



Watch Live via YouTube at:

<https://www.youtube.com/@jcmedia6537>

Pursuant to Ordinance #08-17, Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's Regular Meeting start time) on the **Public Comments 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. Written Public Comments may also be submitted by 1PM on the date of the Council Meeting by emailing your comment to: [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov).

To participate in a **Public Hearing for a specific agenda item**, you may either email written public comments to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) by **1:00PM on Tuesday, January 16, 2024**; or you can speak in person at the Council Meeting by signing in on the **Public Hearing Sign In Sheet** located outside the Council Chambers Doors prior to the start of the meeting. **Public Hearing Comments** shall be limited to **3 minutes per person**.

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

Jasper County Clementa C. Pinckney Government Bldg.  
358 3<sup>rd</sup> Avenue, Ridgeland, SC 29936  
Tuesday, January 16, 2024  
**AGENDA**

**4:30PM**

**1. Call to Order by Chairman Sauls**

*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\**

**2. Election of Officers:**

**Andrew Fulghum** – Election of Chairman

**Chairman** – Election of Vice Chairman

**3. 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 – Finance Department; Coroner's Office; Treasurer's Office**

**(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 – Tax Map #'s 063-26-14-001 and 063-26-14-002; Gillisonville Pond – Farmer Property Tax Map # 050-00-04-043 Development Agreement; Heather Rath Consulting Agreement; Proposed Lease / Purchase Agreement for Fire Apparatus; Cameron Heddings v Jasper County; Davis v Jasper County; Consideration of Conflict of Interest Waivers Burr Foreman Project Peaches and Project Install; Tax Map # 067-00-01-010; Work authorization # 23 for Professional Services between Jasper County and Holt Consulting Company LLC.; Jasper County v Alvin Adkins et al.; lease agreement #062-21-01-0001-J2**

(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 Showcase](#); [Project Peach](#); [Project Veggies](#)

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.**

4: Return to Open Session at 6:30PM  
○ 3.1 Action coming out of Executive Session

5. Pledge of Allegiance and Invocation:

6. Approval of the Consent Agenda Items:

7. Approval of Agenda:

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#### PRESENTATIONS AND PROCLAMATIONS

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8. [Jackie O'Bannon](#) – Antioch Education Center

9. [Tedd Moyd](#) – Jasper County Neighbor's United (JCNU)

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#### RESOLUTIONS

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10. [Kimberly Burgess](#) – Consideration of Resolution [#R-2024-01](#) for the Peddler and Hawker's License

11. [Kimberly Burgess](#) – Consideration of Resolution [#R-2024-02](#) for the Disposal of a Sheriff's Department Van.

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#### PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

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12. [Ryan Romano](#) – Public Hearing and consideration of the **2<sup>nd</sup> reading** of Ordinance [#O-2024-01](#) an Ordinance Authorizing the Execution and Delivery of a Fee-In-Lieu of *Ad Valorem* Taxes and Incentive Agreement by and Between Jasper County, South Carolina and Project Showcase to Provide for Payment of a Fee-In-Lieu Of Taxes; Approving the Creation of a Multicounty Park with Hampton County, South Carolina; authorizing Certain Infrastructure Credits and; and Other Related Matters (*Project Showcase*). (*1<sup>st</sup> reading 12.04.2023*)

13. **David Tedder** – Consideration of the **3<sup>rd</sup> reading** of Ordinance **#O-2023-21** Amending Section 9-96(3) as adopted by Ordinance No. 2022-39 to provide for the appointment of members to the Levy Fire Protection Board. *(1<sup>st</sup> reading 11.06.2023, 2<sup>nd</sup> reading 12.04.2023, Public hearings 12.04.2023)*

14. **David Tedder** – Consideration of the 3<sup>rd</sup> reading of Ordinance **#O-2022-38** Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between **Gopher Hill Holdings, LLC And Its Assigns And Terminal Investment Corp. And Tico Manufacturing (The “Sponsors”), And Jasper County, And An Infrastructure Credit Agreement By And Between Gopher Hill Holdings, LLC And Terminal Investment Corporation And Tico Manufacturing (The “Companies”) And Its Assigns, And Jasper County;** Authorizing And Approving 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”); And Authorizing The Jasper County Council Chairman Or County Administrator, As Appropriate, To Execute Such Agreements And Other Documents As May Be Necessary And Appropriate To Effect The Foregoing And To Provide For Other Matters Relating Thereto. *(1<sup>st</sup> reading 11.21.2022, 2<sup>nd</sup> reading 12.05.2022, Public hearings 12.05.2022 and 12.04.2023)*

15. **Lisa Wagner** - Consideration of the 1<sup>st</sup> Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 951 Carolina Drive, bearing Jasper County Tax Map Number 067-00-01-003 from the Rural Preservation District to the Industrial Development District on the Jasper County Official Zoning Map.

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#### CITIZEN COMMENTS

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16. 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 6:30PM 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.

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17. Administrator’s Report

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#### CONSENT AGENDA

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18. **Wanda Simmons** – Consideration of the schedule of 2024 County Council Schedule Meeting Dates for approval at the January 16, 2024, meeting.

19. **Danny Lucas** – Consideration of the Request for Proposals (RFP) Terminal South Redevelopment for Ridgeland Claude Dean Airport.

20. **Andrew Fulghum** – A request for Technical Advice and Assistance from the Trust for Public Land and the Nature Conservancy.

21. **Kimberly Burgess** – Consideration of a Government Contract Purchase to perform an IP Intercom and Audio Recording System and PLC Input / Output System upgrades at the Detention Center in an amount not to exceed \$218,791.46 plus applicable sales tax.

22. **Earl Bostick** – Ratification of the previous purchase for the installation of the new Internet Cable System for the 3<sup>rd</sup> floor of the Administrative Building which exceeded \$25,000.

23. **Andrew Fulghum** - Consideration of approval of a Consulting Contract with Heather Rath Consulting

24. Approval of the Minutes 10.16.2023, 11.06.2023 and 12.04.2023.

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**END OF CONSENT AGENDA**

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25. Council Members Comments

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

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

27. Adjournment:

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 # 8

No information provided

# AGENDA

## ITEM # 9

No information provided

# AGENDA

## ITEM # 10



**STATE OF SOUTH CAROLINA**  
**COUNTY OF JASPER**  
**RESOLUTION NO. R-2024-01**

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

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

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

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

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

WHEREAS, Appendix B does not establish a general classification for Peddlers and Hawkers because the Rate Class 9.41 “NAICS CODE 454390 *Other Direct Selling Establishments (Regular Peddlers)*” no longer exists; and

WHEREAS, Jasper County wishes to allow peddlers, hawkers and solicitors to

operate only under prescribed conditions in accordance with the aforementioned statute, and confirm by Resolution the applicable fees for hawkers and peddlers;

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

Section 1 - Definitions:

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

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

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

- a) The required license fee shall be paid for each Peddler before commencing business and will be good in the County until the last day of December next after the date of issue, and

- b) In compliance with 6-1-400 (G)(1), the license fee for peddlers and hawkers will be equal to a fee double the base rate of their natural class for business license purposes, i.e., door to door vacuum sales would be taxed as sales, not peddling/hawking.

