4 Default and Remedies.

(a) Purchaser Default. If Purchaser fails to close on the purchase of the Property as and when required, fails to perform any of its other obligations, or breaches any representation, warranty, or covenant hereunder, Seller may deliver Purchaser a Notice of Default as provided below and, if Purchaser fails to cure within the time period required, Seller may declare Purchaser in default hereunder. Upon such default, Seller may terminate this Agreement by written notice to Purchaser and retain the Earnest Money and any accrued interest, as liquidated damages.

(b) Seller Default. If Seller fails to perform its obligations under this Agreement, or breaches any representation or covenant hereunder, Purchaser may give Seller a Notice of Default as provided below, and if Seller fails to cure within the time period required, Purchaser may declare Seller in default and either (i) bring an action for specific performance, in which event Purchaser shall be entitled to recover its costs and reasonable attorney's fees incurred, or (ii) terminate this Agreement by written notice to Seller, whereupon the Earnest Money shall be immediately

refunded to Purchaser, and the Purchaser may seek such remedies available under the law or in equity.

(c) Notice of Default. Notwithstanding anything herein to the contrary, neither party may terminate this Agreement or pursue other available remedies for the other party's default unless and until the party declaring the default has delivered to the other party written notice describing the alleged default ("**Notice of Default**"), and the party receiving such notice has failed to cure such default within fifteen (15) days after receipt of such Notice of Default or, if such default is not capable of being cured within fifteen (15) days, has failed to commence steps to cure within fifteen (15) days and thereafter to diligently pursue such steps and accomplish such cure within thirty (30) days. Notwithstanding the foregoing, this Section shall not apply to limit a party's ability to obtain temporary injunctive relief if necessary to avoid irreparable harm.

(d) Attorneys' Fees. In the event that either party pursues legal action to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to collect from the non-prevailing party its legal fees and costs incurred in the action, including all costs and fees incurred in preparation, filing, and prosecution of the action at the trial and appellate levels, in bankruptcy proceedings, and in post-judgment collection proceedings.

(e) Notice. Each notice to be given hereunder shall be in writing and delivered 1) personally, 2) by overnight delivery, 3) by electronic transmission via internet email with either a) confirmation of receipt by all parties to whom it is directed or b) by depositing a copy of the email with the U.S. Postal Service mail, with adequate first-class prepaid postage, or 4) mailing such notice by depositing it with the U.S. Postal Service or any official successor thereto, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party at its address set forth below. If given by personal delivery or by overnight delivery, notice shall be deemed to have been given and received upon receipt at the address to which it is delivered. If given by mail, notice shall be deemed to have been given when deposited with the U.S. Postal Service and received within three (3) business days following such deposit in the U.S. Postal Service. Notice by email shall be deemed to have been made upon confirmation of receipt, or three (3) days after depositing the mailing as provided above with the U.S. Postal Service. Rejection or refusal by the addressee to accept delivery, or the inability to deliver any notice because of a change of address of the intended recipient without notice to the other, shall be deemed to be the receipt of the notice on the third day following the date postmarked or deposited with the overnight delivery service of U.S. Postal Service. Either party may change such addresses by written notice to the other designating the new address. Notice addresses are as follows:

**If to Purchaser:**

Gopher Hill LLC  
16 Bennett Drive  
Hampton, CT 06247  
Email: [zgore@purpleheart-heroes.com](mailto:zgore@purpleheart-heroes.com) and  
[scody@purpleheart-heroes.com](mailto:scody@purpleheart-heroes.com)

**With a copy to:**

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

**If to Seller:**

Jasper County Administrator  
Andrew P. Fulghum  
358 Third Ave, Suite 306-A (Street Only)  
PO Box 1149 (Mailing)  
Ridgeland, SC 29936  
[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

**With a copy to:**

Jasper County Attorney  
David L. Tedder  
358 Third Ave, Suite 203 (Street Only)  
PO Box 420 (Mailing)  
Ridgeland SC, 29936  
[dtedder@jaspercountysc.gov](mailto:dtedder@jaspercountysc.gov)

8.5 Ratification/Binding Effect/Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns upon formal ratification of the Agreement conditionally executed by the County Administrator. Purchaser shall not assign this Agreement, in whole or in part, to a third-party entity without the prior written consent of Seller, which consent shall not be unreasonably withheld, except that Purchaser may assign this Agreement to an entity that controls, is controlled by, or is under common control with Purchaser without the prior consent of Seller.

8.6 Entire Agreement. This Agreement, together with the attached Exhibits, embodies the entire agreement between the parties concerning the subject matter hereof and supersedes any and all prior or contemporaneous negotiations, understandings, agreements, letters of intent or otherwise, all of which are of no further force or effect. This Agreement cannot be waived or amended except by written instrument executed by Purchaser and Seller.

8.7 Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of South Carolina.

8.8 Severability. The provisions of this Agreement are intended to be independent. In the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the other provisions of this Agreement.

8.9 No Waiver. Failure of either party to insist upon compliance with any provision hereof shall not constitute a waiver of the rights of such party to subsequently insist upon compliance with this Agreement nor in any way affect the validity of all or any part of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any other or subsequent breach.

8.10 Exhibits. The Exhibits referenced in this Agreement and attached hereto are incorporated in and made a part of this Agreement.

8.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, even though no one counterpart contains the signatures of all the parties, but all of which, together, shall constitute one and the same instrument. Signatures by either party may be by means of electronic signature, such as DocuSign<sup>®</sup>, which the parties agree shall be binding for all purposes.

8.12 Headings. The Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provision.

8.13 Time is of the Essence. Time is of the essence as to all time periods set forth herein.

8.14 Waiver of a Right to Jury Trial. TO THE FULLEST EXTENT PERMITTED UNDER LAW, INCLUDING ANY LAWS ENACTED AFTER THE DATE OF THIS AGREEMENT, PURCHASER AND SELLER EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY

TRIAL IN THE EVENT OF LITIGATION BETWEEN THE PARTIES IN ANY ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, THE PROPERTY, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE, EMERGENCY OR OTHERWISE, WHETHER ANY OF THE FOREGOING IS BASED ON THIS AGREEMENT OR ON TORT LAW. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

[Signature page follows]

IN WITNESS WHEREOF, this Agreement has been duly signed, sealed and delivered by the parties hereto the day and year first above written.

Witnesses:

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

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

**SELLER:**

JASPER COUNTY, SOUTH CAROLINA, a political subdivision of the State of South Carolina by and through St. Peters Parish/Jasper County Public Facilities Corporation, a South Carolina Nonprofit Corporation

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**PURCHASER:**

GOPHER HILL HOLDINGS LLC, a Georgia limited liability company

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A  
Legal Description  
(Preliminary)

10.62 acres of land, more or less, with a steel commercial building located thereon, more specifically identified as tax map number 048-00-01-029, having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, as more particularly described on a plat recorded in Plat Book 36 at Page 127 in the office of the Register of Deeds for Jasper County, SC

AND ALSO, 12.40 acres of land, more or less, without improvements more specifically identified as tax map number 048-00-01-012 having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, as more particularly described on a plat recorded in Plat Book \_\_\_\_ at Page \_\_\_\_\_ in the office of the Register of Deeds for Jasper County, SC

AND ALSO, , 2.00 acres of land, more or less, without improvements more specifically identified as tax map number 048-00-01-032 having an address of North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC, as more particularly described on a plat recorded in Plat Book \_\_\_\_ at Page \_\_\_\_\_ in the office of the Register of Deeds for Jasper County, SC

# AGENDA ITEM:

## XI-G

Ordinance item G

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE O-2022-35**

**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 P & S PROPERTIES M, LLC, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE "COMPANY") IN THE COUNTY (THE "PROJECT") TO BE INCLUDED IN THE PARK; PROVIDING FOR THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the County, acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and the Act to enter into a multi-county industrial/business park in order to afford certain enhanced income tax credits to investors;

WHEREAS, the Company proposes to establish the Project at one or more locations in the County (the "Project Site");

WHEREAS, in accordance with Article VIII, Section 13(D) of the South Carolina Constitution and the Act, real and personal property having situs in a multi-county industrial park is exempt from all *ad valorem* taxation, but, the owners or lessees of such real and personal property are obligated to make, or cause to be made, payments in lieu of taxes to the county in which such property is located in the total amount equal to the *ad valorem* property taxes or other fee in lieu of tax payments that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such park and such exemption;

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Act, the County and Hampton County desire to jointly develop the Jasper-



Hampton Park (Project Silver Star) by entering into an Agreement for Development of a Joint County Industrial and Business Park (the “Jasper-Hampton Park Agreement (“Project Silver Star”)), the form, terms, provisions and conditions of which are presented to this meeting and filed with the Clerk to Council;

WHEREAS, the County has determined it will be beneficial to the County to include all the real property to be established and/or expanded at the Project Site within the boundaries of the Park, and the County has determined to maintain the Project Site within the boundaries of the Park, or a replacement or successor multi-county industrial/business park, for a period of time; and

WHEREAS, it appears the Jasper-Hampton Park Agreement (Project Silver Star) now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

Section 1. The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes equivalent to the *ad valorem* taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park as more fully provided for in the Jasper-Hampton Park Agreement (Project Silver Star). With respect to properties located in the Jasper County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Jasper County. That portion of such fee allocated pursuant to the Jasper-Hampton Park Agreement (Project Silver Star) to Hampton County shall be thereafter paid by the Treasurer of Jasper County to the Treasurer of Hampton County. With respect to properties located in the Hampton County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Hampton County. That portion of such fee allocated pursuant to the Jasper-Hampton Park Agreement (Project Silver Star) to Jasper County shall thereafter be paid by the Treasurer of Hampton County to the Treasurer of Jasper County. The provisions of Section 12-2-90 of the Code, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 2. The County will use its best efforts to ensure that the Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Act and Article VIII, Section 13(D) of the State Constitution on terms which allow the Company to seek from the State any additional jobs creation tax credits for the Project afforded by the laws of the State for projects located within multi-county industrial parks and on terms, and for a duration, which facilitate, the County’s provision, and the Company’s receipt, of any additional job creation tax credits.

Section 3. Revenue Allocation within the County

With respect to the revenues received and retained by Jasper County pursuant to the Jasper-Hampton Park Agreement (Project Silver Star), which relate to the County’s 2023 tax period and each tax period thereafter the revenues shall be distributed in accordance with the attached

**Exhibit A.**

Section 4. The form, provisions, terms, and conditions of the Jasper-Hampton Park Agreement (Project Silver Star) presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Jasper-Hampton Park Agreement (Project Silver Star) were set out in this Ordinance in their entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute Jasper-Hampton Park Agreement (Project Silver Star) in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Jasper-Hampton Park Agreement (Project Silver Star) to the Company and Hampton County. The Jasper-Hampton Park Agreement (Project Silver Star) is to be in substantially the form now before this meeting and is hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Jasper-Hampton Park Agreement (Project Silver Star) now before this meeting.

Section 5. The Chairman of the Council, the County Administrator, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Jasper-Hampton Park Agreement (Project Silver Star).

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and provisions hereunder.

Section 7. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]

Enacted and approved, in a meeting duly assembled, this \_\_\_ day of \_\_\_\_\_, 2022.

JASPER COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

First Reading:       October 3, 2022  
Second Reading:     November 7, 2022  
Public Hearing:       November 7, 2022  
Third Reading:       November \_\_, 2022

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
David L. Tedder

\_\_\_\_\_  
Date

### Exhibit A Revenue Distribution

For fee in lieu of tax revenues Jasper County ("County") receives as the host county in a joint county industrial and business park there shall first be deducted any special source revenue credits.

After making the deduction of special source revenue credits, the County shall distribute 1% to any companion County.

The amount of revenues the County receives after making the deduction of special source revenue credits and the distribution of 1% to any companion county ("Retained Revenues") shall be distributed as follows:

- FIRST: 10% of the Retained Revenues shall be distributed to the County's Commercial Development Fund;
- SECOND: For reimbursement of the County for any expenditures made to attract to and locate any particular property in the joint county industrial and business park;
- THIRD: To the Taxing Entities, where "Taxing Entities" are those entities within the County which, as of the date of the agreement establishing the joint county industrial and business park, have taxing jurisdiction over the property to be located in such joint county industrial and business park, and no others, in the same ratio as each Taxing Entity's millage bears to the aggregate millage of all Taxing Entities in any given year.

For Example:

Assuming a special source revenue credit of 15%, fee in lieu of tax revenues of \$1000 and expenditures by the County of \$100, the revenues shall be distributed as follows:

First, \$150 is deducted leaving \$850.

Next, 1% of the \$850 is distributed to the companion county. 1% of \$850 is \$8.50 leaving \$841.50 in Retained Revenues.

Next, 10% of the Retained Revenues is distributed to the County's Commercial Development Fund. 10% of \$841.50 is \$84.15 leaving \$757.35

Next, \$100 is distributed to the County to reimburse the County for expenditures leaving \$657.35.

Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.



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 joint county industrial or business park may be created.

**3. Location of the Park.**

(A) As of the original execution and delivery of this Agreement, the Park initially consists of property that is located in Jasper County and which is now or is anticipated to be owned and/or operated by P & S Properties, LLC (collectively, the "Company"), as more particularly described in Exhibit A (Jasper Property) hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by unilateral ordinance of the county council of the County in which the property to be added to the Park is located. 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 (Jasper Property) or a revised Exhibit B (Hampton Property) which shall contain a legal description of the boundaries of the Park within Jasper County or Hampton County, as the case may be, as enlarged or diminished, together with a copy of the ordinance of the county council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by the respective county council of an ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by such county council. Notice of such public hearing shall be published in a newspaper of general circulation in the respective county at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process 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.** 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.

**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:

If the property is located in the Jasper County portion of the Park:

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

If the property is located in the Hampton County portion of the Park:

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

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

**6. Allocation of Revenues.**

Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed in accordance with the attached **Exhibit C**.

**7. 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 fee in lieu of *ad valorem* tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Jasper County portion of the Park and the terms of such agreements shall be at the sole discretion of Jasper County. It is further agreed that entry by Hampton County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Hampton County portion of the Park and the terms of such agreements shall be at the sole discretion of Hampton County.

**8. 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 **Section 6** and **Section 7** of this Agreement.

**9. Applicable Ordinances 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. Any applicable ordinances and regulations of Hampton County including those concerning zoning, health and safety, and building code requirements shall apply to the Park properties located in the Hampton 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.

10. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Jasper County is vested with the Sheriff's Office of Jasper County, for matters within their jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Hampton County is vested with the Sheriff's Office of Hampton County, for matters within their jurisdiction. If any of the Park properties located in either Jasper County or Hampton County 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.

11. **Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

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 or part of a provision of this Agreement.

14. **Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

15. **Term; Termination.** This Agreement shall extend until December 31, 2027, or such other date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Jasper County or Hampton County has outstanding contractual covenants, commitments or agreements to any owner or lessee of Park property, including, but not limited to the Company, to provide, or to facilitate the provision of incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless Jasper County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[End of Agreement – Execution Page to Follow]



**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: \_\_\_\_\_  
Barbara Clark, Chairperson, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
David L. Tedder

\_\_\_\_\_  
Date:

*[signature page 1 to Agreement for Development of a Joint County Industrial and Business Park (Project SilverStar)(Jasper County/Hampton County Park)]*

HAMPTON COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Charles H. Phillips, Chairman of County Council  
Hampton County, South Carolina

(SEAL)

Attest:

By: \_\_\_\_\_  
Aline Newton, Clerk to County Council  
Hampton County, South Carolina

*[signature page 2 to Agreement for Development of a Joint County Industrial and Business Park (Project SilverStar) (Jasper County/Hampton County Park)]*

**Exhibit A (Jasper Property)**

**Jasper County Property**

All that certain piece, parcel, or tract of land, situate, lying and being in Jasper County, Coosawhatchie Township, South Carolina, containing 15.2 acres, more or less, and known as Site B, as shown on plat referenced below, located Northeast of the Town of Ridgeland, and being bound and described as follows: On the North for a distance of 1,200.5 feet by lands, of the Jasper County Development Board; on the East for a distance of 580.02 feet by lands, now or formerly of David Wilson and the right-of-way of S.C. Highway 7-27-341; on the South for a distance of 1,085 feet by lands, now or formerly of Russell Jones; and, on the West for a distance of 577 feet by a dirt road leading to S.C. Highway S-77 and other lands of Jasper County Board.

**LESS:**

All that certain piece, parcel or tract of land, situate, lying and being in Jasper County, South Carolina, containing 3.81 acres, more or less, and being bounded and described as follows: On the North for a distance of 421.93 feet, more or less, by lands now or formerly of General Carbide Corporation; on the East for a distance of 454 feet, more or less, by lands nor or formerly of Singleton and Wilson; on the South for a distance of 345 feet, more, or less, by lands now or formerly of Charles Lawrence; and on the West for distance of 441.16 feet, more or less, by lands nor or formerly of General Carbide Corporation.

For a more particular description, reference is made to that certain plat prepared for Jasper County, South Carolina by Richard Kesselring, R.L.S. dated October 29, 1992 and recorded in Plat Book 20 at Page 15 in the Office of the Register of Deeds for Jasper County, South Carolina.

**Exhibit B (Hampton Property)**

**Hampton County Property**

NONE

The remainder of this page intentionally left blank

### Exhibit C Revenue Distribution

For fee in lieu of tax revenues Jasper County ("County") receives as the host county in a joint county industrial and business park there shall first be deducted any special source revenue credits.

After making the deduction of special source revenue credits, the County shall distribute 1% to any companion County.

The amount of revenues the County receives after making the deduction of special source revenue credits and the distribution of 1% to any companion county ("Retained Revenues") shall be distributed as follows:

- FIRST: 10% of the Retained Revenues shall be distributed to the County's Commercial Development Fund;
- SECOND: For reimbursement of the County for any expenditures made to attract to and locate any particular property in the joint county industrial and business park;
- THIRD: To the Taxing Entities, where "Taxing Entities" are those entities within the County which, as of the date of the agreement establishing the joint county industrial and business park, have taxing jurisdiction over the property to be located in such joint county industrial and business park, and no others, in the same ratio as each Taxing Entity's millage bears to the aggregate millage of all Taxing Entities in any given year.

For Example:

Assuming a special source revenue credit of 15%, fee in lieu of tax revenues of \$1000 and expenditures by the County of \$100, the revenues shall be distributed as follows:

First, \$150 is deducted leaving \$850.

Next, 1% of the \$850 is distributed to the companion county. 1% of \$850 is \$8.50 leaving \$841.50 in Retained Revenues.

Next, 10% of the Retained Revenues is distributed to the County's Commercial Development Fund. 10% of \$841.50 is \$84.15 leaving \$757.35

Next, \$100 is distributed to the County to reimburse the County for expenditures leaving \$657.35.

Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.

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# AGENDA ITEM:

## XI-H

Ordinance item H

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**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE O-2022-36**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

**AUTHORIZING THE EXECUTION AND DELIVERY OF AN  
INFRASTRUCTURE CREDIT AGREEMENT TO PROVIDE FOR  
INFRASTRUCTURE CREDITS TO P & S PROPERTIES M, LLC; AND  
OTHER RELATED MATTERS.**

WHEREAS, Jasper County (“County”), acting by and through its County Council (“County Council”), is authorized pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop a multicounty park with counties having contiguous borders with the County; and (ii) include property in the multicounty park which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act, to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County, and (ii) improved and unimproved real estate and personal property used in the operation of a manufacturing facility or commercial enterprise (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Hampton County, South Carolina, a multi-county industrial business park (“Park”) pursuant to that certain agreement for the development of a joint county industrial and business park (Project SilverStar) dated as of [December 5, 2022], which governs the operation of the Park;

WHEREAS, P & S Properties M, LLC (“Company”) desires to establish a warehouse facility within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$24,000,000;



WHEREAS, at the Company's request, the County desires to expand the boundaries of the Park and amend the Park Agreement to include the real and personal property relating to the Project ("Property") in the Park; and

WHEREAS, the County further desires to enter into an Infrastructure Credit Agreement between the County and the Company, the final form of which is attached as Exhibit A ("Agreement"), to provide Infrastructure Credits against certain of the Company's Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure.