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

Adopted this 16<sup>th</sup> day of January 2024

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

ATTEST:

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

Reviewed for form and draftsmanship by the Jasper County Attorney:

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

\_\_\_\_\_  
Date

# AGENDA

## ITEM # 11

STATE OF SOUTH CAROLINA  
JASPER COUNTY

**RESOLUTION #R-2024-02**

RESOLUTION OF JASPER COUNTY COUNCIL

To declare certain Sheriff's Department property to be surplus  
and authorize its sale or disposition

WHEREAS, the County Administrator has identified the property listed below as no longer necessary or useful to the County for the accomplishment of its mission, and recommends that it be declared surplus and sold or otherwise disposed of;

NOW THEREFORE, BE IT RESOLVED that the property identified below is declared surplus pursuant to the Jasper County Purchasing and Procurement Ordinance, Ordinance #05-04 (as codified in Chapter 2, Article V of the Jasper County Code of Ordinances, Sections 2-401 et seq.), and specifically section 2-425(d) and the Chief Procurement Officer of the County is authorized and directed to sell or otherwise dispose of the property in accordance with that Ordinance. The Chief Procurement officer of the County is authorized and directed to sell the described property through GovDeals.com, or such other method as the Chief Procurement Officer, in consultation with the County Administrator determines to be the most suitable to dispose of the property, with the County Administrator and the Director of Administrative Services/Chief Procurement Officer authorized to place the proceeds in the "Sheriff's Department Drug Fund" account of the County.

Unit #891, 2004 Honda Odyssey van, VIN #5FNRL18904B038682

This Resolution made this \_\_\_\_\_ day of January 2024.

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

ATTEST:

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

\_\_\_\_\_  
Date



# AGENDA

## ITEM # 12

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR JASPER COUNTY  
**ORDINANCE NO. O-2024-01**

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND ANHINGA LLC, A COMPANY PREVIOUSLY KNOWN TO THE COUNTY AS PROJECT SHOWCASE, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; APPROVING THE CREATION OF A MULTICOUNTY PARK WITH HAMPTON COUNTY, SOUTH CAROLINA; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS AND; AND OTHER RELATED MATTERS.**

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 wishes to create a multicounty park with Hampton County, South Carolina more particularly known as the Project Showcase Park (“Park”) by entering into an Agreement for Development of a Joint County Industrial and Business Park (Project Showcase) the form of which is attached here as Exhibit B (“Park Agreement”);

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, Anhinga LLC, a company previously known to the County as Project Showcase (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$14,000,000 and the creation of 140, new full-time jobs; and

WHEREAS, at the request of the Sponsor 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 Sponsor, as Sponsor, the form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor 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 (2) locating the Project in the Park; and (3) providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.



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 Sponsor.

**Section 3. *Inclusion within the Park.*** The creation of the Park and the inclusion of the Project in the Park is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. The Park Agreement is approved and will be complete on adoption of this Ordinance by County Council and the adoption of an approving companion ordinance by the Hampton County, South Carolina.

**Section 4. *Further Assurances.*** The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development 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 Sponsor under this Ordinance and the Fee Agreement.

**Section 5. *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 6. *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 7. *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: 12.04.2023  
Second Reading: 01.16.2024  
Public Hearing: 01.16.2024  
Third Reading:

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

**EXHIBIT B**  
**FORM OF PARK AGREEMENT**

STATE OF SOUTH CAROLINA  
COUNTY COUNCIL FOR JASPER COUNTY  
ORDINANCE NO. \_\_\_\_\_

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND ANHINGA LLC, A COMPANY PREVIOUSLY KNOWN TO THE COUNTY AS PROJECT SHOWCASE, TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; APPROVING THE CREATION OF A MULTICOUNTY PARK WITH HAMPTON COUNTY, SOUTH CAROLINA; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS AND; AND OTHER RELATED MATTERS.**

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 wishes to create a multicounty park with Hampton County, South Carolina more particularly known as the Project Showcase Park (“Park”) by entering into an Agreement for Development of a Joint County Industrial and Business Park (Project Showcase) the form of which is attached here as Exhibit B (“Park Agreement”);

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, Anhinga LLC, a company ~~currently~~previously known to the County as Project Showcase- (“Sponsor”), desires to establish a manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$14,000,000 and the creation of 140, new full-time jobs; and

WHEREAS, at the request of the Sponsor 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 Sponsor, as Sponsor, the form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor 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 (2) locating the Project in

the Park; and (3) providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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 Sponsor.

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**Section 5. *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 6. *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 7. *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: [December 4, 2023](#)  
Second Reading:  
Public Hearing:  
Third Reading:



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

**EXHIBIT B**  
**FORM OF PARK AGREEMENT**

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

**BETWEEN**

**ANHINGA LLC**

**AND**

**JASPER COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF []**

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**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>	Anhinga LLC	Section 1.1
<b>Project Location</b>	Hardeeville Commerce Park	Exhibit A
<b>FILOT</b>		
• Phase Exemption Period	20 years	Section 1.1.
• Contract Minimum Investment Requirement	14,000,000	Section 1.1
• Contract Minimum Jobs Requirement	140	Section 1.1.
• Investment Period	5 years	Section 1.1
• Assessment Ratio	6%	Section 4.1(a)(ii)
• Millage Rate	343	Section 4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	fixed	Section 4.1(a)(iii)
<b>Multicounty Park</b>	Project Showcase Park	Section 1.1
<b>Infrastructure Credit</b>		
• Brief Description	30%	Exhibit C
• Credit Term	10 year	Exhibit C
• Claw Back Information	Pro-rata	Exhibit D

**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 [], 2023, 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 Anhinga LLC, a company previously known to the County as Project Showcase (“*Sponsor*”).

WITNESSETH:

(a) 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;

(b) 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*”);

(c) The Sponsor has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$14,000,000 and the creation of 140 new, full-time jobs;

(d) By an ordinance enacted on [], 2023, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility 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 \$2,500,000 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, 2024.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$14,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 140 full-time, jobs created by the Sponsor in the County in connection with the Project.

“**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 Exhibit C.

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

“**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 the 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, 2058, the Final Termination Date is expected to be January 15, 2060, 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 Sponsor pursuant to Section 12-44-70 of the 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 five 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, unless so extended, is expected to end on December 31, 2028.

“**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 Agreement for Development of a Joint County Industrial and Business Park (Project Showcase), dated as of [], 2023, between the County and Hampton County, South Carolina.