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

**Section 1. *Statutory Findings.*** Based on representations made by the Company to the County, the County finds that the Project and the Infrastructure will enhance the economic development of the County.

**Section 2. *Approval of Infrastructure Credit; Authorization to Execute and Deliver Agreement.*** The Infrastructure Credits, as more particularly set forth in the Agreement, against the Company's Fee Payments with respect to the Project are approved. The form, terms and provisions of the Agreement that is before this meeting are approved and all of the Agreement's terms are incorporated in this Ordinance by reference as if the Agreement was set out in this Ordinance in its entirety. The Chair is authorized and directed to execute the Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes as are not materially adverse to the County by the County Administrator and counsel to the County, and the Clerk to County Council is hereby authorized and directed to attest the Agreement and to deliver the Agreement to the Company.

**Section 3. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator and the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Company under this Ordinance and the Agreement.

**Section 4. *Savings Clause.*** The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

**Section 5. *General Repealer.*** Any prior ordinance, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

**Section 6. *Effectiveness.*** This Ordinance is effective after its third reading and public hearing.



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**EXHIBIT A**  
**FORM OF AGREEMENT**

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**JASPER COUNTY, SOUTH CAROLINA**

**and**

**P & S PROPERTIES M. LLC**

**Effective as of:           , 2022**

## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [November 7], 2022 (“Agreement”), is by and between JASPER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”), and P & S PROPERTIES M, LLC, a [South Carolina limited liability company] (“Company” together with the County, “Parties,” each, a “Party”).

### WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized and empowered under and pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (collectively, “Act”), to (i) develop multicounty parks with counties having contiguous borders with the County; and (ii) include property in the multicounty park, which inclusion under the terms of the Act (A) makes such property exempt from *ad valorem* property taxes, and (B) changes the character of the annual receipts from such property to fees-in-lieu of *ad valorem* property taxes in an amount equal to the *ad valorem* taxes that would have been due and payable but for the location of the property in such multicounty park (“Fee Payments”);

WHEREAS, the County is further authorized by Section 4-1-175 of the Act to grant credits against Fee Payments (“Infrastructure Credit”) to pay costs of designing, acquiring, constructing, improving or expanding (i) infrastructure serving a project or the County and (ii) improved and unimproved real estate and personal property used in the operation of a commercial enterprise or manufacturing facility (collectively, “Infrastructure”);

WHEREAS, pursuant to the authority provided in the Act, the County has developed with Hampton County, South Carolina, a multi-county industrial business park (“Park”) pursuant to that certain agreement for the development of a joint county industrial and business park (Project SilverStar) dated as of [the later of the third reading date for Jasper or the third reading date for Hampton for the MCIP ordinance-just bracket the anticipated date and we will remove the brackets later], 2022, which governs the operation of the Park;

WHEREAS, to establish a warehouse facility within the County (“Project”), consisting of taxable investments in real and personal property of not less than \$24,000,000;

WHEREAS, by ordinance No. 2022-O \_\_\_\_\_ enacted by the County on [November \_\_\_\_\_], 2022, the County authorized the creation of the Park to include the Land and other real and personal property relating to the Project (“Property”) in the Park; and

WHEREAS, by ordinance No. 2022 O \_\_\_\_\_ enacted by the County on [November \_\_\_\_], 2022 (“Ordinance”), the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Company’s Fee Payments with respect to the Project for the purpose of assisting in paying the costs of certain Infrastructure, subject to the terms and conditions below.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the County and the Company agree as follows:

**ARTICLE I  
REPRESENTATIONS**

**Section 1.1. *Representations by the County.*** The County represents to the Company as follows:

- (a) The County is a body politic and corporate and a political subdivision of the State of South Carolina;
- (b) The County is authorized and empowered by the provisions of the Act to enter into and carry out its obligations under this Agreement;
- (c) The County has duly authorized and approved the execution and delivery of this Agreement by adoption of the Ordinance in accordance with the procedural requirements of the Act and any other applicable state law;
- (d) The County is not in default of any of its obligations (contractual or otherwise) as a result of entering into and performing its obligations under this Agreement;
- (e) The County has approved the inclusion of the Property in the Park; and
- (f) Based on representations made by the Company to the County, the County has determined the Project and the Infrastructure will enhance the economic development of the County. Therefore, the County is entering into this Agreement for the purpose of promoting the economic development of the County.

**Section 1.2. *Representations by the Company.*** The Company represents to the County as follows:

- (a) The Company is in good standing under the laws of the State of South Carolina, has power to conduct business in the State of South Carolina and enter into this Agreement, and by proper company action has authorized the officials signing this Agreement to execute and deliver it;
- (b) The Company will use commercially reasonable efforts to achieve the Investment Commitment and Jobs Commitment, each as defined below, at the Project; and
- (c) The Company's execution and delivery of this Agreement, and its compliance with the provisions of this Agreement do not result in a default under any agreement or instrument to which the Company is now a party or by which it is bound.

**ARTICLE II  
INFRASTRUCTURE CREDITS**

**Section 2.1. *Investment Commitment.*** The Company shall invest not less than \$24,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2027 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Company fails to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

**Section 2.2. Infrastructure Credits.**

(a) To assist in paying for costs of Infrastructure, the County shall provide an Infrastructure Credit against certain of the Company's Fee Payments due with respect to the Project. The term, amount and calculation of the Infrastructure Credit is described in Exhibit B.

(b) For each property tax year in which the Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue the Company's annual bill with respect to the Project net of the Infrastructure Credit set forth in Section 2.2 (a) ("Net Fee Payment"). Following receipt of the bill, the Company shall timely remit the Net Fee Payment to the County in accordance with applicable law.

(c) THIS AGREEMENT AND THE INFRASTRUCTURE CREDITS PROVIDED BY THIS AGREEMENT ARE LIMITED OBLIGATIONS OF THE COUNTY. THE INFRASTRUCTURE CREDITS ARE DERIVED SOLELY FROM AND TO THE EXTENT OF THE FEE PAYMENTS MADE BY THE COMPANY TO THE COUNTY PURSUANT TO THE ACT AND THE PARK AGREEMENT. THE INFRASTRUCTURE CREDITS DO NOT AND SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION AND DO NOT AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE PROVISION OF THE INFRASTRUCTURE CREDITS.

**Section 2.3. Clawback.** If the Company fails to meet the Investment Commitment by the Certification Date, then the Infrastructure Credit shall be immediately reduced prospectively by the Clawback Percentage (as calculated below) for the remainder of the Credit Term, if any, and the Company shall repay a portion of the Infrastructure Credits received.

The portion of the Infrastructure Credit to be repaid ("Repayment Amount") is based on the amount by which the Company failed to achieve the Investment Commitment or Jobs Commitment and is calculated as follows:

**Repayment Amount = Total Received x Clawback Percentage**

**Clawback Percentage = 100% - Investment Achievement Percentage**

**Investment Achievement Percentage = Actual Investment Achieved / Investment Commitment**

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Jobs Commitment**

In calculating each achievement percentage, only the investment made or new jobs achieved up to the Investment Commitment and the Jobs Commitment will be counted.

*For example, and by way of example only, if the Company had received \$154,000 in Infrastructure Credits, and had invested \$12,000,000 by the Certification Date, the Repayment Amount would be calculated as follows:*

*Investment Achievement Percentage = \$24,000,000/\$12,000,000 = 50%*

*Clawback Percentage = 100% - 50% = 50%*

$$\text{Repayment Amount} = \$154,000 \times 50\% = \$77,000$$

The Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.4 within 30 days of receipt of a written statement setting forth the Repayment Amount. If not timely paid, the Repayment Amount is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section survives termination of the Agreement.

**Section 2.4. Filings.** To assist the County in administering the Infrastructure Credits, the Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2022, deliver to the County Administrator and County Attorney of the County information reasonably required by County to assist it in administering and monitoring the Credit with respect to the Company.

**Section 2.5. Cumulative Infrastructure Credit.** The cumulative dollar amount expended by the Company on Infrastructure shall equal or exceed the cumulative dollar amount of all the Infrastructure Credits received by the Company.

### ARTICLE III DEFAULTS AND REMEDIES

**Section 3.1. Events of Default.** The following are “Events of Default” under this Fee Agreement:

(a) Failure by the Company to make a Net Fee Payment, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in payment and requesting that it be remedied;

(b) A Cessation of Operations. For purposes of this Agreement, a “Cessation of Operations” means closure of the Project or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months;

(c) A representation or warranty made by the Company which is deemed materially incorrect when deemed made;

(d) Failure by the Company to perform any of the terms, conditions, obligations, or covenants under this Agreement (other than those described in Sections 2.1 and under (a) above), which failure has not been cured within 30 days after written notice from the County to the Company specifying such failure and requesting that it be remedied, unless the Company has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Company is diligently pursuing corrective action;

(e) A representation or warranty made by the County which is deemed materially incorrect when deemed made; or

(f) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure has not been cured within 30 days after written notice from the Company to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.



**Section 3.2. Remedies on Default.**

(a) If an Event of Default by the Company has occurred and is continuing, then the County may take any one or more of the following remedial actions:

(i) terminate the Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect amounts due or otherwise remedy the Event of Default or recover its damages.

(b) If an Event of Default by the County has occurred and is continuing, the Company may take one or more of the following actions:

(i) bring an action for specific enforcement;

(ii) terminate the Agreement; or

(iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

**Section 3.3. Reimbursement of Legal Fees and Other Expenses.** On the occurrence of an Event of Default, if a Party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing Party is entitled to seek reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

**Section 3.4. Remedies Not Exclusive.** No remedy described in this Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy is cumulative and in addition to every other remedy given under this Agreement or existing at law or in equity or by statute.

**Section 3.5. Nonwaiver.** A delay or omission by the Company or County to exercise any right or power accruing on an Event of Default does not waive such right or power and is not deemed to be a waiver or acquiescence of the Event of Default. Every power and remedy given to the Company or County by this Agreement may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE IV  
MISCELLANEOUS**

**Section 4.1. Examination of Records; Confidentiality.**

(a) The County and its authorized agents, at any reasonable time on prior notice, may enter and examine the Project and have access to and examine the Company's books and records relating to the Project for the purposes of (i) identifying the Project; (ii) confirming achievement of the Investment Commitment; and (iii) permitting the County to carry out its duties and obligations in its sovereign capacity (such as, without limitation, for such routine health and safety purposes as would be applied to any other manufacturing or commercial facility in the County).

(b) The County acknowledges that the Company may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques ("Confidential Information") and that disclosure of the Confidential Information could result in substantial economic harm to the Company. The Company may clearly label any Confidential Information delivered to the County pursuant

to this Agreement as “Confidential Information.” Except as required by law, the County, or any employee, agent, or contractor of the County, shall not disclose or otherwise divulge any labeled Confidential Information to any other person, firm, governmental body or agency. The Company acknowledges that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. If the County is required to disclose any Confidential Information to a third party, the County will use its best efforts to provide the Company with as much advance notice as is reasonably possible of such disclosure requirement prior to making such disclosure and to cooperate reasonably with any attempts by the Company to obtain judicial or other relief from such disclosure requirement.

**Section 4.2. Assignment.** The Company may assign or otherwise transfer any of its rights and interest in this Agreement on prior written consent of the County, which may be given by resolution, and which consent will not be unreasonably withheld.

**Section 4.3. Provisions of Agreement for Sole Benefit of County and Company.** Except as otherwise specifically provided in this Agreement, nothing in this Agreement expressed or implied confers on any person or entity other than the County and the Company any right, remedy, or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the County and the Company.

**Section 4.4. Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions of this Agreement are unimpaired, and the Parties shall reform such illegal, invalid, or unenforceable provision to effectuate most closely the legal, valid, and enforceable intent of this Agreement.

**Section 4.5. Limitation of Liability.**

(a) The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement.

(b) All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of County Council or any elected official, officer, agent, servant or employee of the County except solely in their official capacity.

**Section 4.6. Indemnification Covenant.**

(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 Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this 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 that Indemnified Party.

(d) Notwithstanding anything herein 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 Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this 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 4.7. Notices.** All notices, certificates, requests, or other communications under this Agreement are sufficiently given and are deemed given, unless otherwise required by this Agreement, when (i) delivered and confirmed by United States first-class, registered mail, postage prepaid or (ii) sent by facsimile, and addressed as follows:

if to the County:	Jasper County, South Carolina Attn: County Administrator 358 Third Avenue, Suite 303 Ridgeland, South Carolina 29936 Phone: 843.717.3690
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with a copy to does not constitute notice):	Jasper County, South Carolina Attn: County Attorney 358 Third Avenue, Suite 202 POB 420 Ridgeland, South Carolina 29936 Phone: 843.717.3688
--	--

if to the Company:	P & S Properties M, LLC _____ _____ _____
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with a copy to

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

□

The County and the Company may, by notice given under this Section, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 4.8. *Administrative Fees.*** The Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$7,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Company shall pay the Administration Expenses as set forth in the written request no later than 60 days following receipt of the written request from the County. For purposes of this Section, "Administration Expenses" means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Agreement, including reasonable attorneys' fees. Administration Expenses do not include any costs, expenses, including attorneys' fees, incurred by the County (i) in defending challenges to the Fee Payments or Infrastructure Credits brought by third parties or the Company or its affiliates and related entities, or (ii) in connection with matters arising at the request of the Company outside of the immediate scope of this Agreement, including amendments to the terms of this Agreement. The payment by the Company of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

**Section 4.9. *Entire Agreement.*** This Agreement expresses the entire understanding and all agreements of the Parties with each other, and neither Party is 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 of this Agreement.

**Section 4.10 *Agreement to Sign Other Documents.*** From time to time, and at the expense of the Company, to the extent any expense is incurred, the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request and as are authorized by law and reasonably within the purposes and scope of the Act and this Agreement to effectuate the purposes of this Agreement.

**Section 4.11. *Agreement's Construction.*** Each Party and its counsel have reviewed this Agreement and any rule of construction to the effect that ambiguities are to be resolved against a drafting party does not apply in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

**Section 4.12. *Applicable Law.*** South Carolina law, exclusive of its conflicts of law provisions that would refer the governance of this Agreement to the laws of another jurisdiction, governs this Agreement and all documents executed in connection with this Agreement.

**Section 4.13. *Counterparts.*** This Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument.

**Section 4.14. Amendments.** This Agreement may be amended only by written agreement of the Parties.

**Section 4.15. Waiver.** Either Party may waive compliance by the other Party with any term or condition of this Agreement but the waiver is valid only if it is in a writing signed by the waiving Party.

**Section 4.16. Termination.** Unless first terminated under any other provision of this Agreement, this Agreement terminates on the expiration of the Credit Term and payment by the Company of any outstanding Net Fee Payment due on the Project pursuant to the terms of this Agreement.

**Section 4.17. Business Day.** If any action, payment, or notice is, by the terms of this Agreement, required to be taken, made, or given on any Saturday, Sunday, or legal holiday in the jurisdiction in which the Party obligated to act is situated, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if taken, made or given as required under this Agreement, and no interest will accrue in the interim.

*[TWO SIGNATURE PAGES FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]*

**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: \_\_\_\_\_  
Barbara Clark, Chairperson, County Council  
Jasper County, South Carolina

[SEAL]

Attest:

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

***[SIGNATURE PAGE 1 TO INFRASTRUCTURE CREDIT AGREEMENT]***

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

**P & S PROPERTIES M, LLC**

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

**EXHIBIT A**

**LAND DESCRIPTION**

**All** that certain piece, parcel, or tract of land, situate, lying and being in Jasper County, Coosawhatchie Township, South Carolina, containing 15.2 acres, more or less, and known as Site B, as shown on plat referenced below, located Northeast of the Town of Ridgeland, and being bound and described as follows: On the North for a distance of 1,200.5 feet by lands, of the Jasper County Development Board; on the East for a distance of 580.02 feet by lands, now or formerly of David Wilson and the right-of-way of S.C. Highway 7-27-341; on the South for a

distance of 1,085 feet by lands, now or formerly of Russell Jones; and. on the West for a distance of 577 feet by a dirt road leading to S.C. Highway S-77 and other lands of Jasper County Board.

**LESS:**

All that certain piece, parcel or tract of land, situate, lying and being in Jasper County, South Carolina, containing 3.81 acres, more or less, and being bounded and described as follows: On the North for a distance of 421.93 feet, more or less, by lands now or formerly of General Carbide Corporation; on the East for a distance of 454 feet, more or less, by lands nor or formerly of Singleton and Wilson; on the South for a distance of 345 feet, more, or less, by lands now or formerly of Charles Lawrence; and on the West for distance of 441.16 feet, more or less, by lands nor or formerly of General Carbide Corporation.

For a more particular description, reference is made to that certain plat prepared for Jasper County, South Carolina by Richard Kesselring, R.L.S. dated October 29, 1992 and recorded in Plat Book 20 at Page 15 in the Office of the Register of Deeds for Jasper County, South Carolina.



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**EXHIBIT B (See Section 2.3)**

**DESCRIPTION OF INFRASTRUCTURE CREDIT**

A credit in the total amount of \$154,000.00, 20% of which shall be given/taken equally over 5 years commencing in 2023.

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# AGENDA ITEM:

## XI-I

Ordinance item I

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**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

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

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

TO AUTHORIZE JASPER COUNTY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING/LEASE AGREEMENT WITH THE POLARIS TECH CHARTER SCHOOL FOR THE LEASE OF THE ATHLETIC FACILITIES AT THE AIRPORT FIELD COMPLEX.

**WHEREAS**, Jasper County is the owner of real property having the Tax Map Number 063-21-01-004 generally known as the Airport Field Complex (the "Field Facility") adjacent to the Richard Claude Dean Regional Airport in Ridgeland, South Carolina bearing; and

**WHEREAS**, the Polaris Tech Charter School is a State Charter School which shares with Jasper County the common interest of providing the residents of Jasper County with quality and well-maintained athletic facilities; and

**WHEREAS**, Jasper County and Polaris Tech previously had Memoranda of Understandings which, among other things, provided for the non-exclusive Lease of the Field Facility in exchange for their assistance in cultivating, grading, and laying of new sod on the Game Field with grass, and now desire to enter into an extension/renewal of the Memorandum of Understanding/Lease Agreement by execution of the attached Memorandum of Understanding/Lease Agreement, which, among other things, provides for an allocation of responsibilities and terms for the use and occupancy of the Field Facility; and

**WHEREAS**, Jasper County Council believes that it would be a benefit for the citizens of Jasper County to enter into the Memorandum of Understanding/Lease Agreement, which will provide enhanced recreational opportunities not just for the students of Polaris Tech Charter School, but the general citizenry of Jasper County from time to time;

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

1. Jasper County Council approves the Memorandum of Agreement/Lease Agreement of the Field Facilities as described above to the Polaris Tech Charter School on terms substantially consistent with those include in the attached Exhibit "A;" and

upon approval of the Memorandum of Understanding/Lease Agreement, and other related documents by the County Attorney, the County Administrator shall be and is hereby authorized to execute, and the Clerk to Council is hereby authorized to attest and deliver such Memorandum of Agreement/Lease Agreement, and other related documents as may be necessary or desirable and in so doing, to bind Jasper County to the terms of the Memorandum of Agreement/Lease Agreement.

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

\_\_\_\_\_  
**Barbara B. Clark**  
**Chairwoman of County Council**

**ATTEST:**

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

**First Reading:** November 7, 2022

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

**Public Hearings:** \_\_\_\_\_

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

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

**MEMORANDUM OF UNDERSTANDING/LEASE AGREEMENT.**

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
**David L. Tedder**

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

---

**EXHIBIT "A"**

**Memorandum of Understanding/Lease Agreement (MOU)  
Between**

**Jasper County Parks and  
Recreation Department**

**And**

**Polaris Tech Charter School**

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**Memorandum of Understanding/Lease Agreement (MOU)  
Between**

**Jasper County Parks and  
Recreation Department**

**And**

**Polaris Tech Charter School**

**For Lease of  
The Jasper County Parks and Recreation Division  
Airport Field Complex (Old Jaycees' Field)**

This Memorandum of Understanding (MOU) establishes collaboration between the Jasper County Parks and Recreation Department, 358 Third Avenue, Ridgeland, SC 29936 (Attn: County Administrator) and Polaris Tech Charter School, 1508 Grays Highway, Ridgeland, SC 29936.

**I. MISSION**

The Jasper County Parks and Recreation Department (the "Department") is committed to enhancing its community through collaborative efforts to provide the best recreation facilities, programs, and event opportunities that promote a safe, fun, and entertaining environment.

Together, the Parties enter into this MOU to establish collaboration, whereas the Department will provide athletic facilities and services at the "Airport Field Complex" (old Jaycees field) to serve as practice and game facilities for the Polaris Tech Charter School Athletic Teams. Accordingly, the Department and Polaris Tech Charter School, operating under this MOU agree as follows:

**II. PURPOSE AND SCOPE**

The Department and Polaris Tech Charter School share the common interest of providing the residents of Jasper County with quality and well-maintained athletic facilities that provide a safe environment for all participants and guests to the facility.

The primary beneficiaries of this MOU are the Polaris Tech Charter School Athletic Teams and their respective fanbase, visiting teams and respective fanbase along with members of the public. Note that this MOU will not prevent other teams of the Department or other schools / Leagues from using the facility when it is not being used by students of Polaris Tech.

### III. RESPONSIBILITIES

Each party will appoint individuals to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

Kim Staler, Executive Director, Polaris Tech Charter School  
[kimstaler@polaristech.org](mailto:kimstaler@polaristech.org) - 843.645-0605

Devonte Genwright, Parks and Recreation Department Director  
[dgenwright@jaspercountysc.gov](mailto:dgenwright@jaspercountysc.gov) – 843.784-5136

**A.** The Department will: *Regarding “Airport Field Complex” usage*

- Provide accessibility of the “Airport Field Complex” for Polaris Tech Charter School for home games for the fall and spring soccer season. (Aug. 1<sup>st</sup> – May 1st)
- Provide access for athletic practices during the hours of 4:00 pm to 6:00pm, Monday thru Friday.
- Provide game day support to open facilities and turn on the field lights or issue keys to the Athletic Director in lieu of staff support.
- Provide routine maintenance (grass cutting, fertilizing, etc.) and repairs of grounds and related facilities inside the Airport Field Complex, to include the maintenance of an existing irrigation system adequate to maintain the turf of the “Game Field Area”
- Provide Department contact information including office phone number, cell phone and email of essential staff.
- Maintain general liability insurance for this facility.

**B.** Polaris Tech Charter School Athletic Teams will:

- Furnish the Department with a schedule of all games 30 days prior to the start of the season.
- Provide portable restrooms for each game with necessary supplies for players and visitors.

- Furnish all necessary field equipment for game day related needs that follow “Department” usage compliance.
- Notify the Parks Director or designee of schedule changes due to cancellations, forfeitures, deletions, additions with 48 hours. *\*Changes for use of fields for games cannot be guaranteed or scheduled until such changes are cleared through the Park Director or designee and by availability.*
- Be responsible for all game day related gate and concession sales to include set up and take down. Polaris Tech Charter School shall be responsible for obtaining any applicable licenses.
- Be responsible for any cleanup related to field usage and concession sales within the turf complex and along Airport Road where vehicles may have parked immediately following the end of gameday activities. .
- Provide the Parks Director with the Polaris Tech Charter School Athletic Teams, related coaches contact information including office phone number, cell phone and email of essential staff.
- Comply with all applicable laws, statutes, regulations, and ordinances set forth by Jasper Co. Parks and Recreation Department and the S.C. High School League.
- Provide certified athletic trainers for all activities and security during games. Polaris Tech Charter School Athletic Teams shall be responsible for scheduling and payment of any additional costs required in order to provide athletic trainers and security.
- Pay a maintenance fee of \$250 / month during the athletic season (Aug. - May) to help with water for irrigation, electricity, trash collection and cost of maintaining the field (grass cutting, fertilizing, etc).
- Retain insurance on all Polaris Tech Charter School Athletic Teams, coaches, players, officers, employees, and agents, while utilizing such facilities. A copy of certificate of insurance shall be provided to the Parks Department prior to the start of the season.

#### **IV. NOTICE OF PRIORITY FOR EMERGENCY SERVICES (ES) USAGE / PARKING**

- In the event that a Local or State Emergency is issued or an Emergency Services (ES) / National Guard Training exercise is deemed necessary which calls for Lease of the “Airport Field Complex”, all parties involved will give priority for the field to be Leased as such.
- ES will not be liable for any damages that may occur to the “Airport Field Complex” as



a result of the exercises or logistical set up, however they will work to try and operate in a manner resulting in as little damage as possible. A Logistics Map will be created by the ES staff and approved by the Parks and Recreation Director, ES Director and a representative of Polaris Tech.

- Polaris Tech Charter School will work to insure that no player, coach or spectator parks on any portion of Airport property or ES staff parking lot. In addition all vehicles will be towed if they are deemed as blocking any exits, portions of road / access points that prevent emergency vehicles from getting to and from the “Airport Field Complex” or Airport.

## **V. TERMS OF UNDERSTANDING**

The term of this MOU is from Aug. 1, 2022 through May 1, 2024. It shall be reviewed to ensure that it is fulfilling its purpose and intent as well as to make any necessary revisions. Failure by Polaris Tech Charter School to meet any obligations outlined in this agreement may result in early termination of this agreement.

## **VI. INSURANCE**

Polaris Tech Charter School Athletic Teams shall provide comprehensive General Liability Insurance with minimum limits of liability for bodily injury in the amount of \$1,000,000 for each occurrence and minimum limits of liability for property damage in the amount of \$1,000,000 for each occurrence. Polaris Tech Charter School Athletic Teams shall also name Jasper County as “additionally insured” and present a copy of Certification of Insurance to the Department.

## **VII. INDEMNIFICATION AND HOLD HARMLESS**

Polaris Tech Charter School Soccer Team shall not hold the Department liable for damages for personal injuries, damages to personal properties, damages to Polaris Tech Charter School Athletic Team properties, or death of any person(s). Polaris Tech Charter School Athletic Teams hereby indemnifies and holds the Department harmless from any and all claims, demands, judgments, losses, and expenses, including reasonable attorney’s fees, arising out of or resulting from the activities of Polaris Tech Charter School Athletic Teams, its employees, agents, spectators, or officers.

## **VIII. APPLICABLE LAWS**

This MOU shall be governed by and construed in accordance with the laws of the State of South Carolina as well as the laws, statutes, and ordinances of Jasper County.

## **IX. NOTICES**

All notices required to be given under this MOU shall be delivered to the individuals who are listed below as signatories. Any party signing this document certifies that they have read this MOU, understands it, voluntarily agrees to its terms, and possesses the requisite authority to

represent and legally bind the party on whose behalf he/she signs. This MOU supersedes any verbal, unwritten or written contract, agreement, understanding or MOU previously existing between the parties or believed to exist between the parties.

## **X. AUTHORIZATION**

This Memorandum of Understanding is an agreement between the parties signed here. The undersigned officials are duly authorized to enter into this MOU for the respective organizations.

## **XI. ATTACHMENT**

A map of the Airport Field Complex is attached.

Agreed and Accepted.

---

Devonte Genwright  
Parks & Recreation Director  
County of Jasper

Date

---

Kim Statler  
Polaris Tech Charter School  
Executive Director

Date

---

Andrew P. Fulghum  
County Administrator  
County of Jasper

Date

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# AGENDA ITEM:

## XII

New Business item A

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COMMITTEE / BOARD / COMMISSION  
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH:

Request for Appointment (X) or Re-Appointment ( )  
Please print or type

Committee(s): LOWCOUNTRY HOUSING TRUST

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

Name: MICHELLE V GASTON  
FIRST MIDDLE LAST

Home address: 220 CHAPEL ROAD RIDGELAND SC 29936

Mailing address (if different) \_\_\_\_\_

Telephone: (202) 845 4947 (301) 742-0188  
HOME BUSINESS CELL

Email Address: MICHELLE.DEAN.GASTON@GMAIL.COM

Employer: MVDG SERVICES LTD (SELFEMPLOYED)

Employer Address: 220 CHAPEL ROAD RIDGELAND SC 29936

Occupation: CEO Education: EXECUTIVE EDUCATION - HARVARD UNIVERSITY  
MASTER'S DEGREE - PUBLIC ADMINISTRATION

Boards, Committee's, Civic Clubs, Etc. SEE ATTACHED  
(use back of sheet if necessary)

Experience: SEE ATTACHED  
(use back of sheet if necessary)

Other Activities: \_\_\_\_\_  
(use back of sheet if necessary)

County Council District: COOSAWHATCHIE

Are you a registered voter: YES In what precinct do you vote: COOSAWHATCHIE

Do you have an interest in any business that has, is or will do business with the County of Jasper or the Entity for which you have been nominated? NO If so, please list on the back of this sheet.

I have received a copy of the Boards and Committee Ordinance # 07-40, the Freedom of Information Act and a copy of the responsibilities and duties related to the Board or Commission that I am volunteering to serve on. I agree to uphold and abide by the responsibilities to the best of my abilities. I understand that the law and constitution of South Carolina provide for appointments by County Council because it is elected by the People. Council is thus answerable to the people and Boards, Committees and Commissions are answerable to the Council. The American system of checks and balances thus encourages and enables administration while constraining appointees for cross purposes with council. I further agree to be bound by the rules and regulations of Jasper County Council.

Applicant's Signature: Michelle V. Gaston

Return via mail or email to:  
Wanda Simmons, Clerk to Council  
Jasper County Council  
PO Box 1149, Ridgeland, SC. 29936  
Email: [wsimmons@jaspercountysc.gov](mailto:wsimmons@jaspercountysc.gov)

## Wanda Simmons

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**From:** Michelle Gaston <michelle.dean.gaston@gmail.com>  
**Sent:** Thursday, October 27, 2022 10:23 AM  
**To:** Wanda Simmons  
**Subject:** FW: Request To Be Appointed As Jasper County Board Member - Lowcountry Housing Trust

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

Good morning Ms. Simmons.

I hope that you are well.

The purpose of this message is to request appointment as the Jasper County Board Member on the Lowcountry Housing Trust.

My background is as follows:

My family relocated from suburban Washington DC to Coosawhatchie in 2020 (my husband Anthony Gaston was born and raised in Jasper County and wanted to return home after retirement - he considers Jasper County "heaven on earth").

**I am a retired federal budget officer (32 years of federal service) who worked at the United States Department of Housing and Urban Development (HUD) in Washington, DC for 24 years prior to retirement in 2018.** During my tenure at HUD, I served in several senior leadership positions and I worked in the Offices of Public and Indian Housing (PIH), Administration, Chief Financial Officer, Chief Human Capital Officer, and Chief Information Officer. My office was responsible for formulating and executing budgets in excess of \$250 million annually. This required extensive knowledge of HUD's programs.

Since relocating to Jasper County, I have been actively involved in the community by serving as a volunteer on the Finance Committee of the United Way of the Lowcountry and as a certified mentor and Chairperson of the Minority Outreach Committee of SCORE SC Lowcountry. My work with SCORE takes me to local communities to mentor small business owners and help them move their business forward. I also manage the chapter's Minority Small Business Program (MSBP), a competitive program which offers \$2,500 to eligible minority small business owners.

I have a bachelor and master's degree in Public Administration and an executive education. I believe that my education and experience have prepared me to serve as the Jasper County Board Member on the Lowcountry Housing Trust.

Please let me know if you need more information. I can be reached at (301) 742-0188.

Thank you in advance for your consideration and I look forward to hearing from you soon.

Have a great day.

All the best,

Michelle Gaston

**MICHELLE GASTON – SUPPLEMENTAL RESPONSES  
LOWCOUNTRY HOUSING TRUST APPLICATION**

**BOARDS, COMMITTEES, CIVIC CLUBS, etc.**

I serve on the following Boards/Committees/ Civic Clubs

- **Borough of Brooklyn Center for Arts & Technology** – a Brooklyn, NY based nonprofit organization whose mission is to educate, nurture, and sustain a well-prepared, world-class workforce in Brooklyn, New York, for the balance of the 21st Century, with the goal of eradicating chronic unemployment and underemployment within the Borough. As a Board member, I am responsible for overseeing business development, fundraising, and infrastructure management.
  
- **SCORE SC Lowcountry** – **SCORE** is a national organization that provides free mentoring and other business services to small businesses and nonprofit organizations. I am a member of the SCORE SC Lowcountry chapter, which has offices in Hilton Head Island and Beaufort, SC. The chapter has forty (40) volunteers who serve Beaufort, Colleton, Hampton, and Jasper County.

I am a certified mentor and the Chairperson of the chapter's Minority Small Business Program (MSBP), a competitive award program that provides up to \$2,500 to eligible minority small business owners in the Beaufort, Colleton, Hampton, and Jasper County. In my role as Minority Outreach Committee, I conduct outreach events throughout the service area to expose minority small business owners and nonprofit organizations to the free services offered by SCORE.

- **United Way of the Lowcountry** – I serve on the Finance Committee, which is tasked with reviewing the budget and organizational spending.
  
- **Volunteer Income Tax Assistance (VITA)** – I have volunteered since 2020 and prepared tax returns (virtually) for low-income residents throughout Beaufort and Jasper counties.
  
- **North Carolina Central University Alumni Association (NCCUAA)** – I serve as the Budget Subcommittee Chairperson, where I oversee the preparation of the Association's annual budget. The completed budget is presented to the members of the NCCUAA for approval and adoption.

## **EXPERIENCE**

### **BOROUGH OF BROOKLYN CENTER FOR ARTS AND TECHNOLOGY:**

Contracted to provide expert support to write the strategic plan and mission statement for this newly formed nonprofit organization. Built the accounting system to facilitate preparation of monthly financial statements and to pay employees and contractors timely and accurately. Wrote policies and procedures to govern how the nonprofit operates. Serve on the Business Development team to find fundraising opportunities.

### **GOD'S FAVOUR TRANSPORTATION:**

Contracted with and built the accounting system to track company financials and ensure that contractors and employees are paid timely and accurately. Wrote company policy and procedures to ensure compliance with internal controls. Prepare and disseminate monthly financial statements.

### **U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD):**

I retired from the federal service (after 32 years of service) in 2018, having spent twenty-four (24) at HUD.

Selected responsibilities at HUD:

Executed annual Information Technology (IT) budget of \$250 million. Tracked seventeen (17) funding streams and complied with federal appropriations law regarding fund utilization. Led monthly financial review of expenditures and made recommendations if actuals deviated from the budget. Reconciled monthly records to ensure compliance with federal accounting rules. Built and enforced financial internal controls to ensure compliance.

Directed oversight of three functions and branches (budget, administrative operations, and contract oversight) in the office responsible for developing and implementing policies and procedures associated with human capital management and administrative support for the Department. Directly supported HUD's 8,000 employees through the allocation of resources (approximately \$250 million) to fund the Department's non-Information Technology infrastructure (space/rent allocation, human resource payroll/performance management support, Field office service).

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# AGENDA ITEM:

## XII

New Business item B

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## Jasper County Finance Department

358 Third Avenue, Post Office Box 1149  
Ridgeland, South Carolina 29936  
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA, CGFO  
Director, Administrative Services Division  
[kburgessr@jaspercountysc.gov](mailto:kburgessr@jaspercountysc.gov)

### Jasper County Council Presentation of Quote and Lease Terms Personal Protective Equipment

<b>Meeting Date:</b>	November 7, 2022
<b>Subject:</b>	Presentation and acceptance of proposal for sixty (60) setoff of personal protective equipment (PPE) and lease term sheet for the lease purchase of the PPE
<b>Recommendation:</b>	Accept proposal from Rhinehart Fire Services for PPE and accept the proposed lease terms from Community Leasing Partners and authorize the County Administrator to negotiate and enter into a lease purchase agreement for the purchase of the equipment.
<b>Submitted for:</b>	Council to accept the proposal from Rhinehart Fire Services dated October 11, 2022, for PPE and accept the proposed lease terms from Community Leasing Partners dated November 1, 2002, and authorize the County Administrator to negotiate and enter into a lease purchase agreement for the purchase of the equipment.

**Description:** Personal Protective Equipment (PPE) is integral for the safety and well-being of firefighters when responding to a call. Currently, the County has a shortage of PPE and the budget allows for the purchase of approximately ten (10) sets of gear annually. However, the number of sets of gear is reduced each time there is a price increase. There is an alternative method of purchase which allows for the purchase of sixty (60) sets of gear through a lease purchase program offered by Community Leasing Partners which will keep the annual payment within the budgeted amount. The lease will be non-bank qualified, and there are no documentation fees or closing costs.

**Recommendation:** Staff recommends that the Council accept the proposal from Rhinehart Fire Services and the proposed financing method which is a lease purchase offered by Community Leasing Partners and that the Council authorize the County Administrator to enter into a lease purchase agreement for the purchase of the equipment.

**Attachments:**

Rhinehart Fire Services quote dated October 11, 2022

Community Leasing Partners financing options term sheet dated November 1, 2022

# QUOTE

## RHINEHART FIRE SERVICES

22 Piney Park Rd., Asheville NC 28806  
Office 828-273-1789  
Cell Phone (201)674-6301  
david@rhinehartfire.com

DATE 10/11/2022

EXPIRES 12/10/2022

TO Jasper County Fire Rescue  
1509 Grays Highway  
Ridgeland, SC 29936  
BC Brian Barton  
bbarton@jaspercountysc.gov  
843-305-0265

Jasper County Fire Rescue  
1509 Grays Highway  
Ridgeland, SC 29936  
BC Brian Barton  
bbarton@jaspercountysc.gov  
843-305-0265

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
DAVID KORNHAUSER	60 Sets PPE	NET 10	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
60	Sets of Veridian PPE as per spec attached	2,348.49	140,909.40
	Please note expiration date of quote and any sizing up charges on the bottom of the coat and pant pages, there is a price increase of 4.5% on 10/21/22 which Veridian will not apply on this order up until 12/10/22		
	Approximate ETA 5 months from date of order		
	Sizing Sample to be provide to the department to be used within 1 month.		
	Estimated Shipping	FREE	0.00

OTHERLESS NOTED ABOVE PRICES DO NOT INCLUDE ANY APPLICABLE TAX

OR SHIPPING CHARGES

SUBTOTAL	140,909.40
SALES TAX (9%) JASPER CNTY	12,681.85
TOTAL	153,591.25

Quotation prepared by: DAVID KORNHAUSER REGIONAL SALE PERSON RHINEHART FIRE SERVICES, INC. \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**



Phone: 888.777.7850  
 Fax: 888.777.7875  
 Cell: 785.313.3154  
 215 S. Seth Child Road  
 Manhattan, KS 66502  
[www.clpusa.net](http://www.clpusa.net)

November 1, 2022

**Customer Name:** Jasper County Fire Rescue, SC  
 Brian Barton, BC

**Equipment:** Sixty Sets of Turnout Gear  
**Sales Representative:** David Komhauser @ Rhinehart Fire Services  
**Delivery:** TBD

Community Leasing Partners, a Division of *Community First National Bank*, is pleased to present the following financing options for your review and consideration.