“**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 19<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 Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses 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 Sponsor, 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**” means Anhinga LLC, a company previously known to the County as Project Showcase and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, 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.

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 Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor 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 Sponsor.

## **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 Sponsor, 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 December 4, 2023 and adopted an Inducement Resolution, as defined in the Act on December 4, 2023.

(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 Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor 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 Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor'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 Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs 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 Sponsor to locate the Project in the County.

(f) The Sponsor 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 Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the 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 the 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 Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and 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 or the Economic Development Director, the Sponsor shall remit to the Economic Development Director 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:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period), multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 343, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

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 Sponsor 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 the 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, the 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 the Sponsor may terminate this Fee Agreement. 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 the Sponsor, the Sponsor shall have the option to terminate 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)(i) 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 Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit C. In no event may the 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, calculated in accordance with Exhibit C. 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.** If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit D, then the Sponsor is subject to the claw backs as described in Exhibit D. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit D is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County 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 and Exhibit D survives termination of this Fee Agreement.

**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 Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;
- (d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;
- (e) Failure by the 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;

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

(g) 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 the 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; 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 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 the 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, the 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 Sponsor 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 Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor 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 Sponsor is 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 Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor 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 Sponsor 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 Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor 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.** The Sponsor may assign 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 unreasonably withhold. 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. The 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 Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$10,000. 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 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 AFFILIATES

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the

County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The 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 Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

## **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 SPONSOR:**

Anhinga LLC  
40 Boright Avenue  
Kenilworth, NJ 07033

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

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**IF TO THE COUNTY:**

Jasper County, South Carolina  
Attn: Jasper County Administrator  
P.O. Box 1149  
358 Third Avenue  
Ridgeland, South Carolina 29936

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

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** 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 Sponsor 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 Sponsor.

**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 incentive described in this Fee Agreement is 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 Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
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]*

**ANHINGA LLC**

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

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

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

ALL that certain tract of real property situated in the City of Hardeeville, County of Jasper, State of South Carolina, containing 6.79 acres, more or less, and being more particularly shown and described as "REVISED LOT 4" on a plat prepared by Terry G. Hatchell, RLS, entitled "A Boundary Consolidation Survey of Revised Lot 4, 3.79 Acres & Formerly Lot 2, 3.00 Acres, Mockingbird Drive, A Section of Hardeeville Commerce Park, City of Hardeeville, Jasper County, South Carolina," dated January 19, 2022, and recorded in Plat Book 38 at Page 484, at the office of the Register of Deeds for Jasper County, South Carolina. For a more accurate and complete description as to courses, metes, distances and bounds, reference is made to the aforementioned plat of record.



**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 [], 2023 (“Fee Agreement”), between Jasper County, South Carolina (“County”) and Anhinga LLC (“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 Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**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 Affiliate represents and warrants to the County as follows:

(a) The 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 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 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 Affiliate to join with the Sponsor 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

\_\_\_\_\_  
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: \_\_\_\_\_

**EXHIBIT C (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

**30% INFRASTRUCTURE CREDIT FOR 10 YEARS**

**EXHIBIT D (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

*The claw back is a pro-rata repayment or reduction of future benefits calculated in accordance with the formula below*

**Repayment Amount = Total Received x Claw Back Percentage**

**Claw Back Percentage = 100% - Overall Achievement Percentage**

**Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2**

**Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]**

**Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]**

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

*For example, and by way of example only, if the County granted \$500,000 in Infrastructure Credits, and \$8,000,000 had been invested at the Project and 100 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

*Jobs Achievement Percentage = 100/140 = 71.43%*

*Investment Achievement Percentage = \$8,000,000/\$14,000,000 = 57.14%*

*Overall Achievement Percentage = (71.43% + 57.14%)/2 = 64.29%*

*Claw Back Percentage = 100% - 64.29% = 35.71%*

*Repayment Amount = \$500,000 x 35.71% = \$178,550*

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit D within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit D survives termination of this Fee Agreement.

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

**BETWEEN**

**~~PROJECT SHOWCASE~~ANHINGA LLC**

**AND**

**JASPER COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF []**

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**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.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
<b>Sponsor Name</b>	<del>Project Showcase</del> <a href="#">Anhinga LLC</a>	Section 1.1
<b>Project Location</b>	<a href="#">Hardeeville Commerce Park</a>	Exhibit A
<del><b>Tax Map No.</b></del>		<del>Exhibit A</del>
<b>FILOT</b>		
• Phase Exemption Period	20 years	Section 1.1.
• Contract Minimum Investment Requirement	14,000,000	Section 1.1
• Contract Minimum Jobs Requirement	140	Section 1.1.
• Investment Period	5 years	Section 1.1
• Assessment Ratio	6%	Section 4.1(a)(ii)
• Millage Rate	343	Section 4.1(a)(iii)
• Fixed or Five-Year Adjustable Millage	fixed	Section 4.1(a)(iii)
<b>Multicounty Park</b>	Project Showcase Park	Section 1.1
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• Brief Description	30%	Exhibit C
• Credit Term	10 year	Exhibit C
• Claw Back Information	Pro-rata	Exhibit D



**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 [], 2023, 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 ~~a Company~~ currently Anhinga LLC, a company previously known to the County as Project Showcase (“*Sponsor*”).

WITNESSETH:

(a) 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;

(b) 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*”);

(c) The Sponsor has committed to establish a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$14,000,000 and the creation of 140 new, full-time jobs;

(d) By an ordinance enacted on [], 2023, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to locate its Facility 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 \$2,500,000 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 ~~[DATE]~~ December 31, 2024.

“**Contract Minimum Investment Requirement**” means a taxable investment in real and personal property at the Project of not less than \$14,000,000.

“**Contract Minimum Jobs Requirement**” means not less than 140 full-time, jobs created by the Sponsor in the County in connection with the Project.

“**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 Exhibit C.

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

“**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 the 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, 2058, the Final Termination Date is expected to be January 15, 2060, 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 Sponsor pursuant to Section 12-44-70 of the 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 five 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, unless so extended, is expected to end on December 31, 2028.

“**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 Agreement for Development of a Joint County Industrial and Business Park (Project Showcase), dated as of [], 2023, between the County and Hampton County, South Carolina.

“**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 19<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 Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

“**Real Property**” means real property that the Sponsor uses 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 Sponsor, 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**” means Anhinga LLC, a company ~~currently~~previously known to the County as Project Showcase and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means an entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, 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.

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 Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor 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 Sponsor.

## 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 Sponsor, 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 [December 4, 2023](#) and adopted an Inducement Resolution, as defined in the Act on [December 4, 2023](#).

(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 Sponsor.** The Sponsor represents and warrants as follows:

(a) The Sponsor 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 Sponsor intends to operate the Project as a manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

(c) The Sponsor'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 Sponsor is now a party or by which it is bound.