**Option 1**

Total Cost:	\$ 153,591.25	Payment Frequency:	Annual
Down Payment:	\$ 15,000.00	First Payment:	One year from closing
Trade In:	\$ -		
<b>Amount Financed:</b>	<b>\$ 138,591.25</b>		
Term in Years:	3	4	5
Payment:	\$50,695.57	\$38,924.71	\$31,873.17
Factor:	0.365792	0.280860	0.229980
Interest Rate:	4.79%	4.82%	4.84%

**Option 2**

Total Cost:	\$ 153,591.25	Payment Frequency:	Annual
Down Payment:	\$ 30,000.00	First Payment:	One year from closing
Trade In:	\$ -		
<b>Amount Financed:</b>	<b>\$ 123,591.25</b>		
Term in Years:	3	4	5
Payment:	\$45,208.69	\$34,711.81	\$28,423.47
Factor:	0.365792	0.280860	0.229980
Interest Rate:	4.79%	4.82%	4.84%

- **THERE ARE NO DOCUMENTATION OR CLOSING FEES ASSOCIATED WITH THIS PROPOSAL.**
- Fixed interest rate for the terms provided unless otherwise stated.
- The quoted interest rate is valid for 14-days from the date of the proposal. To lock in the interest rate, a credit submission would be required, and a credit approval attained within the same 14-day period. This financing is to be executed and funded within 30 days of the date of the proposal, or Lessor reserves the right to adjust the interest rate. The proposal is subject to credit review and approval of mutually acceptable documentation.
- This proposal has been prepared assuming the lessee is non bank qualified and that the proposed lease qualifies for Federal Income Tax Exempt Status for the Lessor under Section 103 of the IRS Code.

**Thank you** for allowing Community Leasing Partners the opportunity to provide this proposal. If you have any questions regarding the options presented, need additional options, or would like to proceed with a financing, please contact me at 1-888-777-7850.

Respectively,

Blake J. Kaus  
 Vice President & Director of Leasing  
[blakekaus@clpusa.net](mailto:blakekaus@clpusa.net)

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# AGENDA ITEM:

## XII

New Business item C

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## Jasper County Finance Department

358 Third Avenue, Post Office Box 1149  
Ridgeland, South Carolina 29936  
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA, CGFO  
Director, Administrative Services Division  
[kburgessr@jaspercountysc.gov](mailto:kburgessr@jaspercountysc.gov)

### Jasper County Council Quote Presentations Copiers

<b>Meeting Date:</b>	November 7, 2022
<b>Subject:</b>	Presentation and acceptance of proposals for copiers for the County
<b>Recommendation:</b>	Accept the Xerox copier proposal from Lowcountry Office Solutions
<b>Submitted for:</b>	Council to accept the proposal dated July 12, 2022 for the replacement and addition of Xerox copiers throughout the County and to authorize the Director of Administrative Services to enter into the necessary agreements with Lowcountry Office Solutions.

**Description:** Jasper County has had a rental agreement with Lowcountry Office Solutions for approximately seven (7) years for Xerox copiers. Many of the rental agreements are up for renewal and there are a few departments that have not had a copier/printer/scanner and now need one. Although the current copiers are on state contract several local vendors were contacted and asked to provide the County with a proposal for copiers in order to determine if there was a significant difference in pricing. Local vendors were chosen because of the proximity for service calls. Three vendors including Lowcountry Office Solutions submitted proposals. Only Lowcountry Office Solution (Xerox) provided a rental agreement in which the County paid only for copies. The other proposers each had a monthly fee in addition to a price per copy.

**Recommendation:** Staff recommends that the Council accept the proposal from Lowcountry Office Solutions for Xerox copiers using state contract pricing and allow the Director of Administrative Services to enter into any necessary agreements for the replacement and addition of copiers for County offices.

**Attachments:**  
Lowcountry Office Solution Proposal  
ABR Digital Office Solutions Proposal  
Ashley's Business Solutions Proposal



113 East Washington Street, Suite E • Walterboro, SC 29488 • (843) 549-9585

**To: Jasper County**

**From: Cherry Douglas  
Xerox Sales Agent**

**Date: July 12, 2022**

**RE: Xerox Copier Proposal for Jasper County**

**Good morning Ms. Burgess and Mrs. Epperson**

**Thank you for the opportunity to present the Xerox Copier Proposal for the County Offices. We have worked with the County for many years and would appreciate the opportunity to continue our business relationship.**

**You will find a breakdown of each department and the type of device that they currently have and I am proposing to replace each device with a like device (color or black and white). As you know, you are on the State of S.C. Contract which is a straight cost per copy contract, meaning that you only pay a cost per copy each month for actual copies made during the month. There are no minimum amounts that are required to be made and that is why you will see such a fluctuation of prices when you review. If you do not make any copies during the month, you do not receive a bill. For that reason, I pulled an average copy volume for the last 12 months for each device so that we could get a better idea of what it would cost on an annual basis.**

**All supplies (toners, drums, fusers ect.) are included in this cost per copy. All on-site service on the machine is covered. You only pay a cost per copy and everything else is included (except paper and staples)**

**I have reviewed your copy volume and your overall cost and feel that the State contract is the best deal for the County. On other contracts, you would have to pay a monthly lease payment or purchase the device and then pay a cost per copy for the supplies and service to be included.**

**If we replace these machines and move to another Xerox device, we can replace the whole fleet at one time even though not all of the devices are at the end of the 60 month term.**

**Please keep in mind that the machines on the State contract are 55 copies per minute and include network printing, faxing, stapling and copying. If you would like to look at different units, I would just like to make sure that we are looking at the same type of machine with like options.**



**Authorized Sales Agent**



113 East Washington Street, Suite E • Walterboro, SC 29488 • (843) 549-9585

If we replace the machines, we will pick up the old units, bring in the new units and my IT Person will be on site to put the machines back on the network. There is very little disruption of service and will train all key personnel on the new devices. All of this is included in the price of the machine.

I am attaching the cost of the machines on the state contract as well as the terms. Also, I am attaching the breakdown by department, their copy volumes and the cost using the 12 month average copy volume.

Once you receive this proposal, I would love to come and meet with you so that I can go over any questions that you may have. As I mentioned above, I am proposing to replace the machines with like devices that we currently have but we can change any of that.

\*\*note that the black and white devices have been on backorder so they would come in later than the color devices, but it will not affect any pricing.

Thank you again for the opportunity to continue our working relationship and I look forward to meeting with you soon!

Cherry Douglas  
Xerox Sales Agent  
Lowcountry Office Solutions  
843-549-9585  
843-908-1191 (cell)  
lowcountrys@lowcountry.com



Authorized Sales Agent



113 East Washington Street, Suite E • Walterboro, SC 29488 • (843) 549-9585

### **AltaLink B8155 Copier/Printer/Scanner/Fax**

**55 black and white copies per minute**

- **Duplex (front and back copying)**
- **Print from USB (Flashdrive Printing)**
- **4-550 adjustable sheet paper trays 8 ½ x 11 – 11 x 17 printing**
- **1-100 sheet bypass tray**
- **10.1" Mobile Device Like touchscreen**
- **Wireless Printing**
- **Network Printing, Google Cloud Print**
- **Airprint**
- **Scan to email**
- **Scan to Drop Box, Google Drive, One Drive and Office 365**
- **Faxing**
- **Stapling**

### **State of South Carolina Rental Agreement**

**Under the State of South Carolina Rental Agreement, there are NO monthly lease payments. You only pay for the prints that you use. If you do not use the machine during the course of the month...there is no bill. There are no minimum prints that must be made to qualify for this program.**

**1-5000 prints @ \$0.0361 per print**

**5001-over prints @ 0.0066**

**These prices include Xerox Full Service On-Site Maintenance Agreement and all supplies (except paper and staples). All toners, drums, parts and labor are included.**

**Scans and outgoing faxes do not count as prints. If it does not put ink on paper, it does not count as a print.**

**A cost example: 1000 black and white prints would be billed at \$36.10.**

**Prices include:**

**Xerox Total Satisfaction Guarantee**

**Training to all key personnel**



**Authorized Sales Agent**





113 East Washington Street, Suite E • Walterboro, SC 29488 • (843) 549-9585

### **AltaLink C8155 Color Copier/Printer/Scanner/Fax**

- 55 black and white copies per minute
- 50 color copies per minute
- Duplex (front and back copying)
- Print from USB (Flashdrive Printing)
- 4-550 adjustable sheet paper trays 8 1/2 x 11 – 11 x 17 printing
- 1-100 sheet bypass tray
- 10.1" Mobile Device Like touchscreen
- Wireless Printing
- Network Printing, Google Cloud Print
- Airprint
- Scan to email
- Scan to Drop Box, Google Drive, One Drive and Office 365
- Faxing
- Stapling

#### **State of South Carolina Rental Agreement**

**Under the State of South Carolina Rental Agreement, there are NO monthly lease payments. You only pay for the prints that you use. If you do not use the machine during the course of the month...there is no bill. There are no minimum prints that must be made to qualify for this program.**

**This device has two meters. Black and white prints and color prints.**

**On the black and white meter, you would be billed**

**0-4000 prints @ \$0.0519 per print**

**4001-over prints @ 0.0066**

**All color prints will be billed at \$0.0536**

**These prices include Xerox Full Service On-Site Maintenance Agreement and all supplies (except paper and staples) All toners, drums, parts and labor are included**

**\*\*We would default this machine to print in black and white to avoid making unwanted color copies and you would then choose the color option when you truly wanted color prints This machine is equipped the Auditor feature which gives you the option to use codes for usage. You can then choose who has access to color within those codes**

**Scans and outgoing faxes do not count as prints If it does not put ink on paper, it does not count as a print.**



**Authorized Sales Agent**



113 East Washington Street, Suite E • Walterboro, SC 29488 • (843) 549-9585

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**A cost example: 1000 black and white prints would be billed at \$51.90. 1000 color prints would be billed at \$53.60**

Jasper County Arrest Copier Proposal  
Black and White Devices

Department Name	Customer #	Average Black Prints billed at \$0.0361	Average Color Prints	Total Monthly Charge
Tax Collector	723490793	1382		\$49.89
Emer Services EOC	724609458	2787		100.61
Detention Center Training	723543139	472		17.04
Detention Center Booking	724055628	4605		166.24
Clerk of Court	723961215	2927		105.57
Probate	723915385	977		35.27
Veteran Affairs	724603493	338		12.21
Hartselleville Magistrate	723917001	394		14.23
Public Works	724923925	593		21.41
Hartselleville Auditor	725055387	73		2.64
Central Bond Court	723961499	619		22.35

Color Devices

Department Name	Customer #	average black prints billed at \$0.0461	Average Color Prints billed at \$0.0536	Total Monthly Charge
County Council	725459077	1770	3523	270.44
Emer Services Firetower Rd.	723735759	46	49	4.75
Emergency Services Admin	724609458	5192	3053	403.01
Emer Services 1509 Greys	724609458	1665	980	129.29
Sheriff Dept Receipt Area	723253340	525	524	52.31
Sheriff Detect Office	724494372	1939	2906	245.16
Sheriff Det Office	724494372	1209	1307	125.81

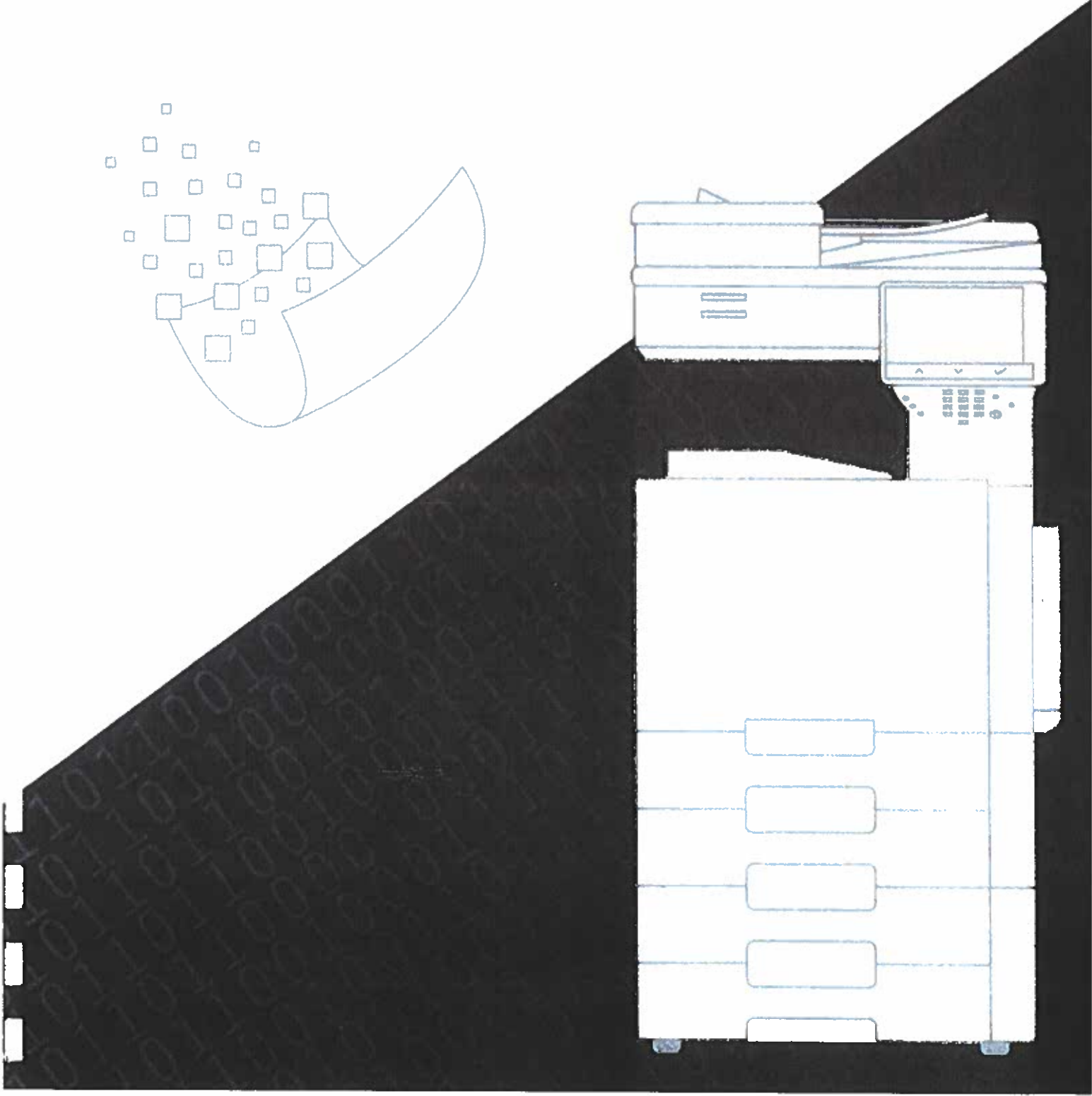
Sheriff Reception	723253340	2819	2192	247.46
Detention Admin	724065610	532	1609	130.78
Planning and Building	724391263	2477	4355	347.62
Finance	724927794	2006	1602	178.35
Clerk of Court	723961215	1690	74	81.88
Magistrate Traffic Court	724483839	277	278	27.67
Auditor	725028583	1404	243	77.76
Treasurer	723806444	2987	134	144.89
Assessor	724923917	1205	1743	148.98
Voter Registration	723539490	455	1720	113.18
Parks and Recreation	722582251	1057	933	98.74
Register of Deeds	723915393	935	840	88.14
Legation	723668986	208	157	18.01
Magistrate Dore	724483839	280	426	35.75
Human Resources	725268015	1777	2354	208.11
County Attorney	724391271	459	318	38.21

Total Monthly Cost (estimated by 12 month average copy volume per department)

\$3,743.82



paper ▶ digital ▶ cloud



**JASPER COUNTY FINANCE  
358 THIRD AVENUE  
COURTHOUSE SQUARE  
RIDGELAND, SC 29936**

**ATTENTION:  
DARLENE EPPERSON  
KIMBERLY BURGESS  
EARL BOSTICK JR.**

Savannah - serv. location  
 Replacement, if necessary  
 within 2 days

Delivery - 2 weeks - 3 mo:  
 Master billing  
 Lease purchase - no. to no  
 after term.

DEPT #	DEPARTMENT	END DATE	CURRENT FEATURES	OPTION 1/A3 55 CPM	OPTION 2/A4 55 CPM	SERVICE COST
63	COC	11-2-22	COLOR/FIN//FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
63	COC	11-2-22	COLOR/FIN/FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
90	DELEGATION	6-5-22	BLACK/FINISHER/F AX	\$170.76	\$75.60	BLACK .007
76	HARDEE MAGISTRATE	10-24-22				
65	PROBATE	10-24-22				
96	CENTRAL BOND COURT	11-9-22				
58	DETENTION CENTER ADMIN	12-27-22	COLOR/FINISHER/F AX	\$213.26	\$132.04	BLACK .007 COLOR .048
58	DETENTION CENTER TRAINING	12-27-22				
58	DETENTION CENTER BOOKING	12-28-22	BLACK/FINISHER/FA X/HP	\$187.31	\$82.66	BLACK .007
78	PARKS & RECREATION	5-22-23	COLOR/FINISHER/F AX	\$213.26	\$132.04	BLACK .007 COLOR .048
60	PLANNING/BUILDING	5-30-23	COLOR/FINISHER/F AX	\$213.26	\$132.04	BLACK .007 COLOR .048
102	COUNTY ATTORNEY	6-6-23	COLOR/FINISHER/ FAX	\$213.26	\$132.04	BLACK: .007 COLOR .048
64	CENTRAL TRAFFIC	7-23-23	COLOR/FINISHER/ FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
56	DETENTION OFFICE	8-14-23	COLOR/FIN/FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
56	SHERIFF OFFICE	9-7-23				
56	EMERGENCY SERVICES 900	10-26-23	BLACK/FIN/FAX/H P	\$187.31	\$82.60	BLACK .007
56	EMERGENCY SERVICES ADM	10-26-23	COLOR/FIN/FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
68	VETERAN AFFAIRS	10-26-23	BLACK/FIN/FAX/H P	\$187.31	\$82.60	BLACK .007

55 CPM - 300,000 / mo.  
 40%  
 120,000

58	EMERGENCY EOC	11-5-23				
58	EMERGENCY GRAYS	11-26-23	COLOR/FIN/FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
53	TAX COLLECTOR	5-23-24	BLACK/FIN/FAX/H P	\$187.31	\$82.60	BLACK .007
69	TAX ASSESSOR	5-24-24	COLOR/FIN/FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
72	VOTERS REGISTRATION	5-24-24	COLOR/FIN/FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
61	FINANCE	5-24-24	COLOR FIN/FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
80	PUBLIC WORKS	5-28-24	BLACK/FIN/FAX/H P	\$187.31	\$87.60	BLACK: .007
56	ROOM RECEPTION	6-27-24	COLOR/FIN/FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
66	AUDITOR	7-22-24	COLOR/FIN/FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
67	TREASURER	7-22-24	COLOR/FIN/FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
85	ROD	8-12-24	COLOR/FIN/FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
89	SATELLITE OFFICE	8-20-24	BLACK/FIN/FAX/H P	\$187.31	\$87.60	BLACK .007
94	MAGISTRATE DORE	12-16-24	COLOR/FIN/FAX	\$204.20	\$120.44	BLACK .007 COLOR .048
101	HUMAN RESOURCES	11-7-25	COLOR/FIN	\$204.20	\$120.44	BLACK .007 COLOR .048
50	COUNTY COUNCIL	7-17-25	COLOR/FIN/FAX	\$213.26	\$132.04	BLACK .007 COLOR .048
56	SHERIFF RECEPTION	11-16-25				