(d) The Sponsor will use commercially reasonable efforts to achieve the Contract Minimum Investment Requirement and the Contract Minimum Jobs 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 Sponsor to locate the Project in the County.

(f) The Sponsor 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 Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the 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 the 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 Sponsor shall file a copy of this Fee Agreement and a completed PT-443 with the Economic Development Director and 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 or the Economic Development Director, the Sponsor shall remit to the Economic Development Director 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:

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period)~~[/determine the Real Property's fair market value by appraisal as if the Real Property were not subject to this Fee Agreement, except that such appraisal may not occur more than once every five years]~~, multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 343, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2022.

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 Sponsor 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 the 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, the 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 the Sponsor may terminate this Fee Agreement. 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 the Sponsor, the Sponsor shall have the option to terminate 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)(i) 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 Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit C. In no event may the 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, calculated in accordance with Exhibit C. Following receipt of the bill, the Sponsor shall timely remit the Net FILOT Payment to the County in accordance with applicable law.

~~Section 5.2. Other Incentives.~~

**ARTICLE VI  
CLAW BACK**

**Section 6.1. Claw Back.** If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit D, then the Sponsor is subject to the claw backs as described in Exhibit D. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit D is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County 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 and Exhibit D survives termination of this Fee Agreement.

**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 Cessation of Operations. For purposes of this Fee Agreement, a “*Cessation of Operations*” means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;
- (d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;

(e) Failure by the 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;

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

(g) 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 the 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; 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 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 the 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, the 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 Sponsor 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 Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor 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 Sponsor to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Sponsor shall resist or defend against such claim on behalf of the Indemnified Party, at the Sponsor’s expense. The Sponsor 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 Sponsor is 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 Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor 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 Sponsor 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 Sponsor for any costs, expenses, losses, damages, claims or actions in connection with this Fee Agreement, except from amounts received by the County from the Sponsor 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.*** The Sponsor may assign 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 unreasonably withhold. 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. The 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 Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$10,000. 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 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 AFFILIATES

**Section 9.1. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The 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 Affiliate to the County.

**Section 9.2. Primary Responsibility.** Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

## **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 SPONSOR:**

[✉AnHINGA LLC](mailto:info@anHINGA.com)  
[40 Boright Avenue](https://www.google.com/maps/place/40+Boright+Avenue,+Kenilworth,+NJ+07033)  
[Kenilworth, NJ 07033](https://www.google.com/maps/place/40+Boright+Avenue,+Kenilworth,+NJ+07033)

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

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**IF TO THE COUNTY:**

Jasper County, South Carolina  
Attn: Jasper County Administrator  
P.O. Box 1149  
358 Third Avenue

Ridgeland, South Carolina 29936

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

Parker Poe Adams & Bernstein LLP  
Attn: Ray E. Jones  
1221 Main Street, Suite 1100 (29201)  
Post Office Box 1509  
Columbia, South Carolina 29202-1509

**Section 10.2. Provisions of Agreement for Sole Benefit of County and Sponsor.** 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 Sponsor 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 Sponsor.

**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 incentive described in this Fee Agreement is 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 Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
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]*



**PROJECT SHOWCASE** [ANHINGA LLC](#)

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

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

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

ALL that certain tract of real property situated in the City of Hardeeville, County of Jasper, State of South Carolina, containing 6.79 acres, more or less, and being more particularly shown and described as "REVISED LOT 4" on a plat prepared by Terry G. Hatchell, RLS, entitled "A Boundary Consolidation Survey of Revised Lot 4, 3.79 Acres & Formerly Lot 2, 3.00 Acres, Mockingbird Drive, A Section of Hardeeville Commerce Park, City of Hardeeville, Jasper County, South Carolina," dated January 19, 2022, and recorded in Plat Book 38 at Page 484, at the office of the Register of Deeds for Jasper County, South Carolina. For a more accurate and complete description as to courses, metes, distances and bounds, reference is made to the aforementioned plat of record.

**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 [], 2023 (“Fee Agreement”), between Jasper County, South Carolina (“County”) and [HAnhinga LLC](#) (“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 Affiliate by the Sponsor for purposes of the Project; and (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act.

**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 Affiliate represents and warrants to the County as follows:

(a) The 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 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 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 Affiliate to join with the Sponsor 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

\_\_\_\_\_  
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: \_\_\_\_\_

**EXHIBIT C (see Section 5.1)**  
**DESCRIPTION OF INFRASTRUCTURE CREDIT**

**30% INFRASTRUCTURE CREDIT FOR 10 YEARS**

**EXHIBIT D (see Section 6.1)**  
**DESCRIPTION OF CLAW BACK**

*The claw back is a pro-rata repayment or reduction of future benefits calculated in accordance with the formula below*

$$\text{Repayment Amount} = \text{Total Received} \times \text{Claw Back Percentage}$$

$$\text{Claw Back Percentage} = 100\% - \text{Overall Achievement Percentage}$$

$$\text{Overall Achievement Percentage} = (\text{Investment Achievement Percentage} + \text{Jobs Achievement Percentage}) / 2$$

$$\text{Investment Achievement Percentage} = \text{Actual Investment Achieved} / \text{Contract Minimum Investment Requirement} \text{ [may not exceed 100\%]}$$

$$\text{Jobs Achievement Percentage} = \text{Actual New, Full-Time Jobs Created} / \text{Contract Minimum Jobs Requirement} \text{ [may not exceed 100\%]}$$

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

*For example, and by way of example only, if the County granted \$500,000 in Infrastructure Credits, and \$8,000,000 had been invested at the Project and 100 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:*

$$\text{Jobs Achievement Percentage} = 100/140 = 71.43\%$$

$$\text{Investment Achievement Percentage} = \$8,000,000/\$14,000,000 = 57.14\%$$

$$\text{Overall Achievement Percentage} = (71.43\% + 57.14\%)/2 = 64.29\%$$

$$\text{Claw Back Percentage} = 100\% - 64.29\% = 35.71\%$$

$$\text{Repayment Amount} = \$500,000 \times 35.71\% = \$178,550$$

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit D within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit D survives termination of this Fee Agreement.

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

**THIS AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (PROJECT SHOWCASE)** 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 \_\_\_\_\_, 2024, 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 an Ordinance enacted by Jasper County Council on [], 2023 and an Ordinance enacted by Hampton County Council on [], 2023, 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 on Exhibit A; 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 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

**3. Location of the Park.**

(A) The Park consists of property that is located in Jasper County and which now or will be owned by project sponsors for the purpose of establishing 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 Jasper County Council (“Jasper Approval”), and resolution of the Hampton County Council (“Hampton Approval”). Except as permitted by the Intergovernmental Agreement dated as of November 5, 2021 between Jasper County and the City of Hardeeville, South Carolina (“2021 IGA”) attached hereto as Exhibit B, if any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

**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 Jasper County Council, and by resolution of the Hampton County Council; 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 Jasper County Council 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 unilateral action of any party and shall remain in effect for a period equal to the longer of (i) [thirty-one (31)] years commencing with the effective date of this Agreement or (ii) a period of time of sufficient length to facilitate any special source revenue credits due with respect to Park property. This Agreement may be terminated at any time upon adoption of ordinances by the County Councils of both Jasper County and Hampton County, which ordinances must specifically authorize the termination of this Agreement.