**\*Pricing is based on 60 month contracts and 55 per minute machines**

**\* Current features were obtained from rental invoices - an evaluation of each site could eliminate some cost/features - example: fax on most machines**

**\*A shopping list is available for slower machines and more/less features**

**\*Locations 76\65\96\58\56\56 were not available.**

**\*Current fleet is 55 copy per minute systems. Most have color.**

# COLOR Pricing A-3 Copiers

## Konica Minolta Copiers Standard Features

### Color Copiers

- Automatic Document Feeder
  - 2 - (550 Sheet Cassettes)
  - Bypass
  - Print/Scan Capability
  - Reduction/Enlargement
  - Equipment Stand
- \*Speed, Pricing, Accessories listed below

Accessories	36 Months	48 Months	60 Months
2 x 550 Cassette	\$28.01	\$22.25	\$18.42
2500 Large Capacity	\$32.97	\$26.20	\$21.68
Finisher/Stapling	\$38.31	\$30.45	\$25.20
Hole Punch	\$13.78	\$10.97	\$ 9.06
Fax Capability	\$25.16	\$19.99	\$16.55

Konica Minolta KM C250I (25cpm)	<u>NASPO</u>	36 Months	\$142.90	<u>ABB</u>	36 Months	\$125.00
		48 Months	\$113.55		48 Months	\$105.00
		60 Months	\$93.99		60 Months	\$85.00

\*Service at Black.0078 per copy  
Color .05 per copy

Konica Minolta KM C300I (30cpm)	<u>NASPO</u>	36 Months	\$153.42	<u>ABB</u>	36 Months	\$135.00
		48 Months	\$121.91		48 Months	\$112.00
		60 Months	\$100.91		60 Months	\$91.10

\*Service at Black.0078 per copy  
Color .05 per copy

Konica Minolta KM C360I (36cpm)	<u>NASPO</u>	36 Months	\$177.97	<u>ABB</u>	36 Months	\$147.00
		48 Months	\$141.28		48 Months	\$130.00
		60 Months	\$116.94		60 Months	\$109.00

\*Service at Black.0078 per copy  
Color .05 per copy

Konica Minolta KM C450I (45cpm)	<u>NASPO</u>	36 Months	\$277.53	<u>ABB</u>	36 Months	\$222.00
		48 Months	\$220.55		48 Months	\$185.00
		60 Months	\$187.35		60 Months	\$155.40

\*Service at Black.007 per copy  
Color .048 per copy

Konica Minolta KM C550I (55cpm)	<u>NASPO</u>	36 Months	\$335.13	<u>ABB</u>	36 Months	\$258.00
		48 Months	\$265.63		48 Months	\$215.00
		60 Months	\$220.42		60 Months	\$179.00

\*Service at Black .007 per copy  
Color .048 per copy

# Black Pricing A-3 Copiers

## Konica Minolta Copiers Standard Features

### Black & White Copiers

- > Automatic Document Feeder
  - > 2 - (550 Sheet Cassettes)
  - > Bypass
  - > Print/Scan Capability
  - > Reduction/Enlargement
  - > Equipment Stand
- \*Speed, Pricing, Accessories listed below

Accessories	36 Months	48 Months	60 Months
2 x 550 Cassette	\$28.01	\$22.25	\$18.42
2500 Large Capacity	\$32.97	\$26.20	\$21.68
Finisher/Stapling	\$38.31	\$30.45	\$25.20
Hole Punch	\$13.78	\$10.97	\$ 9.06
Fax Capability	\$25.16	\$19.99	\$16.55

Konica Minolta KM227 (22cpm)	<u>NASPO</u>	36 Months	\$93.27	<u>ABR</u>	36 Months	\$90.00
		48 Months	\$74.12		48 Months	\$71.00
		60 Months	\$61.35		60 Months	\$59.00
*Service at .0085 per copy						

Konica Minolta KM3001 (30cpm)	<u>NASPO</u>	36 Months	\$116.83	<u>ABR</u>	36 Months	\$104.00
		48 Months	\$92.84		48 Months	\$83.50
		60 Months	\$76.84		60 Months	\$69.30
*Service at .0085 per copy						

Konica Minolta KM3601 (36cpm)	<u>NASPO</u>	36 Months	\$124.22	<u>ABR</u>	36 Months	\$113.00
		48 Months	\$98.71		48 Months	\$87.50
		60 Months	\$81.70		60 Months	\$73.50
*Service at .0072 per copy						

Konica Minolta KM4501 (45cpm)	<u>NASPO</u>	36 Months	\$140.26	<u>ABR</u>	36 Months	\$127.00
		48 Months	\$111.38		48 Months	\$97.50
		60 Months	\$92.26		60 Months	\$81.90
*Service at .0072 per copy						

Konica Minolta KM5501 (55cpm)	<u>NASPO</u>	36 Months	\$245.78	<u>ABR</u>	36 Months	\$210.00
		48 Months	\$195.30		48 Months	\$177.50
		60 Months	\$161.35		60 Months	\$136.50
*Service at .006 per copy						

A-4 Pricing  
Black/Color

Does not handle 11x14

**Savin A-4 Options (Black)**

	<u>36 Months</u>	<u>48 Months</u>	<u>60 Month</u>
Savin IM430F (45cpm)	\$ 68.20	\$ 59.00	\$46.20
Savin IM550F (55cpm)	\$ 96.10	\$ 77.50	\$65.10
Savin IM600F (60cpm)	\$ 127.10	\$ 102.50	\$86.10
Additional Cassette	\$ 10.85	\$ 8.75	\$ 7.35
Medium Cabinet 1	\$ 4.65	\$ 3.75	\$ 3.15

**Maintenance**

ABR will cover all parts, labor and supplies. B&W pages billed at \$.0085per page (Excluding paper and staples).

Savin IMC400F	\$ 109.86	\$ 88.75	\$73.50
---------------	-----------	----------	---------

**Maintenance**

ABR will cover all parts, labor and supplies. B&W pages billed at \$.0085per page. Color pages billed at .06 per page. (Excluding paper and staples).

	<u>36 Months</u>	<u>48 Months</u>	<u>60 Month</u>
Savin MP C501SP w/stand (color)	\$ 150.36	\$ 125.30	\$ 100.24
Internal Finisher	\$ 13.91	\$ 11.75	\$ 9.40
Punch Unit	\$ 12.13	\$ 10.25	\$ 8.20
Paper Feed Unit	\$ 15.98	\$ 13.50	\$ 10.80
Fax Option	\$ 17.16	\$ 14.50	\$ 11.60



*Jasper*  
**County**  
South Carolina

### Canon imageRunner Advanced C5235 - Factory Refurbished

- ✓ 35 pages per minute B/W and Color
- ✓ 150 Document Feeder scans in Color
- ✓ Delete Blank Pages when scanning
- ✓ Duplexing—two sided copies
- ✓ Two 550 sheet adjustable paper trays (STMT - 12x18)
- ✓ Two Additional 550 sheet adjustable paper trays - when required for high volume environments
- ✓ Network Print (UFR II, PCL, PS)
- ✓ Network Color Scan (to desktop & email)
- ✓ Corner Staple and Hole Punch - when required per department
- ✓ Fax

**Month to Month Rental:                      \$99 per month**

### Ashley's Service Agreement

- All parts, labor and toner included
- .0095 per B/W
- .069 per color

**Please contact me with any questions:**  
**Chad Tindell**  
**Account Executive/Branch Manager**  
**o: 912.354.4378 Ext. 306**

---

THIS QUOTATION CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION OF ASHLEY'S BUSINESS SOLUTIONS INC AND IS INTENDED FOR USE ONLY BY THE CUSTOMER WHOSE NAME APPEARS ON THIS QUOTATION. IT MAY NOT BE DISCLOSED TO THIRD PARTIES WITHOUT PRIOR WRITTEN CONSENT OF ASHLEY'S BUSINESS SOLUTIONS INC

---

**ashleys.info • toll free 800.677.4345 • *tomorrow's solutions for today's office***

**Tifton Office: 2020 McCormick Drive, Tifton, GA 31793 | PO Box 26 | 229.386.4345**

**Savannah Office: 1101 Chatham Parkway Suite A-4, Savannah, GA 31408 | 912.354.4378**

**Albany, GA**  
**229.435.4375**

**Valdosta, GA**  
**229.242.4325**

**Brunswick, GA**  
**912.264.4314**

**Hilton Head, SC**  
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- ✓ 35 pages per minute B/W only
- ✓ 150 Document Feeder scans in Color
- ✓ Delete Blank Pages when scanning
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- ✓ Two 550 sheet adjustable paper trays (STMT - 12x18)
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- ✓ Network Print (UFR II, PCL, PS)
- ✓ Network Color Scan (to desktop & email)
- ✓ Corner Staple and Hole Punch - when required per department
- ✓ Fax

**Month to Month Rental:**

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### Ashley's Service Agreement

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NRBOM COP/REG	Amounts	Black and White Volume	Color Volume	Department #	DEPARTMENTS	Customer #'s
81B-000009	\$241.48	1770	2847	50	County Council	
Y4X-000725	\$28.13	870		53	Tax Collector	
E1B-000005	\$1.81			55	Emergency Services-EOC	
Y4X-000204	\$113.73	2820		58	Emergency Services/600 Firetower Rd	
81B-000008	\$761.64	6000	8538	58	Emergency Services-Admin	
81B-000316	\$118.03	1501	848	58	Emergency Services-1500 Greys Hwy.	
	\$888.21					
E4C-210570	\$88.28			57	Sheriff's Dept/Reception Area	
Y4X-040243	\$111.62	2038		57	Sheriff/Deputy's Office	
81B-001818	\$89.82	807	835	57	Sheriff/Deputy's Office	
81B-022870	\$338.85	3732	2856	57	Sheriff's Reception	
	\$813.33					
Y4X-034482	\$13.84			59	Deannan Center Training	
Y4X-034505	\$188.34	4870		59	Deannan Building	
81B-000719	\$104.28	454	1818	59	Deannan Center Admin	
	\$398.27					
81B-000816	\$278.88	2077	3876	60	Planning & Building	
81B-025745	\$158.98	1891	4102	61	Finance	
Y4X-000005	\$108.14			63	EOC	
81B-001604	\$111.29	1946	208	63	EOC	
	\$317.43					
81B-001577	\$16.85	239	194	64	Marygrove/Central Traffic Court	
Y4X-020872	\$33.48			65	Probate	
81B-020307	\$89.18	1128	651	66	Auditor	
81B-030052	\$88.34	1882	62	67	Treasurer	
Y4X-051882	\$18.74	415		68	Veterans Affairs	
81B-019134	\$288.82	3230	1788	69	Assessor	
81B-025728	\$187.11	940	2342	72	Voter Registration	
Y4X-030874	\$18.45			76	Hartsville Magistrate	
81B-000332	\$183.18	6485	848	78	Parks & Rec	
Y4X-000113	\$14.92	370		80	Public Works	
81B-000343	\$83.76	1188	135	85	ROO	
Y4X-020488	\$7.87	182		89	Hartsville Auditor Satellite Office	
Y4X-020488	\$0.00			89	Hartsville Auditor Satellite Office	
Y4X-020488	\$0.00			89	Hartsville Auditor Satellite Office	
Y4X-020488	\$0.00			89	Hartsville Auditor Satellite Office	
Y4X-020488	\$0.00			89	Hartsville Auditor Satellite Office	
Y4X-020488	\$0.00			89	Hartsville Auditor Satellite Office	
Y4X-020488	\$0.00			89	Hartsville Auditor Satellite Office	
	\$7.87					
MSA-000735	\$42.77	818	385	90	Delegation	
81B-000882	\$61.18	371	811	94	Magistrate/Judge A.C.C.	
Y4X-030482	\$21.38			98	Central Bond Court	
81B-042811	\$338.04	2088	4174	101	Human Resources	
81B-000252	\$91.81	381	313	102	County Attorney	
	\$4,218.28	48288	26376			
Asheby's Cost	\$2,897.49	at .0089	at .0259			\$12.50 per device
Monthly savings	\$1,317.71					

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# AGENDA ITEM:

## XIV

Council Members Comments

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# AGENDA ITEM:

## XV

### *Administrator's Report*





## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

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

### Administrator's Report November 7, 2022

---

1. Towne Park Development by Forino Co., L.P.:

I previously provided Council with a copy of County staff comments to the City of Hardeeville regarding this proposed development. Additional information follows this report. There are two crucial issues for the County- 1) proposed stormwater discharge into a pond at Sergeant Jasper Park, and 2) the developer proposes to use the extended portion of Medical Center Drive (aka the Butterfly Kingdom Road) for access.

As for the road issue, staff has requested that the City consider taking ownership of the road as the developer has filed an application for an encroachment permit, the road is not being used to serve any unincorporated properties, and the 2016 Attorney General opinion appears to apply. We have not received a response yet, but this is an issue we will need to address with both municipalities going forward.

2. School Resource Officer Memorandum of Understanding (MOU):

The Sheriff negotiates School Resource Officer MOUs. The County Administrator signs them as an acknowledgement and has the responsibility to copy the County Council. A copy of the most recent MOU that I have signed follows this report.

3. Joint Planning Proposition with the Town of Ridgeland:

As I mentioned to you in an email sent Oct. 31 (also included in this report), the Town of Ridgeland has requested your consideration of working together in a joint planning effort to plan the unincorporated portion of Jasper County from US 170 west to the Town limits. I will be requesting your permission to collaborate with staff to develop a proposed plan to move forward with a joint planning process that will include both Councils, Planning Commissions, County and Town staff, and a wide range of stakeholders.

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



## Jasper County Planning Department

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

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

August 25, 2022

City of Hardeeville  
Ms. Brana Snowden, Planning Director  
205 Main Street  
Hardeeville, SC 29927

Re: Towne Park Development by Forino Co, L.P.

Dear Ms. Snowden,

Jasper County had the opportunity to review the Towne Park development proposed by Forino Co, L.P. Jasper County has two primary concerns. One is the road in which the development will gain access from and the other is their stormwater management plan, which are both discussed below along with recommendations by Jasper County.

According to the Towne Park development plans, access to their property is shown from Medical Center Drive. The portion of Medical Center Drive north of the intersection of Red Dam Road is owned by Jasper County. An encroachment permit has not been issued for the Towne Park project nor has Jasper County received an application for an encroachment permit. Medical Center Drive is located within the City of Hardeeville and the road is not being used by Jasper County to serve any unincorporated Jasper County properties, so the County Administration would propose the County deed the road to the City of Hardeeville, which would eliminate the need for a Jasper County encroachment permit for this project and any future development that may be permitted through the City of Hardeeville.

Additionally, Jasper County understands that the stormwater from the Towne Park project will ultimately discharge into a pond at Jasper Sergeant Park, a public recreational asset. Given the exceptional natural resource value of the Park and its water amenities, Jasper County respectfully requests that the City of Hardeeville require the Stormwater Management Plan for this project to be designed at a minimum to conform to Jasper County's Stormwater Ordinance dated August 17, 2020, which we understand to contain stricter standards in important areas. Jasper County's Stormwater Ordinance and general requirements can be found here:

<https://www.jaspercountysc.gov/pdfs/LandDevelopmentRegulations.pdf> (See Chapter 10),

Jasper County's Stormwater Design Requirements are:

- Control the post-development peak runoff discharge rate for the 2-, 10-, and 25-year, 24-hour design storm events to pre-development discharge rates. The 100-year, 24-hour

storm event shall be accommodated through the development without causing damage to on-site and offsite structures.

- Engineered stormwater collection, conveyance, and storage systems shall be designed using criteria established in the Jasper County Stormwater Management Design Manual; and

Jasper County's Water Quality Requirements for Development includes:

- Storm Water Runoff Volume - the development shall maintain the pre-development hydrology of the site for the 85th percentile storm event.
- A stormwater management system is presumed to comply with this criteria if it includes practices that provide for the interception, evapotranspiration, infiltration or capture and reuse of stormwater runoff, that have been selected, designed, constructed and maintained in accordance with the Stormwater Design Manual, sound engineering practice, and other information as approved by the DSR; and it is designed to provide the amount of stormwater runoff reduction specified in the latest edition of the stormwater Design Manual.

Jasper County's Stormwater Design Manual can be found here:

<https://www.jaspercountysc.gov/pdfs/StormwaterManual10311.pdf>

Ideally, the storm water standards developed by SOLOCO would be applied to provide better protection to the receiving waters of the Park; is there an opportunity to incorporate those standards and Best Management Practices into the plan and agreements for this project?

Please let me know if the City of Hardeeville will favorably consider these recommendations.