**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.

*[signatures on following page]*

JASPER COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

HAMPTON COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

**Exhibit A**  
**Property**

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

<p><del>STATE OF SOUTH CAROLINA</del></p> <p><del>COUNTY OF JASPER</del></p> <p><del>COUNTY OF HAMPTON</del></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><del>AGREEMENT FOR DEVELOPMENT OF</del></p> <p><del>A JOINT COUNTY INDUSTRIAL AND</del></p> <p><del>BUSINESS PARK (PROJECT SHOWCASE)</del></p>
<p><u>STATE OF SOUTH CAROLINA</u></p> <p><u>COUNTY OF JASPER</u></p> <p><u>COUNTY OF HAMPTON</u></p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p><u>AGREEMENT FOR THE ESTABLISHMENT</u></p> <p><u>OF MULTI-COUNTY INDUSTRIAL/</u></p> <p><u>BUSINESS PARK (PROJECT SHOWCASE)</u></p>

~~THIS AGREEMENT for the development of a joint county~~ FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (PROJECT SHOWCASE) for the establishment of a multi-county industrial ~~and~~ /business park to be located within Jasper County and Hampton County is made and entered into as of 11, ~~2023~~2024, 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 an Ordinance enacted by Jasper County Council on [], 2023 and an Ordinance enacted by Hampton County Council on [], 2023, 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 ~~developed~~established in Jasper County ~~and Hampton County a joint county~~ multi-county industrial ~~and~~ /business park (the ~~Jasper County/Hampton County Park (Project Showcase), referred to herein as the~~ “Park”), to be located upon property more particularly described ~~in~~ on Exhibit A ~~hereto~~; and

**WHEREAS**, as a consequence of the ~~development~~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.** ~~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.** ~~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 ~~4-1-1704-~~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~~multi-county industrial or business park may be created.

3. ~~3.~~ **Location of the Park.**

(A) ~~As of the original execution and delivery of this Agreement, the Park initially~~The Park consists of property that is located in Jasper County and which ~~is now or is anticipated to be owned and/or operated by a company currently known to the County as Project Showcase (collectively, the “Company”), as 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 (Jasper Property) hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within ~~each county~~Jasper 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~~Jasper County Council (“Jasper Approval”), and resolution of the Hampton County Council (“Hampton Approval”). Except as permitted by the Intergovernmental Agreement dated as of November 5, 2021 between Jasper County and the City of Hardeeville, South Carolina (“2021 IGA”) attached hereto as Exhibit B, if any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) ~~(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~~Jasper Approval and the Hampton Approval pursuant to which such enlargement or diminution was authorized.

(C) ~~(C)~~ Prior to ~~the adoption by the respective county council of an ordinance~~any Jasper Approval authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by ~~such county council~~Jasper County Council. Notice of such public hearing shall be published in a newspaper of general circulation in ~~the respective county~~Jasper 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~~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. ~~4.~~ **Fee in Lieu of Taxes.**

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

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



Carolina 1976, as amended, or any successor provisions thereto as may be provided under South Carolina law (collectively, (i) and (ii), “Negotiated Fee in Lieu of Tax Agreements”).

**5.** ~~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.~~ A. Jasper County = 100%
- ~~B.~~ 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.** ~~6.~~ **Allocation of Revenues.** ~~Revenues~~ Jasper County and Hampton County shall receive an allocation of all 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 B (“Park Revenues”)~~ in the following proportions:

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

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

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

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

(B) With respect to revenues allocable to Hampton County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Park, such revenue shall be distributed within Hampton County in accordance with a distribution scheme established by the Hampton County Council

and, in the absence of any such adopted distribution scheme, on a pro rata basis to the millage levying entities in Hampton County.

**8. ~~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.~~

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

**10. ~~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~~Sections 6 and ~~Section 7 of this Agreement~~herein.

**11. ~~9.~~ Applicable Ordinances 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. ~~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.~~

~~11.~~ ~~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.

~~12.~~ ~~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.

~~13.~~ ~~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 the 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.~~

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 Jasper County Council, and by resolution of the Hampton County Council; 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 Jasper County Council 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 unilateral action of any party and shall remain in effect for a period equal to the longer of (i) [thirty-one (31)] years commencing with the effective date of this Agreement or (ii) a period of time of sufficient length to facilitate any special source revenue credits due with respect to Park property. This Agreement may be terminated at any time upon adoption of ordinances by the County Councils of both Jasper County and Hampton County, which ordinances must specifically authorize the termination of this Agreement.

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.

~~{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.

[\[signatures on following page\]](#)

JASPER COUNTY, SOUTH CAROLINA

By:

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

[SEAL]

Attest:

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

*~~{signature page 1 to Agreement for Development of a Joint County Industrial and Business Park (Project Showcase)(Jasper County/Hampton County Park)}~~*

HAMPTON COUNTY, SOUTH CAROLINA

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

~~By:~~  
~~Chairman of~~ Chair, County Council  
Hampton County, South Carolina

[SEAL]

~~(SEAL)~~

Attest:

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

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

*~~{signature page 2 to Agreement for Development of a Joint County Industrial and Business Park (Project Showcase) (Jasper County/Hampton County Park)}~~*

**Exhibit A**  
**Property**  
~~Legal Description~~

(Del) that certain tract of real property situated in the City of Hardeeville, County of Jasper, State of South Carolina, containing 6.79 acres, more or less, and being more particularly shown and described as "REVISED LOT 4" on a plat prepared by Terry G. Hatchell, RLS, entitled "A Boundary Consolidation Survey of Revised Lot 4, 3.79 Acres & Formerly Lot 2, 3.00 Acres, Mockingbird Drive, A Section of Hardeeville Commerce Park, City of Hardeeville, Jasper County, South Carolina," dated January 19, 2022, and recorded in Plat Book 38 at Page 484, at the office of the Register of Deeds for Jasper County, South Carolina. For a more accurate and complete description as to courses, metes, distances and bounds, reference is made to the aforementioned plat of record.