Respectfully,

*Lisa Wagner*

Lisa Wagner, CFM  
Director of Planning and Building Services



SHEET  
C002

DATE	DESCRIPTION

**TOWNE PARK - SINGLE FAMILY DEVELOPMENT**  
 FORMO CO., L.P.  
 HANDEEVILLE, SOUTH CAROLINA

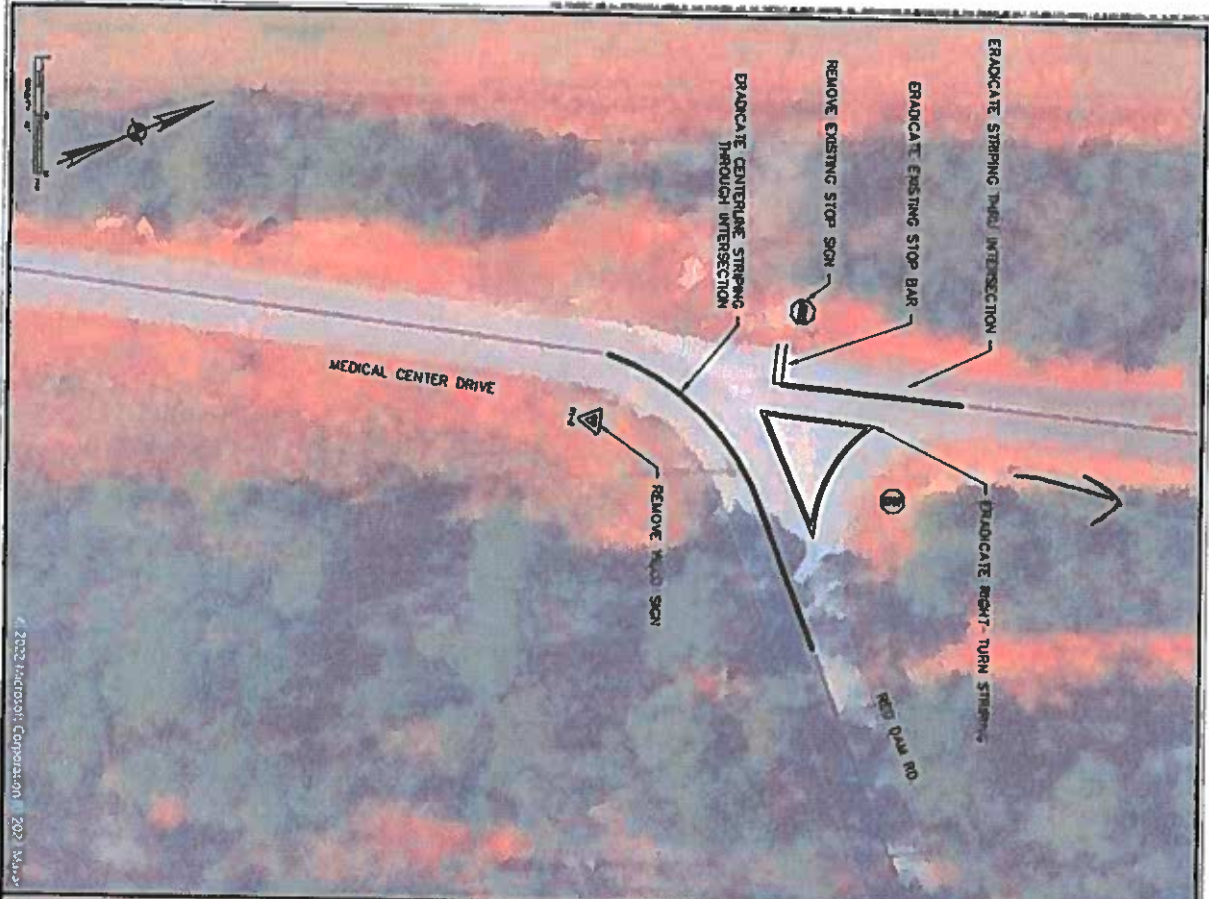
SHEET INDEX

**Ward Edwards**  
 ENGINEERING

1100 S. 10TH STREET, HANDEEVILLE, SOUTH CAROLINA 29924  
 803-682-2400 • FAX 803-682-4700  
 www.wardedwards.com




NOT FOR CONSTRUCTION



SHEET  
**C909**

**TOWNE PARK - SINGLE FAMILY DEVELOPMENT**  
 FORDO CO., L.P.  
 HARDEEVILLE, SOUTH CAROLINA  
**OFFSITE STRIPING EXHIBIT**

**Ward Edwards**  
**ENGINEERING**  
 P.O. BOX 281, ELLETTSVILLE, SOUTH CAROLINA 29929  
 PH (803) 537-5220 • FAX (803) 537-5224  
 WWW.WARDEDS.COM

NO.	DESCRIPTION	DATE

**NOT FOR CONSTRUCTION**





Department of Public Works  
 623 Live Oak Drive  
 Ridgeland SC 29936  
 (843) 726-7740 (office)

Rev 2018

**JASPER COUNTY**  
**ENCROACHMENT PERMIT APPLICATION**

Applicant: Ward Edwards, Inc. Permit Type: \_\_\_\_\_  
 Address: PO Box 381 Bluffton SC  
 Zip Code: 29910  
 Phone No. 843-384-2944  
 Email Address: wpowell@wardedwards.com  
 Contact Person: Willy Powell, PE

Road Opening \_\_\_\_\_  
 Road Crossing \_\_\_\_\_  
 Driveway \_\_\_\_\_  
 Drainage Ditch \_\_\_\_\_  
 Emergency Opening \_\_\_\_\_  
 Subdivision Access XX  
 New or Expanded \_\_\_\_\_  
 Commercial Use \_\_\_\_\_

Other (Describe): \_\_\_\_\_

Estimated construction duration applied for: \_\_\_\_\_ 30 Days  
 \_\_\_\_\_ 60 Days  
 \_\_\_\_\_ 90 Days  
 \_\_\_\_\_ 6 Months  
XX 1 Year

Above Ground Utility Infrastructure \_\_\_\_\_  
 Underground Utility Permit \_\_\_\_\_

County Road: Medical Center Drive  
 Right-of-Way Width: \_\_\_\_\_  
 Nearest Intersecting Street/Road: Medical Center Drive  
 Start Date of Work: TBD Contractor: TBD

Road Surface: Dirt \_\_\_\_\_  
 Paved \_\_\_\_\_

Description of Work:

- 1) Restriping of Medical Center Drive & Red Dam Road  
2) Development of old Butterfly Kingdom parcel to single family residential subdivision totaling 201 lots.

[See sketch/plans provided]

Proposed Location of Work: Within Paved/Dirt Roadway XX Between Road & Prop. Line \_\_\_\_\_

(a) Left Traveled Lane \_\_\_\_\_ In Road Shoulder \_\_\_\_\_

(b) Centerline of Road (+/-3') XX In Bottom of Ditch \_\_\_\_\_

(c) Right Traveled Lane XX Back Slope of Ditch \_\_\_\_\_

**I have read the permitted conditions on the reverse side and agree to comply and enact them accordingly.**

Applicant/Agent Signature:  Date: 08 / 31 / 2022

**Encroachment Permit Submittals should include plan sheet, drawing or diagram showing the location of the work to be completed within the County's Right of Way or Area Maintained by County.**

The applicant for this permit agrees to abide by all the terms and conditions listed herein as the conditions for the issuance of the permit, for the related scope of work (described in the application for the permit). Furthermore, this permit shall be considered to grant limited access to the described right-of-way, for the time frame indicated within the context of this document. It shall in no way be considered to grant permanent right of access to the right-of-way. Permanent access shall be granted or approved only by *The Jasper County Council* and not by this permit.

Status of Permit: Issued \_\_\_\_\_ To be issued pending revised documentation \_\_\_\_\_  
Rejected \_\_\_\_\_ Requires additional information/plans \_\_\_\_\_  
Roads restoration required: Yes \_\_\_\_\_ No \_\_\_\_\_ [see Item 8, Other conditions]

Permit issued with the following conditions without exceptions:

1. The Jasper County Department of Public Works shall be notified no later than twenty-four (24) hours prior to the commencement of the permitted work. Failure to do so shall be considered sufficient grounds to revoke the permit. Work undertaken without a valid permit may be subject to legal action by the County Administrator/County Attorney under the applicable ordinances of the County.

2. All excavation for placement of water mains and service lines, telephone cable and conduit, sanitary sewer mains and laterals and all other installations which require excavation shall be installed to a minimum depth of thirty-six (36) inches. Extension on existing mains, lines, cable or services shall be considered "new" and will be required to conform to the required "minimum cover". Failure to comply shall require the removal of all improperly, non-complying work at no cost or with no reimbursement from Jasper County.

3. All other applicable State, Local, Federal or required permits related to the work shall be required to be obtained and in full effect without conditions, prior to this permit being considered issued and in effect.

4. The applicant agrees to abide by, and follow the terms and conditions of the permit which is issued based upon the facts, figures and representations on the "Jasper County Encroachment Permit Application". Any deviation from the representations in the field requires the written approval of the Jasper County Department of Public Works. Without written approval in place prior to the actual placement of the work, this permit is to be considered revoked. The signer of the application and his/her principal, if signed in a representative capacity, shall be held responsible for any and all violations of the permit and any legal consequences.

5. The applicant, by putting into effect this permit, understands that he/she/they have agreed that if in the future of their permitted installation as described in the permit, conflicts either horizontally or vertically with any planned or proposed improvement undertaken by the County, that they will expediently and without undo delay to the County relocate their installation at no charge or cost to Jasper County or it's Agencies.

6. Reasonable accurate sketches/plats/drawings shall be made by the applicant. The Department of Public Works may request engineering drawings in its discretion. Two sets shall be submitted to the Department of Public Works with the Encroachment Permit Application.

7. Upon completion of Encroachment Permit Construction, inspection by Jasper County Public Works must be requested.

8. Other conditions: \_\_\_\_\_  
\_\_\_\_\_

9. Culvert/Pipe Installation: In order to maintain positive flow in the drainage system along the County roadway, the Contractor will need to have the Department of Public Works verify the inverts of the proposed pipe prior to installation. The RCP culvert pipe is to be installed to match existing flow line elevations. The construction of the driveway and the installation of the culvert will not hinder the drainage in the existing system or the Contractor will be responsible to rectify the situation created by the proposed work. The minimum culvert for driveways is 15" RCP. The Department of Public Works may approve plastic piping upon submission of manufacturing specifications of the proposed piping.

Signature: \_\_\_\_\_ Approval Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Public Works Representative

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WHEN THE WORK HAS BEEN COMPLETED, YOU MUST CALL OUR OFFICE SO WE CAN DO OUR INSPECTION. THANK YOU.

**FINAL SIGN-OFF**  
Jasper County Public Works

Name: \_\_\_\_\_ Final Inspection: Approved: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Not Approved: \_\_\_\_\_



ALAN WILSON  
ATTORNEY GENERAL

November 15, 2016

G. Lee Cole, Jr., Esq.  
Town of Williamston Attorney  
PO Box 315  
Williamston, SC 29697

Dear Mr. Cole:

Our Office has received your opinion request regarding whether a county may require a municipality to be responsible for maintenance and repair of county roads located inside the corporate limits of a municipality. Specifically, you state the following:

[a] South Carolina municipality has, within its corporate limits, state maintained roads, roads that have been historically maintained by the county, and very few roads that have been built and maintained by the municipality. The municipality has never formally nor informally accepted the responsibility to repair or maintain any roads that have been historically maintained by the county, and the municipality considers these roads to be county roads. The municipality's position is that the maintenance and repair of said roads are the county's responsibility pursuant to S.C. Code Ann. Sec. 57-17-10, *et seq.* The county's position is that the repair and maintenance of said roads are the municipality's responsibility pursuant to S.C. Code Ann. Sec. 5-27-120.

Our understanding of your question is that the roads that you refer to as "county roads" were built and until recently, maintained by the county. The Town of Williamston has never repaired these "county roads." We will answer your question accordingly.

#### **LAW/ANALYSIS:**

We will begin our analysis by reviewing the language of sections 5-27-120 and 57-17-10 of the South Carolina Code and other related statutes. Section 5-27-120 addresses the repair of streets in municipalities which have a population of greater than 1,000<sup>1</sup> and it states:

[t]he city or town council of any city or town of over one thousand inhabitants shall keep in good repair all the streets, ways and bridges within the limits of the city or town and for such purpose it is invested

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<sup>1</sup> According to its website, the Town of Williamston has a population of 3992. See <http://www.williamstonsc.us/about/>

with all the powers, rights and privileges within the limits of such city or town that are given to the governing bodies of the several counties of this State as to the public roads.

S.C. Code Ann. § 5-27-120 (1976 Code, as amended).

Section 5-27-10 is pertinent because it grants municipal councils the power to establish and improve roads. It states:

[w]henever the mayor and aldermen of any city or the intendant and wardens of any town in this State shall think it expedient to widen, open, lay out, extend or establish any street, alley, road, court or lane, they may purchase the lot, lots or parts of lots of land necessary for such street, alley, road, court or lane, and the fee simple of such land shall be vested in such city or town for the use of the public from the day of delivery of the deed of sale.

S.C. Code Ann. § 5-27-10 (1976 Code, as amended).

Section 57-17-10 grants county councils control over public roads, which includes the repair of the roads. It provides:

[a]ll roads, highways and ferries that have been laid out or appointed by virtue of an act of the General Assembly, an order of court or an order of the governing body of any county are declared to be public roads and ferries, and the county supervisor and the governing body of the county shall have the control and supervision thereof. The county supervisor and governing body of the county may order the laying out and repairing of public roads where necessary, designate where bridges, ferries or fords shall be made, discontinue such roads, bridges and ferries as shall be found useless and alter roads so as to make them more useful.

S.C. Code Ann. § 57-17-10 (1976 Code, as amended).

Additionally, county councils are required by statute to repair the roads in the county. Section 57-17-10 states:

[t]he governing body of each county shall take charge of and superintend the repair of the highways in the county. The bridges shall be repaired under its supervision, and the expense thereof shall be paid out of the money in the county treasury raised and appropriated for this purpose.

S.C. Code Ann. § 57-17-70 (1976 Code, as amended).

The language of section 5-27-120 is plain and clear that municipal councils in municipalities having a population greater than 1000 shall repair the streets within the municipal limits.<sup>2</sup> The court in Vaughan v.

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<sup>2</sup> In a prior opinion, we discussed some principles of statutory construction:

Town of Lyman, 370 S.C. 436, 635 S.E.2d 631 (2006), agrees with this conclusion, stating that “section 5-27-120 “clearly defines the duty to the general public of a municipality to maintain its streets.” The issue appears to be whether county councils can also be responsible for repairing roads which are located within the limits of a municipality.

In a February 25, 1988 opinion, our Office discussed how “it is settled law that counties and municipal corporations have only such powers as are granted to them by legislative enactment.” Op. S.C. Atty. Gen., February 25, 1988 (1988 WL 383501 ) (quoting Williams, et al. v. Wylie, et al., 217 S.C. 247, 60 S.E.2d 586 (1950); 56 Am.Jur.2d, Municipal Corporations, etc., Section 193)). The South Carolina Constitution requires the Legislature to equip counties with certain powers, duties, and functions and it provides:

[t]he General Assembly shall provide by general law for the structure, organization, powers, duties, functions, and the responsibilities of counties, including the power to tax different areas at different rates of taxation related to the nature and level of governmental services provided.

S.C. Const. art. VIII, § 7.

In response to the State Constitution, the Legislature enacted section 4-9-30, which grants county councils certain powers, including the right to “make appropriations for functions and operations of the county, including, but not limited to, appropriations for general public works, including roads. . . .” S.C. Code Ann. § 4-9-30(5)(a)(1976 Code, as amended).

Similarly, the State Constitution requires the Legislature to provide municipalities with powers, duties, and functions. S.C. Const. art. VIII, § 9 states that “[t]he structure and organization, powers, duties,

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“[t]he cardinal rule of statutory construction is to ascertain and effectuate the intent of the legislature.” Hodges v. Rainey, 341 S.C. 79, 86, 533 S.E.2d 578, 581 (2000). “[Courts] will give words their plain and ordinary meaning, and will not resort to a subtle or forced construction that would limit or expand the statute’s operation.” Harris v. Anderson County Sheriff’s Office, 381 S.C. 357, 362, 673 S.E.2d 423, 425 (2009). “If a statute’s language is plain, unambiguous, and conveys a clear meaning, then the rules of statutory interpretation are not needed and a court has no right to impose another meaning.” Strickland v. Strickland, 375 S.C. 76, 85, 650 S.E.2d 465, 472 (2007). “[S]tatutes must be read as a whole, and sections which are part of the same general statutory scheme must be construed together and each one given effect, if reasonable.” State v. Thomas, 372 S.C. 466, 468, 642 S.E.2d 724, 725 (2007). “[C]ourts will reject a statutory interpretation that would lead to an absurd result not intended by the legislature or that would defeat plain legislative intention.” State v. Johnson, 396 S.C. 182, 189, 720 S.E.2d 516, 520 (Ct.App. 2011).

Op. S.C. Atty. Gen., September 18, 2013 (2013 WL 5494616).

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functions, and responsibilities of the municipalities shall be established by general law. . . .” The Legislature granted powers to municipalities through section 5-7-30, which provides:

[e]ach municipality of the State, in addition to the powers conferred to its specific form of government, may enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of powers in relation to roads, streets. . . .

S.C. Code Ann. § 5-7-30 (1976 Code, as amended).

In our 1988 opinion, we discussed how sections 4-9-30<sup>3</sup> and 5-7-30 granted police power to both counties and municipalities (although a municipality can only exercise its police power within the territory of the municipality). See Op. S.C. Atty. Gen., February 25, 1988, *supra*. Specifically discussing section 5-7-30, we determined that county councils can not exercise their police power within the territorial limits of municipalities without the consent of the municipal councils. Our explanation was that:

[t]his express grant of police power to municipalities, coupled with the apparent lack of any express grant of power to counties to regulate matters within municipalities, militates against any notion that a county, without first obtaining the agreement or permission of a municipality situated within geographic boundaries of the county, may extend its police power to reach matters occurring within the territorial limits of the municipality.

*Id.*

We further explained in our opinion that:

[t]his Office has, on several occasions, expressed its belief that a county's exercise of police power is restricted to the unincorporated areas of the county. In an opinion dated October 2, 1984, the ‘intent of the General Assembly to recognize the autonomy of a municipality within its borders and likewise recognizes the autonomy of the county within the unincorporated areas of the county’ was discussed. Likewise, in an opinion dated May 21, 1987, we concluded that a Richland County anti-smoking ordinance would be of no effect for facilities of the Richland County Recreation Commission located within a municipality of the county.

Our beliefs are in accordance with the general law on this issue. Counties and cities are viewed as co-equal political subdivisions which are independent of each other politically, geographically, and governmentally. City of Richmond v. Board of Supervisors of Henrico County, 199 Va. 679, 101 S.E.2d 641 (1958); Murray v. City of Roanoke, 194 Va. 321, 64 S.E.2d 804 (1951).

<sup>3</sup> Section 4-9-30 was referred to in the opinion as section 4-9-10, *et seq.*, Act 283, and the Home Rule Act.

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Id.

Furthermore, case law shows that, as a result of sections 5-27-120 and 5-27-10 (and their prior versions), municipal councils are in control of the roads located within their municipal limits and they have the power to regulate and manage such roads. Our State Supreme Court explained in Leonard v. Talbert, 222 S.C. 79, 83–84, 71 S.E.2d 603, 604–05 (1952) that:

[o]rdinarily, county authorities have no power to control streets within municipalities, except where the statute so provides. Martin v. Saye, 147 S.C. 433, 145 S.E. 186. In this State, as in most States, there are statutes vesting such control in the corporate authorities of cities and incorporated towns. The usual effect of such statutes is to transfer from the county authorities to the municipality the power to regulate and control highways located therein. Chapman v. Greenville Chamber of Commerce, 127 S.C. 173, 120 S.E. 584, 587.<sup>4</sup>

Our State Supreme Court opined in Whitlock v. Town of Jonesville, 111 S.C. 391, 98 S.E. 142, 142 (1919), that section 2951 of the Code of 1912 (now section 5-27-120) “gives city councils the same rights in the management of its streets as are given to county boards of commissioners.” The court examined section 1932 of the Code of 1912 (now section 57-17-10), which gave “to the county boards of commissioners the right ‘to discontinue such roads, bridges and ferries as shall be found useless, and to alter roads so as to make them more useful’” and found that a town council had the same right to alter a road as a county council did under then section 1932.

After reviewing the law, our opinion is that the municipality, and not the county, is responsible for the maintenance and repair of the roads located inside its corporate limits. The Legislature granted municipal councils police power over roads and streets located within the municipal limits. As previously stated, section 5-27-120 requires the municipal councils of municipalities of a certain size to repair the streets within their municipal limits<sup>5</sup>. Section 5-27-120 also grants municipal councils the same control and

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<sup>4</sup> When reaching its conclusion, the court in Chapman v. Greenville Chamber of Commerce, *supra* considered section 2951 of the Code of 1912, which was a prior version of section 5-27-120, and which stated that the municipal council was vested “with all the powers, rights and privileges within the limits of said city that are now given, or that may hereafter be given to the county board of commissioners of the several counties of this state as to the public roads.” The court also considered section 2926 of the Code of 1912, which was a prior version of section 5-27-10, and which stated that “the said city council shall have, and is hereby given, the further authority to lay out and open new streets in said city, and to close up, widen, or to otherwise alter those now in use, or those which may hereafter be established, whenever, in their judgment, the same may be necessary for the improvement or convenience of said city.”

<sup>5</sup> As section 5-27-120 specifically directs municipal councils to “repair all the streets, ways and bridges within the limits of the city or town,” we believe it is irrelevant if the municipal streets were laid out or appointed by General Assembly act, court order, or county council order, as provided for in section 57-17-10. See Op. S.C. Atty. Gen., July 11, 2008 (2008 WL 3198122) (quoting Canco of Summerville, Inc. v. J.H. Gayle Constr. Co. Inc., 368 S.C. 137, 142, 628 S.E.2d 38, 41 (2006)) (“[w]here there is one statute addressing an issue in general terms and another statute dealing with the identical issue in a more specific and definite manner, the more specific statute will be considered an exception to, or a qualifier of, the general statute and given such effect”); Op. S.C. Atty. Gen., March 20, 2006 (2006 WL 981695) (quoting Criterion Insurance Company v. Hoffman, 258 S.C. 282, 188 S.E.2d 459 (1972); Op. Atty. Gen. dated August 5, 1986)) (“[i]t is a rule of statutory construction that general and specific

supervision over the city streets as the county councils have over the public roads, and the same rights to lay out, repair, discontinue, and alter the city streets under section 57-17-10.

We believe that county councils are only responsible for repairing roads which are in unincorporated areas of the county. Section 57-17-10 expressly states that county councils are responsible for repairing highways in the county. The Legislature did not grant county councils the ability to exercise any power within the territory of a municipality without the permission of the municipal council. And as we stated in our February 25, 1988 opinion, “[a]s a governmental entity of the state, a county possesses only such powers as are expressly or impliedly conferred upon it by constitutional provisions or legislative enactments; and powers not conferred are just as plainly prohibited as though expressly forbidden.” 20 C.J.S. Counties, Section 49, pp. 802–803. Op. S.C. Atty. Gen., February 25, 1988, supra.

Our conclusion is supported by other provisions of law which recognize the autonomy of municipalities. In our prior opinion, we opined that in section 4-9-40, “the legislature, itself, seems to have, at least, implicitly recognized a limitation on the authority of counties to act within the boundaries of municipal corporations.” See Op. S.C. Atty. Gen., February 25, 1988, supra. Section 4-9-40 grants the county the ability to contract for services within municipalities. It states:

[a]ny county may perform any of its functions, furnish any of its services within the corporate limits of any municipality, situated within the county, by contract with any individual, corporation or municipal governing body, subject always to the general law and the Constitution of this State regarding such matters. *Provided*, however, that where such service is being provided by the municipality or has been budgeted or funds have been applied for that such service may not be rendered without the permission of the municipal governing body.

S.C. Code Ann. § 4-9-40 (1976 Code, as amended).

As shown above, a function of the county is roads. See S.C. Code Ann. § 4-9-30(5)(a), supra. Therefore, a county council would have to contract with a municipal council in order to repair roads within the municipal limits.

Furthermore, the State Constitution allows political subdivisions to jointly administer functions and exercise powers. Article VIII, section 13 of the S.C. Constitution provides:

(A) Any county, incorporated municipality, or other political subdivision may agree with the State or with any other political subdivision for the joint administration of any function and exercise of powers and the sharing of the costs thereof.

(B) Nothing in this Constitution may be construed to prohibit the State or any of its counties, incorporated municipalities, or other political

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statutes should be harmonized if possible. However to the extent of any conflict between the two, the special [sic] statute usually prevails”).



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subdivisions from agreeing to share the lawful cost, responsibility, and administration of functions with any one or more governments, whether within or without this State. . . .

S.C. Const. art. VIII, § 13.

In our 1988 opinion, we concluded, regarding Article VIII, section 13, that:

[c]learly, by these provisions, counties and municipal corporations may agree to jointly administer services or exercise powers. By reasonable implication, a county could not exercise power within an incorporated municipality unless such an agreement existed or, in effect, the municipality has assented to the county's exercise of power.

Op. S.C. Attv. Gen., February 25, 1988. *supra*.

#### CONCLUSION

Our opinion is that the municipality, and not the county, is responsible for the maintenance and repair of the roads located inside its corporate limits. We believe that county councils are only responsible for repairing roads which are in unincorporated areas of the county. As section 5-27-120 clearly and specifically directs municipal councils to "repair all the streets, ways and bridges within the limits of the city or town," we believe it is irrelevant what political subdivision built or traditionally maintained the streets.

Sincerely,



Elinor V. Lister  
Assistant Attorney General

REVIEWED AND APPROVED BY:



Robert D. Cook  
Solicitor General



Overview



Legend

-  Parcels
-  Roads

Date created: 11/1/2022  
Last Data Uploaded: 11/1/2022 3:27:47 AM

Developed by  **Schneider**  
GEOSPATIAL

**Jasper County Sheriff's Office**

**School resource Officer**

**Memorandum of Agreement**

**2022-2023 School Year**

This Memorandum of Agreement (MOU) shall be between the Jasper County Sheriff's Office (Sheriff's Office) and the Jasper County School District (The School). In consideration of the mutual terms and conditions set forth herein, the parties agree as follows:

**I. PURPOSE:**

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort between the Sheriff's Office and The School. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between law enforcement, school staff, and the students, promote a safe and positive learning environment and decrease the number of youths formally referred to the juvenile justice system.

**II. MISSION:**

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe, and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers, and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students' good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

**III. TERM:**

This Agreement is for a term of one-year, twelve calendar months, beginning on July 1, 2022, and ending on June 30, 2023, unless either party provides written notice of termination to the other party on or before May 1.

#### **IV. ORGANIZATIONAL STRUCTURE:**

##### **A: COMPOSITION:**

The School Resource Officer program at Ridgeland Secondary Academy of Excellence (R.S.A.E.) will consist of one (2) full-time Jasper County Sheriff's Office Deputies that are certified law enforcement officers for the State of South Carolina and meets all the requirements as set forth by Jasper County School District and the Jasper County Sheriff's Office rules, regulations, policies, and procedures.

##### **B: POLICY AND PROCEDURES:**

The School Resource Officer program's day-to-day operational and administrative control will be the responsibility of the Jasper County Sheriff's Office. Responsibility for the conduct of the School Resource Officers, both personally and professionally, shall remain with the Sheriff's Office.

The School Resource Officers are assigned to the Special Services Division of the Jasper County Sheriff's Office. Daily, the School Resource Officers will collaborate with the Principal of Ridgeland Secondary Academy of Excellence, or their designee, on various issue, including the disposition of multiple situations they may encounter.

##### **C: SUPERVISION:**

The School Resource Officers will be ultimately accountable to the Jasper County Sheriff's Office chain of command. However, while at the school, the School

Resource Officers will be additionally accountable to the Principle or their designee. The School Resource Officers are expected to cooperate with school officials, including administrators and faculty.

The primary functions of the School Resource Officers are to help provide a safe and secure learning environment, foster a positive school climate, reduce/prevent crime, serve as an educational resource, and serve as a liaison between the school and the Sheriff's Office. Specific daily assignments to accomplish this function will vary by school. The School Resource Officers and the Principle, or their designee, will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, School Resource Officers should never be assigned to duties within schools in place of or in lieu of a certified teacher.

If an issue regarding the School Resource Officer's job performance arises, the Principle should contact and brief the School Resource Officer's Supervisor as soon as possible about the situation. The School Resource Officer's Supervisor will work in conjunction with the Chief Deputy and Principle to resolve the issue. If the problem is not resolved within a reasonable time, the Sheriff and the Principle will meet to seek resolution.

#### **D: REALATIONSHIP TO PARTIES:**

The Deputies assigned to the Ridgeland Secondary Academy of Excellence shall be employees of the Jasper County Sheriff's Office. The School Resource Officers shall at all times remain subject to the Sheriff's Office chain of command, Code of Conduct, and the current procedures in effect for certified deputy sheriffs, including attendance at all authorized training. In addition, School Resource Officers will be expected to abide by policies set forth by the Ridgeland Secondary Academy of Excellence and laws and regulations applicable to the school and be responsive to the Principle regarding all school-related task.

#### **E: ASSIGNMENTS:**

Any matters concerning the School Resource Officer program shall be submitted in writing to the Sheriff's Office School Resource Officer's supervisor.

**V. PROCEDURES:**

**A: CONCEPT:**

The School Resource Officer program shall utilize the School Resource Officer Triad concept set forth by the National Association of School Resource Officers. The School Resource Officer Triad concept generally means that the officers assigned to the program are law enforcement officers, law-related counselors, and instructors for law enforcement topics. The School Resource Officers shall be responsible for carrying out all duties and responsibilities of a deputy sheriff. School Resource Officers are enforcement officers considering criminal matters only. **SCHOOL RESOURCE OFFICERS ARE NOT SCHOOL DISCIPLINARIANS AND SHOULD NOT ASSUME THIS ROLE.** School Resource Officers report directly to the School Resource Officer's Sheriff's Office supervisor in connection with the assignment of law enforcement instruction and standard law enforcement duties. School Resource Officers are not formal counselors and will not act as such; however, they are used as a law-related resource to assist students, faculty, and staff. School Resource Officers are to be used as instructors of law enforcement topics and will provide instruction under the supervision of a certified teacher.

**B: DUTIES:**

School Resource Officer's responsibilities to Ridgeland Secondary Academy of Excellence will include, but limited to:

- a. Enforcing criminal laws and protecting the students, staff, and the public against illegal activity.
- b. Providing information concerning questions about law enforcement topics to students and staff.
- c. Speaking to students on a variety of law enforcement-related topics including, but not limited to, narcotics, safety, public relations,

occupational training, leadership, and life skill under the supervision of a certified teacher.

- d. Handling initial reports of crimes committed on campus.**
- e. Taking enforcement action on criminal matters when necessary. If it should become necessary to conduct formal police interviews, the School Resource Officers will guide the Principle, or their designee, on law enforcement policy, as well as legal requirements concerning interviews.**
- f. Attending parent/faculty meetings to solicit support and provide basic orientation of the program as requested by the Principle.**
- g. Facilitating law-related education classes as scheduled through the Principal's office.**
- h. Working in conjunction with the school's administration to complete a daily schedule of activities.**
- i. Assisting other law enforcement officers in matters regarding their school assignment whenever necessary. School Resource Officers shall, whenever possible, participate in school functions as they relate to the duties of the School Resource Officer program.**
- j. Being available for conferences with students, parents, and faculty members to assist them with problems of law enforcement or crime prevention nature. The School Resource Officers shall act in compliance with confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act, and shall not disclose confidential information except as provided by law or court order.**
- k. Collaborating with community agencies that offer assistance to youths and their families, such as mental health, drug treatment centers, school-based adolescent health centers, etc. When necessary, the School Resource Officers shall make referrals to such agencies, thereby acting as a resource person to students, parents, faculty, and staff.**
- l. Assisting the Principle in developing plans and strategies to prevent or minimize dangerous situations.**
- m. Maintaining detailed and accurate records of the School Resource Officer program every month and working in conjunction with the Principle to document law-related incidents at the school.**

- n. Responding to student situations at the request of the Principle, or their designee, only. **TEACHERS ARE REQUIRED TO CONTACT ADMINISTRATION FIRST BEFORE REQUESTING THE SCHOOL RESOURCE OFFICER'S PRESENCE.** In accordance with S.C. Reg. 43-210, the School Resource Officer shall only be called for student discipline situations when a student's behavior has reached criminal conduct, which is defined as those activities engaged in by students which results in violence to oneself or another's person or property to which pose a direct and serious threat to the safety of oneself or others in the school. School Resource Officers shall only be called to respond to disruptive conduct when:
1. The conduct rises to a level of criminality, and,
  2. The conduct presents an immediate safety risk to one or more people, or it is the third or subsequent act which rises to a level of criminality in that school year.
- o. Upon request, the Principle, or their designee, and the School Resource Officers shall attend student administrative hearings when student arrests are made on campus. The School Resource Officers shall act in compliance with confidentiality laws, including, but not limited to, the Family Education Rights and Privacy Act, and shall not disclose confidential information except as provided by law or court order. The School Resource Officer will submit copies of police reports to the Principle upon request.
- p. The School Resource Officers must notify the Principle, or their designee, when they leave campus during the regular workday.
- q. The School Resource Officer's normal workday/workweek will be Monday through Friday, 9.0 hours (from 7:00 a.m. to 4:00 p.m.). Unless otherwise requested by the Principle, or their designee. The School Resource Officers are only required to be at the school when students or staff are present. For days that the School Resource Officers are not required to be at the school, excluding weekends and state holidays, the School Resource Officer's time off will accrue.
- r. Upon request of the Principle, or their designee, if the School Resource Officers are requested to attend school activities above and beyond the scope of this Agreement, the school will be responsible for payment of the School Resource Officer's time at the School Resource Officer's time and



a half per hour rate, for the School Resource Officer's attendance per Jasper County Sheriff's Office policy. The school will be responsible for paying the Sheriff's Office for the School Resource Officer's mileage at the standard IRS rate for any out-of-county travel by the School Resource Officers on school-related business.

- s. In the absence of the School Resource Officer, the School Resource Officer's Supervisor will ensure coverage on campus at all times except for any training to keep the School Resource Officer's certification.
- t. The School Resource Officer's office keys will only be issued to the School Resource Officers or the School Resource Officer's supervisor.

#### **C: ENFORCEMENT:**

Although School Resource Officers have been placed in a formal educational environment, they are not relieved of the official duties as a law enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Still, the School Resource Officers will make every effort to ensure that such actions are exercised in a reasonable manner as not to disrupt the daily operation of the school. Citations should be issued, and arrest made when appropriate and per the Jasper County Sheriff's Office standard operating procedure.

#### **VI: EQUIPMENT AND WORKING CONDITIONS:**

a. **Sheriff's Office Responsibility:** The Jasper County Sheriff's Office shall provide School Resource Officers who will have specialized training as a School Resource Officer at the Ridgeland Secondary Academy of Excellence.

b. **Ridgeland Secondary Academy of Excellence Responsibility:** Ridgeland Secondary Academy of Excellence shall provide an office for the School Resource Officers at the Ridgeland Secondary Academy of Excellence with the following materials which are deemed necessary to the performance of the School Resource Officer's duties:

- (a) Access to an air-conditioned and adequately lighted private office, which shall contain a telephone, which may be used for general business purposes.
- (b) A location for files and records, which can be properly locked and secured.
- (c) A desk with drawers, chair, worktable, filing cabinet, office supplies, computer, internet access, and printer.
- (d) Access to and encouragement of classroom participation by the School Resource Officers and an opportunity for the School Resource Officers to address teachers and school administrators about the School Resource Officers program, goals, and objectives.
- (e) Keys to all doors except for any vault or office that has money stored.

**VII: REIMBURSEMENT:**

The Jasper County Sheriff's Office will pay the cost of the salary, benefits, training, lodging, and per-diem of the School Resource Officers programs designated officers. Ridgeland Secondary Academy of Excellence will reimburse the Jasper County Sheriff's Office the cost of the deputy's salary and benefits which is currently \$94,330.73 and \$76,091.67 calculated as follows:

Annual Salary	\$65,934.96	\$51,673.44
Retirement (calculated at a rate of 19.24%)	\$13,345.23	\$10,458.70
Federal Unemployment Tax Act (7.65%)	\$5,044.02	\$3,953.01
Benefits	\$10,006.52	\$10,006.52
Total	\$94,330.73	\$76,091.67

In the event a change of personnel is necessary, the salary shall be adjusted upward or downward to reflect the new personnel. Ridgeland Secondary Academy of Excellence will also be responsible for the reimbursement of any future increases due to the cost of living or promotions.

**VII: TERMINATION:**

Each party may terminate this Agreement at any time by giving written notice of said termination should the other party fail to perform its obligations under the Agreement substantially. Each party may terminate this Agreement without cause at any time upon mutual agreement between the parties or by giving the other parties at least thirty (30) days advance written notice. The notice required under this clause will be sent by registered mail.

#### **IX: LIABILITY:**

It is further agreed that the designated officers will remain employees of the Jasper County Sheriff's Office with all rights, benefits, and privileges thereto. The Sheriff's Office and its employees are subject to the immunities and qualified immunities granted by law, including the South Carolina Tort Claims Act notwithstanding, the Sheriff's Office shall purchase and maintain in full force and effect during the term of this Agreement a general comprehensive liability insurance policy with coverage for any acts or omissions of its employees that occur, or claims made during the duration of the Agreement. To the extent permitted by law and subject to the immunities from liability provided by law, the Jasper County Sheriff's Office agrees to be legally responsible for the liability, damage, expense, causes of action, suits, claims, or judgement arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of the Sheriff's Officers, its agents, and employees, in connection with or arising out of the activity which is the subject of this Agreement. Likewise, to the extent permitted by law, the Ridgeland Secondary Academy of Excellence agrees to be legally responsible for any liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of the Ridgeland Secondary Academy of Excellence, its agents and employees, in connection with or arising out of the activity which is the subject of this Agreement.

The School District, the Sheriff's Office, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Principle and the Sheriff or their designees. The terms of this Agreement are subject to change at the end of each school year no later than July 1<sup>st</sup> of the calendar year. Any recommended changes or modifications will be reviewed by the Sheriff and the Superintendent, or their designees, and any approved recommended changes to this Agreement will be submitted in writing.

This document constitutes the complete understanding of said parties. No terms, condition, understanding, or agreements to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be changed.

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

Revised 07/20/2021

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, Sealed, and delivered in the presence of:

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Jasper County School Board Chairperson

Date



10-24-22

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Jasper County Administrator

Date

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Jasper County Sheriff

Date

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Jasper County Sheriff- Chief Deputy

Date

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Ridgeland Secondary Academy of Excellence Principal

Date

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District Liaison/Director of Student Services

Date

## **Andrew Fulghum**

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**From:** Andrew Fulghum  
**Sent:** Monday, October 31, 2022 12:55 PM  
**To:** Alvin Adkins ; Barbara Clark; Curtis Brantley; John Kemp ; Marty Sauls  
**Cc:** Tisha L. Williams  
**Subject:** Mixed use Development proposals in the Rt. 462/Snake Road Area  
**Attachments:** Joint Planning handout.pdf;  
South\_Carolina\_Locally\_Led\_Conservation\_Plan\_Jasper\_Presentation\_2007pdf.pdf

Council:

Good afternoon. Last week, I met with some residents who had previously voiced their opinions at some of your previous meetings. They are not in favor of large-scale development in this area, and you will likely be getting some calls from them about both the Chelsea South proposal and the Tickton Hall proposal.

I also want to report that I have had a couple of very good meetings with the Town Administrator of Ridgeland who suggested the Town and the County work together in a planning effort to try to determine a growth strategy for the area, utility extensions, service delivery, common goals, etc. An example of such a plan is the Northern Beaufort County Regional Plan. Link below:

<https://sc-beaufort.civicplus.com/DocumentCenter/View/3520/Northern-Regional-Plan-?bidid>

I have attached a handout on the County's previous joint planning effort and the County's Natural Resources Conservation Plan for your review.

At your next Council meeting, I will be requesting your consideration of working with the Town of Ridgeland in a joint planning effort with a large stakeholder group. If Council is inclined to want to move forward, Town and County staff will then work together to develop details and costs in a proposed IGA for your later consideration.

Should you have any questions, please let me know.

--Andy



**Andrew P. Fulghum, ICMA-CM**  
**County Administrator**  
**Jasper County**  
Post Office Box 1149  
Ridgeland, South Carolina 29936

**Location:** 358 Third Avenue, Suite 306-A  
Jasper County Clementa C. Pinckney Government Building  
**Telephone Number:** 843-717-3690  
**Facsimile:** 843-726-7800  
**Email:** [afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)



## 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 October 18, 2022 - November 7, 2022

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1. **Affordable Housing:**  
Reviewed application for appointment to Regional Housing Trust Fund Oversight Board. Item placed on Nov. 7 County Council meeting agenda for consideration by Council.
2. **Coroner's Office:**  
Met with Coroner Aiken and County staff on Oct. 27 to review possibility of making renovations to Detention Center training room for additional office space for the coroner. Staff is in the process of drawing up plans and estimating costs. Will be able to update Council on status on Nov. 7.
3. **Detention Center:**  
Met with staff to discuss staffing shortages and proposed plan to fill vacancies. Will discuss with County Council on Nov. 7.
4. **Ridgeland-Claude Dean Airport:**  
Met with staff on Oct. 25 to review status of program and capital projects. Scheduled to meet with hangar owners on Nov. 2 to review ground leases.
5. **The CJ Cup:**  
Responded to press inquiries.
6. **Levy Volunteer Fire Department:**  
Met with staff on Oct. 19 as prep for working group meeting. Met with working group on Oct. 27. Will provide update to County Council at Nov. 7 County Council meeting.
7. **Various Development Projects:**  
Attended meetings with County staff, SCA staff, and outside counsel on October 19, 26, and Nov. 2 to review active economic development projects. Discussion with outside counsel re: sale of Speculative Building # 4.