**Exhibit B 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: 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 including expenses incurred with the creation of the joint county industrial and business park and ongoing expenses related to the joint county industrial and business park;~~

~~SECOND: 10% of the Retained Revenues shall be distributed to the County’s Commercial Development Fund;~~

~~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: Intergovernmental Agreement

~~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.~~

# AGENDA

## ITEM # 13

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**ORDINANCE #O-2023-21**

**AN ORDINANCE OF  
JASPER COUNTY COUNCIL**

**Amending Section 9-96(3) of the Jasper County Code of Ordinances as adopted by Ordinance No. 2022-39 to provide for the appointment of Members to the Levy Fire Protection Board, and matters related thereto.**

**WHEREAS**, on May 15, 2023, the Jasper County Council passed Ordinance O-2022-39, recorded in Book 1131, Page 913-957 of the Jasper County Register of Deeds, which ordinance approved, among other things, a methodology as codified in Section 9-96(3) of the Jasper County Code of Ordinances by which the initial Board of the Levy Fire Protection Board would include three (3) members appointed by County Council from the Levy Fire Protection District service area, and for the purposes of the initial appointment, two (2) of the three (3) appointed members would be former board members of the Levy Volunteer Fire Department; and

**WHEREAS**, subsequently Jasper County, despite its efforts, has not been able to obtain former members of the Levy Volunteer Fire Department who are available to serve; and

**WHEREAS**, Jasper County has obtained the applications of three citizens from within the Levy Fire Protection District area willing to serve, and has obtained the consent of the Levy Volunteer Fire Department Board to ratify the appointment of these citizens without the requirement that two (2) of the three (3) be former Levy Volunteer Fire Department members; and

**WHEREAS**, in order to memorialize these matters, Council has determined to adopt an amendment to Section 9-96(3) as adopted in Ordinance 2022-39, deleting the requirement that for purposes of the initial appointees, at least two (2) of the three (3) Appointed Members shall be former board members of Levy VFD; and

**WHEREAS**, it is further desirable to amend this subsection to clarify that the two *ex officio* members of the Levy Fire Protection District Board are voting members;

**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. Section 9-96 (3) of the Jasper County Code of Ordinances shall be amended to read as follows:

(3) The Levy Fire Protection District shall initially be operated as a commission under the authority of the County called the “Levy Fire Protection District Board” (the “Board”). The Board shall initially consist of five (5) voting members. Three (3) members of the Board shall be appointed by the County Council from the Levy Fire Protection District service area (the “Appointed Members”). The Chair of the County Council, or his/her designee, the Council member representing the area containing the Levy Fire Protection District shall also serve on the Board in a voting *ex-officio* capacity. Other than the *ex officio* members, who shall serve for a period of time conforming to their respective positions, the Appointed Members shall serve staggered terms. The initial Appointed Members shall serve terms as follows: one Appointed Member shall serve an initial term until June 30, 2023, one Appointed Member shall serve an initial term until June 30, 2024; and one Appointed Member shall serve an initial term until June 30, 2025. As the terms of the initial Appointed Members expire, Appointed Members will be appointed to serve three-year terms thereafter. All Appointed Members of the Board may serve for successive terms of appointment, but in no event may any Appointed Member serve more than three consecutive terms. All Appointed Members shall serve until a qualified successor is appointed to serve. Any vacancy of an Appointed member, regardless of how such vacancy occurs, shall be filled by Council for the remainder of such member’s term. The Board shall organize and arrange meetings as necessary and shall further make arrangements to elect necessary officers, including a chair to preside over meetings.

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

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

\_\_\_\_\_  
**Martin L. Sauls, IV**  
**Chairman**

**ATTEST:**

\_\_\_\_\_  
**Wanda H. Giles**  
**Clerk to Council**

**ORDINANCE: # O-2023-21**

**First Reading:** November 6, 2023  
**Public Hearing:** December 4, 2023  
**Second Reading:** December 4, 2023  
**Third Reading:** January 16, 2024  
**Adopted:** January 16, 2024

\_\_\_\_\_  
Reviewed for form and draftsmanship by the Jasper County Attorney.

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

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

# AGENDA

## ITEM # 14

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF JASPER )

ORDINANCE NO. O-2022-38

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN GOPHER HILL HOLDINGS, LLC AND ITS ASSIGNS AND TERMINAL INVESTMENT CORP. AND TICO MANUFACTURING (THE “SPONSORS”), AND JASPER COUNTY, AND AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN GOPHER HILL HOLDINGS, LLC AND TERMINAL INVESTMENT CORPORATION AND TICO MANUFACTURING (THE “COMPANIES”) AND ITS ASSIGNS, AND JASPER COUNTY, WHEREBY JASPER COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE SPONSOR COMPANIES PROVIDING FOR PAYMENT BY THE SPONSOR OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES AND WHEREBY JASPER COUNTY WILL ENTER INTO AN INFRASTRUCTURE CREDIT AGREEMENT WITH THE COMPANIES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH SUCH AGREEMENTS; 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 TO AUTHORIZE THE JASPER COUNTY COUNCIL CHAIRMAN OR COUNTY ADMINISTRATOR, AS APPROPRIATE, TO EXECUTE SUCH AGREEMENTS AND OTHER DOCUMENTS AS MAY BE NECESSARY AND APPROPRIATE TO EFFECT THE FEE-IN-LIEU OF TAX TRANSACTION AND TO PROVIDE FOR 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; and

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, in accordance with Article VIII, Section 13 of the South Carolina Constitution and the MCIP Act, real and personal property having a situs in a 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 equivalent 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 (each, a “Jasper Fee Payment”); and

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments and Jasper Fee 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”); and

WHEREAS, the Sponsor and the Companies propose to develop two properties described in Exhibit A attached hereto (the “Properties”) to establish or expand commercial, logistic, distribution and/or manufacturing facilities (the “Project”); and

WHEREAS, it is anticipated the Project will result in an investment of at least nine million dollars (\$9,000,000) in the County; and

WHEREAS, at the request of the Sponsor 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 B (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Companies 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, at the request of the two Companies and as an inducement to expand its operations in the County, the County desires to provide the Companies Infrastructure Credits against each Jasper Fee Payment due from the Companies with respect to the Project, all as set forth in greater detail herein and in a Infrastructure Credit Agreement by and between the County and the Companies with respect to certain Project Property (the “Infrastructure Credit Agreement”), the form of which is presented to this meeting and attached hereto as Exhibit C, and which is to be dated as of March 21, 2022 or such other date as the parties may agree, and in which the County and the Companies have agreed to the specific terms and conditions of such arrangement; 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, a copy of the proposed Agreement being attached hereto as Exhibit D (“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 and Infrastructure Credit Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement and Infrastructure Credit Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement and Infrastructure Credit Agreement that are before this meeting are approved and all of the Fee Agreement’s and Infrastructure Credit 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, MCIP Agreement and Infrastructure Credit Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes necessary 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 Infrastructure Credit Agreement and to deliver the same 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 Sponsor and the Company under this Ordinance, the Fee Agreement and the Infrastructure Credit 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 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: 11.21.2022  
Second Reading: 12.05.2022  
Public Hearing: 12.05.2022 and 12.04.2023  
Third Reading: 01.16.2024