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8. **Other Meetings/Events Attended or Scheduled to Attend:**  
SC Dept. of Commerce (SCDOC) hosted dinner drop-in in Bluffton on Oct. 19,  
SCAC's County Coalition meeting in Columbia on Oct. 20, Jasper County School  
District dinner on Oct. 20, County Council workshop on Oct. 21, and The CJ CUP  
on Oct. 22.

**Resolution XX-2022**

**A Resolution of the Ridgeland Town Council to Support and Endorse SCDOT's Prioritization and Scheduling of Road Improvements on South Carolina Highways 462 and 170**

**Whereas, the population in Jasper County has nearly doubled over the past 15 years and is currently growing at an ever greater pace; and**

**Whereas, SC Highway 462 and SC Highway 170 are identified as Hurricane Evacuation Routes for Beaufort and Jasper Counties; and**

**Whereas, the Beaufort County Council has identified and developed cost estimates for the required improvements for both highways; and**

**Whereas, Senator Tom Davis, House Representatives Bill Herbkerbsman and Weston Newton have requested that SCDOT Secretary Hall to appropriate the \$134 million for rural interstate funding, as well as a recurring \$120 million recently appropriated by the State to access the \$6 Billion allocated by Congress in its Infrastructure Investment and Jobs Act to perform these improvements; and**

**Whereas, as a result of these appropriations, there will be a huge influx of infrastructure funds to SCDOT that must be prioritized to perform much-needed roadway improvements on SC 462 and SC 170; and**

**Whereas, the region surrounding Congaree has a strong history of cooperation amongst counties and municipalities in supporting successful regional events such as the RBC Heritage Golf Tournament which has been held for the last 50 years on Hilton Head Island, with local communities providing public safety, traffic control, emergency medical response and marketing/logistical support to ensure the success of this event year after year; and**

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Ridgeland, by and through its Mayor and Town Council, hereby offers its full support and cooperation ensuring that funds are appropriated and earmarked by SCDOT to enact urgently needed roadway improvements on SC Highway 462 and SC Highway 170.

**WITNESS MY HAND AND SEAL** this 3rd day of November, 2022.

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Joseph N. Malphrus, Jr.  
Mayor of Ridgeland, South Carolina

**ATTEST:**

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Penelope Daley  
Town Clerk



SENATOR TOM DAVIS  
SENATE DISTRICT 46  
BEAUFORT AND JASPER COUNTIES

COMMITTEES:  
AGRICULTURE AND NATURAL RESOURCES  
BANKING AND INSURANCE  
FINANCE  
LABOR, COMMERCE AND INDUSTRY  
LEGISLATIVE OVERSIGHT  
MEDICAL AFFAIRS



COLUMBIA OFFICE:  
813 GRESSETTE SENATE BLDG  
POST OFFICE BOX 142  
COLUMBIA, SOUTH CAROLINA 29202  
PHONE (803) 212-6056  
FAX (803) 212-6299  
TOMDAVIS@SCSENATE.GOV

BEAUFORT OFFICE:  
POST OFFICE DRAWER 1107  
BEAUFORT, SOUTH CAROLINA 29901-1107  
PHONE (843) 252-8583  
FAX (843) 524-6401  
EMAIL TOM@SENATOR.TOMDAVIS.COM

July 7, 2022

Ms. Christy Hall  
Secretary, SCDOT  
P.O. Box 191  
Columbia, SC 29201-3959

**VIA REGULAR MAIL AND EMAIL**

Re: Improvements to evacuation routes in southern Beaufort County

Secretary Hall:

The number of people residing in southern Beaufort County has more than doubled in the past decade and is currently growing at an even greater pace, and with that comes the need to improve the area's evacuation routes. Enclosed is a copy of the SCDOT's map of evacuation routes for this portion of the county, and circled in black are the sections identified by Beaufort County Council as needing improvement; summarized, these improvements and their estimated cost are as follows:

- Improvements to SC 170. Project's point of beginning is the intersection of SC 170 and US 278 and extends northward along SC 170 to the intersection of SC 170 and SC 462. The improvements contemplate a 6-lane divided section. The estimated cost is \$104M.
- Improvements to SC 462. Project's point of beginning is the intersection of SC 170 and SC 462 and extends northward along SC 462 to the intersection of SC 462 and SC 336 (Old House Road on the SCDOT evacuation-route maps). The improvements contemplate a 4-lane divided section of SC 462 from the point of beginning to Snake River Road, and then a 3-lane section of SC 462 to the intersection with SC 336. The estimated cost is \$121M.
- Improvements to US 278. Project's point of beginning is the intersection of SC 170 and US 278 and extends westward along US 278 to the intersection of US 278 and I-95. The improvements contemplate a 6-lane divided section. The estimated cost is \$220M.
- Improvements to SC 46. Project's point of beginning is the roundabout at the intersection of SC 170 and SC 46 and extends westward and southwestward along SC 46 to the intersection of SC 46 and SC 315, and then southwestward along SC 170 to the intersection of SC 170 and US 17. The improvements contemplate a 4-lane divided section with a large roundabout at the SC 46/SC 170/SC 315 junction. The estimated cost is \$101M.

Ted  
1/12

Ms. Christy Hall

Page 2

July 7, 2022

The total estimated cost of the improvements to these four sections of the existing evacuation routes is \$546 million. As the four state legislators elected to represent in the South Carolina General Assembly those who reside in southern Beaufort County, we respectfully request a meeting with you to discuss potential ways to finance these necessary improvements.

The recently enacted state budget appropriated a recurring \$120 million to the SCDOT so the agency could fully access the \$6 billion allocated to the state by Congress in the Infrastructure Investment and Jobs Act. In addition to this new recurring appropriation from the general fund and the resulting federal appropriation that will now follow, the SCDOT was appropriated a non-recurring \$134 million for rural interstate funding – and the majority of the four improvements to the evacuation routes identified herein fall within rural areas. These appropriations, of course, are in addition to the usual revenues accruing to the agency via the gas tax, the car sales tax, and other fees. Moreover, it is possible, even likely, that some of the \$1 billion put in this year's budget into a contingency reserve fund will be appropriated for road improvements in next year's budget.

In sum, there has been (and will continue to be in subsequent years) a huge influx in infrastructure money to the SCDOT. We realize that the agency has developed and is refining a statewide capital improvement plan to ensure that this money is spent in a rational way in accordance with an objective prioritization of needs. Our point is that the SCDOT must be fully briefed on the need for evacuation improvements in southern Beaufort County to make this objective prioritization; hence, our request for the meeting. Thank you for your consideration in this important matter.

Sincerely,



Jeff Bradley  
House District 123



Tom Davis  
Senate District 46



Bill Herbkersman  
House District 118



Weston Newton  
House District 120

TJD  
212

# CDOT Evacuation Routes and Map Information

Go to **SCDD's interactive Evacuation map.**

Reversals are not in effect. I-26 EB and WB lanes have normal traffic flow \*\*\*\*\*

Detailed lane reversal information, see our lane reversal map [here](#). \*\*\*

DOT Storm Resources Page [click here](#).

Try this map on your mobile device swipe to the left, computer click on the tabs labeled 2-8.

Specific address or street click on the magnifying glass and type in the address where you are located. Be sure and zoom.

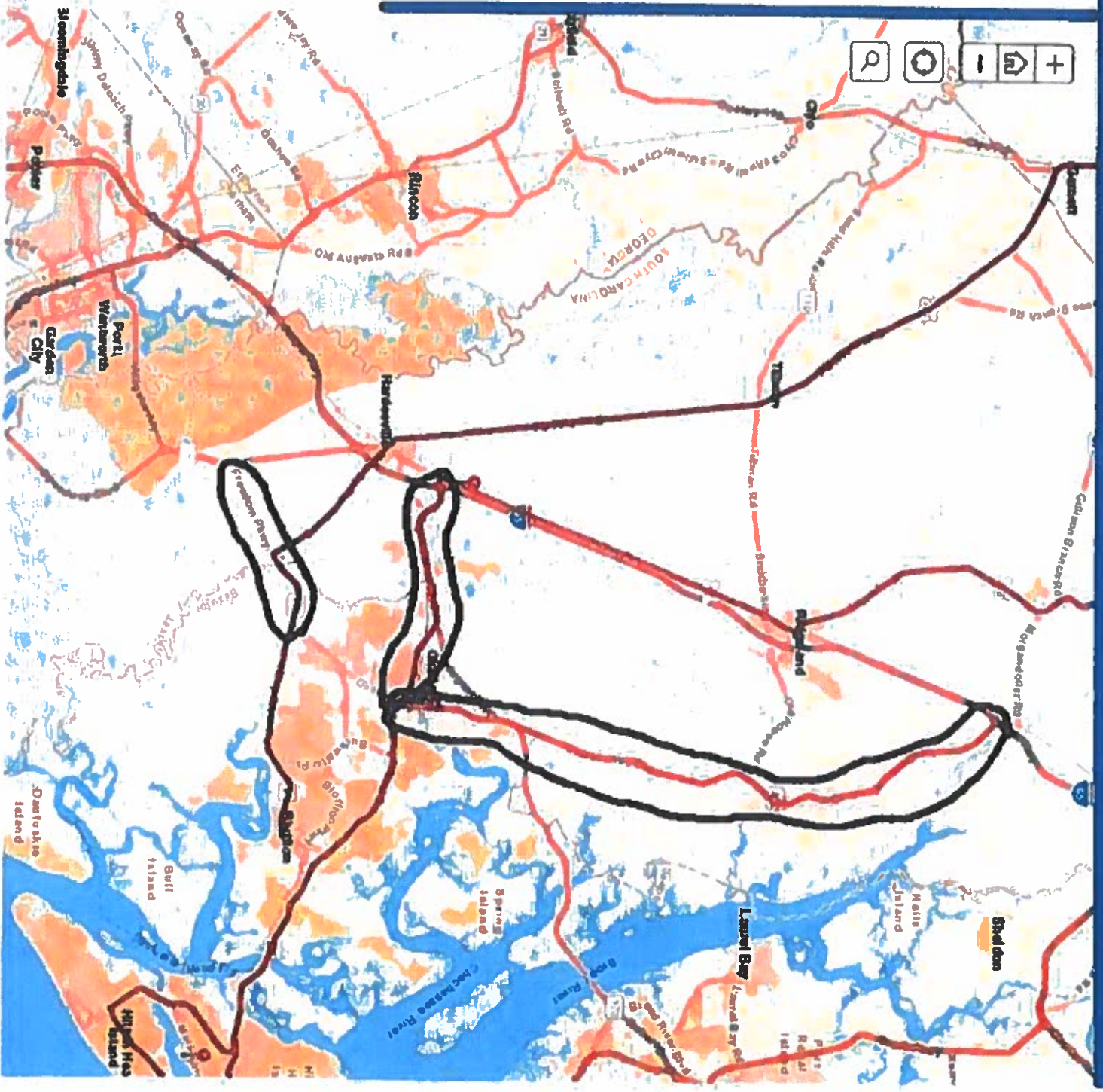
A GPS enabled device, you can locate yourself using the landmarks located above the magnifying glass.

Additional instructions click on the push-pins that appear on to the metro level.

For the entire file, please click [here](#).

## North Myrtle Beach

## North Myrtle Beach, Surfside, Garden City





South Carolina  
Department of Transportation

## MEMORANDUM

**TO:** County Transportation Committee Members

**FROM:** Roxanne Ancheta, Director, Office of Local Government Services *Roxanne M. Ancheta*

**DATE:** October 14, 2022

**RE:** SFY 2022-23 \$250M One-Time Funding Distribution

The South Carolina Department of Transportation (SCDOT) is pleased to inform you that the one-time, non-recurring SFY 2022-23 statewide funds totaling \$250,000,000 has been received and distributed and are available for your use once received.

For those receiving ACH (direct deposit), the deposit occurred Friday, October 14, 2022; for others, physical checks were mailed October 13, 2022. Please let us know if you have not received your funding by Friday, October 21, 2022.

These funds are provided based on the formula of 1/3 land area, 1/3 population, and 1/3 rural road mileage; please see the attached document with the \$250,000,000 distribution by county. Additionally, please remember to keep these funds separate and apart from other CTC funds.

As a reminder, each CTC will be required to spend **at least 25% of its combined apportionment and these one-time, non-recurring funds** on the state highway system based on a biennial averaging of expenditures (S.C. Code §12-28-2740(C)). This information will continue to be shown on the first page of your monthly "C" Fund statement. Please be aware that each CTC will be responsible for meeting the minimum state requirement by the end of the state fiscal year (June 30, 2022).

Thank you for your service to the State of South Carolina; SCDOT appreciates our partnership. If you have any questions or need assistance, please contact Ivana Gearheart, C Program Manager, at (803) 737-0038 or [GearheartIC@scdot.org](mailto:GearheartIC@scdot.org).



**SOUTH CAROLINA "C" PROGRAM  
TOTAL DISTRIBUTIONS - FY 2022-23 PROJECTION (July 2022)**

This chart includes (1) a projected apportionment of \$110,564,976, (2) a \$20,093,398 donor bonus, and (3) a non-recurring earmark of \$250 million.

County	POTENTIAL APPORTIONMENT DISTRIBUTION		Donor Bonus	Apportionment + Donor Bonus Forecast	\$250 Million Non-Recurring Distribution	TOTAL FORECAST (Apportionment + Donor Bonus + \$250 Million)
	Percent	Amount				
Abbeville	1.18%	\$1,303,400	\$0	\$1,303,400	\$2,946,800	\$4,250,200
Aiken	3.50%	\$3,870,600	\$0	\$3,870,600	\$8,751,200	\$12,621,800
Allendale	0.76%	\$843,100	\$0	\$843,100	\$1,906,000	\$2,749,100
Anderson	3.49%	\$3,857,100	\$513,243	\$4,370,343	\$8,722,100	\$13,092,443
Bamberg	0.86%	\$952,400	\$0	\$952,400	\$2,152,300	\$3,104,700
Barnwell	1.06%	\$1,172,200	\$0	\$1,172,200	\$2,650,000	\$3,822,200
Beaufort	2.32%	\$2,560,800	\$434,419	\$2,995,219	\$5,793,100	\$8,788,319
Berkeley	3.89%	\$4,304,400	\$0	\$4,304,400	\$9,738,900	\$14,043,300
Calhoun	0.89%	\$984,100	\$0	\$984,100	\$2,224,700	\$3,208,800
Charleston	4.33%	\$4,782,700	\$3,202,617	\$7,985,317	\$10,814,800	\$18,800,117
Cherokee	1.35%	\$1,490,500	\$303,846	\$1,794,346	\$3,370,200	\$5,164,546
Chester	1.36%	\$1,499,000	\$0	\$1,499,000	\$3,389,500	\$4,888,500
Chesterfield	2.03%	\$2,250,000	\$0	\$2,250,000	\$5,086,300	\$7,336,300
Clarendon	1.48%	\$1,638,300	\$0	\$1,638,300	\$3,703,800	\$5,342,100
Colleton	2.15%	\$2,378,000	\$0	\$2,378,000	\$5,375,500	\$7,753,500
Darlington	1.70%	\$1,884,000	\$0	\$1,884,000	\$4,258,500	\$6,142,500
Dillon	1.07%	\$1,187,800	\$0	\$1,187,800	\$2,685,300	\$3,873,100
Dorchester	2.26%	\$2,503,000	\$926,005	\$3,429,005	\$5,661,300	\$9,090,305
Edgefield	1.18%	\$1,300,100	\$0	\$1,300,100	\$2,938,800	\$4,238,900
Fairfield	1.40%	\$1,551,100	\$0	\$1,551,100	\$3,509,500	\$5,060,600
Florence	2.70%	\$2,985,900	\$309,920	\$3,295,820	\$6,750,200	\$10,046,020
Georgetown	1.90%	\$2,103,500	\$0	\$2,103,500	\$4,755,200	\$6,858,700
Greenville	5.92%	\$6,545,800	\$3,796,083	\$10,341,883	\$14,802,000	\$25,143,883
Greenwood	1.47%	\$1,620,500	\$0	\$1,620,500	\$3,663,700	\$5,284,200
Hampton	1.10%	\$1,213,000	\$0	\$1,213,000	\$2,741,300	\$3,954,300
Horry	5.07%	\$5,609,600	\$1,991,486	\$7,601,086	\$12,686,300	\$20,287,386
Jasper	1.22%	\$1,348,300	\$211,693	\$1,559,993	\$3,049,000	\$4,608,993
Kershaw	1.99%	\$2,202,600	\$0	\$2,202,600	\$4,978,900	\$7,181,500
Lancaster	1.89%	\$2,091,900	\$256,382	\$2,348,282	\$4,729,500	\$7,077,782
Laurens	2.00%	\$2,215,400	\$0	\$2,215,400	\$5,008,800	\$7,224,200
Lee	0.93%	\$1,025,800	\$0	\$1,025,800	\$2,319,200	\$3,345,000
Lexington	3.92%	\$4,333,500	\$1,991,204	\$6,324,704	\$9,798,900	\$16,123,604
McCormick	0.90%	\$990,700	\$0	\$990,700	\$2,240,000	\$3,230,700
Marion	1.20%	\$1,331,100	\$0	\$1,331,100	\$3,008,700	\$4,339,800
Marlboro	1.17%	\$1,290,700	\$0	\$1,290,700	\$2,917,400	\$4,208,100
Newberry	1.59%	\$1,753,900	\$0	\$1,753,900	\$3,964,100	\$5,718,000
Oconee	2.30%	\$2,541,400	\$0	\$2,541,400	\$5,744,500	\$8,285,900
Orangeburg	3.11%	\$3,434,800	\$0	\$3,434,800	\$7,766,000	\$11,200,800
Pickens	2.14%	\$2,360,900	\$0	\$2,360,900	\$5,335,800	\$7,696,700
Richland	4.78%	\$5,286,900	\$1,861,707	\$7,148,607	\$11,951,300	\$19,099,907
Saluda	1.13%	\$1,244,800	\$0	\$1,244,800	\$2,814,000	\$4,058,800
Spartanburg	4.57%	\$5,053,400	\$1,763,950	\$6,817,350	\$11,437,300	\$18,254,650
Sumter	2.18%	\$2,409,500	\$0	\$2,409,500	\$5,447,700	\$7,857,200
Union	1.16%	\$1,287,400	\$0	\$1,287,400	\$2,910,500	\$4,197,900
Williamsburg	1.91%	\$2,108,900	\$0	\$2,108,900	\$4,767,200	\$6,876,100
York	3.49%	\$3,862,200	\$2,530,842	\$6,393,042	\$8,733,900	\$15,126,942
<b>Total</b>	<b>100.00%</b>	<b>\$110,565,000</b>	<b>\$20,093,398</b>	<b>\$130,658,398</b>	<b>\$250,000,000</b>	<b>\$380,658,398</b>

Area and Population are updated once every 10 years from the Census.  
Rural road centerline mileages are updated annually.

Population has been updated according to 2020 Census