## EXHIBIT A

### Legal Description

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, 12.89 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, being more particularly described as follows: Beginning at a point shown on a plat recorded in Plat Book 36 at Page 127 in the Office of the Register of Deeds shown as USGS Marker Found, Haystack 1997, Elev. 83.2 (NAVD88) N 254699.65 E 1995968.12, thence S 47°49'06"E for a distance of 191.98 feet, being the Point of Beginning (POB); thence N 74 ° 57'.40"E for a distance of 265.79 feet to a point; thence N60 °18'30" for a distance of 242.53 feet to a 5/8" Rebar, being the Northeastern corner of adjacent Tax Parcel 048-00-01-029 as shown on Plat Book 36 at Page 127; thence S30 °31'58"E for a distance of 634.81 feet to a 3/4 " Rebar, being the Northeastern corner of adjacent Tax Parcel 048-00-01-032 as shown on Plat Book 36 at Page 127 and as Parcel 3 on Plat Book 30 at Page 276; thence S30°31'58" for a distance of 290.40 feet to a rebar; thence S30°31'58" along the eastern boundary of Tax Parcel 048-00-01-033 to its intersection with a northern boundary line of Tax Parcel 048-00-01-009; thence eastward along the boundary line of Tax Parcel 048-00-01-009 to its intersection with the right of way boundary line of U.S. Highway 278; thence northward along the boundary line of US Highway 278 and the sewer lift station boundary lines as shown on those certain plats recorded in Plat Book 32 at Page 467 and Plat Book to the Point of Beginning.

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 as Parcel 3 on a plat recorded in Plat Book 30 at Page 276 in the office of the Register of Deeds for Jasper County, SC.

AND ALSO, 50.00 acres of land, more or less, with improvements more specifically identified as tax map number 048-00-01-006 having an address of 66 North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC as more particularly described as Parcel A-1 Armor Chasie Site, on a plat recorded in Plat Book 22 at Page 442 in the office of the Register of Deeds for Jasper County, SC.

All such properties being subject to easements, rights of way, and other matters of public record.

**EXHIBIT B**  
**FORM OF FEE AGREEMENT**

**EXHIBIT C**  
**FORM OF INFRASTRUCTURE CREDIT AGREEMENT**

**EXHIBIT D**  
**FORM OF MCIP AGREEMENT**

STATE OF SOUTH CAROLINA )  
 )  
O-2022-38  
COUNTY OF JASPER )

ORDINANCE

NO.

**AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF TAX AGREEMENT BY AND BETWEEN GOPHER HILL HOLDINGS, LLC AND ITS ASSIGNS AND TERMINAL INVESTMENT CORP. AND TICO MANUFACTURING (THE “SPONSORS”), AND JASPER COUNTY, AND AN INFRASTRUCTURE CREDIT AGREEMENT BY AND BETWEEN GOPHER HILL HOLDINGS, LLC AND TERMINAL INVESTMENT CORPORATION AND TICO MANUFACTURING (THE “COMPANIES”) AND ITS ASSIGNS, AND JASPER COUNTY, WHEREBY JASPER COUNTY WILL ENTER INTO A FEE-IN-LIEU OF TAX AGREEMENT WITH THE SPONSOR COMPANIES PROVIDING FOR PAYMENT BY THE SPONSOR OF CERTAIN FEES-IN-LIEU OF *AD VALOREM* TAXES AND WHEREBY JASPER COUNTY WILL ENTER INTO AN INFRASTRUCTURE CREDIT AGREEMENT WITH THE COMPANIES; PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH SUCH AGREEMENTS; 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 TO AUTHORIZE THE JASPER COUNTY COUNCIL CHAIRMAN OR COUNTY ADMINISTRATOR, AS APPROPRIATE, TO EXECUTE SUCH AGREEMENTS AND OTHER DOCUMENTS AS MAY BE NECESSARY AND APPROPRIATE TO EFFECT THE FEE-IN-LIEU OF TAX TRANSACTION AND TO PROVIDE FOR 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; and

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, in accordance with Article VIII, Section 13 of the South Carolina Constitution and the MCIP Act, real and personal property having a situs in a 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 equivalent 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 (each, a “Jasper Fee Payment”); and

WHEREAS, pursuant to the FILOT and MCIP Acts, the County is authorized to provide credits (“Infrastructure Credits”) against FILOT Payments and Jasper Fee 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”); and

WHEREAS, the Sponsor and the Companies propose to develop two properties described in Exhibit A attached hereto (the “Properties”) to establish or expand commercial, logistic, distribution and/or manufacturing facilities (the “Project”); and

WHEREAS, it is anticipated the Project will result in an investment of at least nine million dollars (\$9,000,000) in the County; and

WHEREAS, at the request of the Sponsor 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 B (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Companies 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, at the request of the two Companies and as an inducement to expand its operations in the County, the County desires to provide the Companies Infrastructure Credits against each Jasper Fee Payment due from the Companies with respect to the Project, all as set forth in greater detail herein and in a Infrastructure Credit Agreement by and between the County and the Companies with respect to certain Project Property (the “Infrastructure Credit Agreement”), the form of which is presented to this meeting and attached hereto as Exhibit C (~~“SSRC Agreement”~~), and which is to be dated as of March 21, 2022 or such other date as the parties may agree, and in which the County and the Companies have agreed to the specific terms and conditions of such arrangement; 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, a copy of the proposed Agreement being attached hereto as Exhibit D (“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 and Infrastructure Credit Agreement.*** The incentives as described in this Ordinance (“Ordinance”), and as more particularly set forth in the Fee Agreement and Infrastructure Credit Agreement, with respect to the Project are hereby approved. The form, terms and provisions of the Fee Agreement and Infrastructure Credit Agreement that are before this meeting are approved and all of the Fee Agreement’s and Infrastructure Credit 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, [MCIP Agreement](#) and Infrastructure Credit Agreement in the name of and on behalf of the County, subject to the approval of any revisions or changes [necessary](#) 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 Infrastructure Credit Agreement and to deliver the same 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 Sponsor and the Company under this Ordinance, the Fee Agreement and the Infrastructure Credit 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 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:  
Second Reading:  
Public Hearing:  
Third Reading:

## EXHIBIT A

### Legal Description

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

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**FORM OF FEE AGREEMENT**

**EXHIBIT C**  
**FORM OF ~~SSRC~~INFRASTRUCTURE CREDIT AGREEMENT**

**EXHIBIT D**  
**FORM OF MCIP AGREEMENT**



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

**BETWEEN**

**GOPHER HILL HOLDINGS, LLC,  
TERMINAL INVESTMENT CORP. AND TICO MANUFACTURING (A DIVISION OF  
TERMINAL INVESTMENT CORP.)**

**AND**

**JASPER COUNTY, SOUTH CAROLINA**

**EFFECTIVE AS OF NOVEMBER 21, 2022**

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**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>Gopher Hill Holdings, LLC, Terminal Investment Corp., and TICO Manufacturing</b>	
<b>Project Location</b>		
<b>Tax Map Nos.</b>	048-00-01-029, 048-00-01-012 and 048-00-01-032	
<b>FILOT</b>		
• Phase Exemption Period	20 Years	Section 1.1
• Contract Minimum Investment Requirement	\$9,000,000	Section 1.1
• Investment Period	5 Years	Section 1.1
• Assessment Ratio	6%	Section 4.1
• Millage Rate	.345	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	20%	Section 5.1
• Credit Term	20 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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## 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 November 21, 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 Gopher Hill Holdings, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, (the “*Company*”), and Terminal Investment Corp., and TICO Manufacturing, 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 nine million dollars (\$9,000,000) in the County; and

WHEREAS, by an ordinance enacted on \_\_\_\_\_, 2023, 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 \$9,000,000.

**“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, including Gopher Hill Holdings, LLC, Terminal Investment Corp., and TICO Manufacturing.

**“Developer Assets”** means that Equipment and/or Real Property owned by the Developers.

**“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 Final Phase is placed in service during the year ending December 31, 2028, the Phase Termination Date is expected to be December 31, 2048, and the Final Termination Date is expected to be January 15, 2049, 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 20<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. Sponsors include Gopher Hill Holdings, LLC and Terminal Investment Corp. and Terminal Investment Corp.’s division, TICO Manufacturing. 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 November 21, 2022 by adopting an Inducement Resolution, as defined in the Act on November 21, 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 Companies are 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 Companies intend 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 Companies' 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 Companies 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 Companies to develop the Project in the County.

(f) The Companies have 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 Investment 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 19 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 .345, as Section 12-44-50(A)(1)(d) of the Act provides, during the Phase Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Phase Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits a 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 including Gopher Hill Holdings, LLC, Terminal Investment Corp and TICO Manufacturing 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 20-year, 20% Infrastructure Credit. Beginning with the first annual FILOT Payment and continuing for the next nineteen (19) annual FILOT Payments, the Sponsor will receive an annual credit in an amount equal to 20% 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 nineteen (19) 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 Contract Minimum 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 Company or one of its affiliates ("Developer Assets") on a prospective basis.

For example (and by way of example only) if the Sponsors invested or cause to be invested \$4,500,000 in real property and real property improvements at the Project by the end of such property tax year (i.e., 50% of \$9,000,000), the County may, at its discretion, reduce the Infrastructure Credits from 20% to 10% (i.e., 50% of 20%), so the Infrastructure Credit is 10% 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 Contract Minimum 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 \$8,000. 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 Gopher Hill Holdings, LLC, Terminal Investment Corp. and TICO Manufacturing 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 COMPANY:**

Gopher Hill Holdings, LLC  
POB 73  
Savannah, GA 31402  
Email: rbooker@ticotactors.com

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

Adams and Reese, LLP  
ATTN: Burnet R. Maybank III  
1221 Main Street, Suite 1200  
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):**

Jasper County Attorney  
PO Box 420  
358 Third Ave.  
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.

**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]*

**GOPHER HILL HOLDINGS, LLC**

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

**TERMINAL INVESTMENT CORP.**

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

**TICO MANUFACTURING**

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

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

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

Legal Description

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, 12.89 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, being more particularly described as follows: Beginning at a point shown on a plat recorded in Plat Book 36 at Page 127 in the Office of the Register of Deeds shown as USGS Marker Found, Haystack 1997, Elev. 83.2 (NAVD88) N 254699.65 E 1995968.12, thence S 47°49'06"E for a distance of 191.98 feet, being the Point of Beginning (POB); thence N 74 ° 57'.40"E for a distance of 265.79 feet to a point; thence N60 °18'30" for a distance of 242.53 feet to a 5/8" Rebar, being the Northeastern corner of adjacent Tax Parcel 048-00-01-029 as shown on Plat Book 36 at Page 127; thence S30 °31'58"E for a distance of 634.81 feet to a 3/4 " Rebar, being the Northeastern corner of adjacent Tax Parcel 048-00-01-032 as shown on Plat Book 36 at Page 127 and as Parcel 3 on Plat Book 30 at Page 276; thence S30°31'58" for a distance of 290.40 feet to a rebar; thence S30°31'58" along the eastern boundary of Tax Parcel 048-00-01-033 to its intersection with a northern boundary line of Tax Parcel 048-00-01-009; thence eastward along the boundary line of Tax Parcel 048-00-01-009 to its intersection with the right of way boundary line of U.S. Highway 278; thence northward along the boundary line of US Highway 278 and the sewer lift station boundary lines as shown on those certain plats recorded in Plat Book 32 at Page 467 and Plat Book to the Point of Beginning.

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 as Parcel 3 on a plat recorded in Plat Book 30 at Page 276 in the office of the Register of Deeds for Jasper County, SC.

AND ALSO, 50.00 acres of land, more or less, with improvements more specifically identified as tax map number 048-00-01-006 having an address of 66 North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC as more particularly described as Parcel A-1 Armor Chasie Site, on a plat recorded in Plat Book 22 at Page 442 in the office of the Register of Deeds for Jasper County, SC.

All such properties being subject to easements, rights of way, and other matters of public record.



**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 Gopher Hill Holdings, LLC, Terminal Investment Corp. and TICO Manufacturing (the “Sponsors”).

**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

**GOPHER HILL HOLDINGS, LLC**

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

**TERMINAL INVESTMENT CORP.**

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

**TICO MANUFACTURING**

\_\_\_\_\_  
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: \_\_\_\_\_

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**INFRASTRUCTURE CREDIT AGREEMENT**

**by and between**

**JASPER COUNTY, SOUTH CAROLINA**

**and**

**GOPHER HILL HOLDINGS, LLC  
TERMINAL INVESTMENT CORPORATION  
TICO MANUFACTURING**

**Effective as of: November 21, 2022**

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## INFRASTRUCTURE CREDIT AGREEMENT

This INFRASTRUCTURE CREDIT AGREEMENT, effective as of [Date of Third Reading], 2023 (“Agreement”), is by and among JASPER COUNTY, SOUTH CAROLINA, a body politic and corporate, and a political subdivision of the State of South Carolina (“County”) and GOPHER HILL HOLDINGS, LLC, TERMINAL INVESTMENT CORPORATION, a Georgia corporation and TICO MANUFACTURING (a division of Terminal Investment Corp.) (each a “Company” together with the County, “Parties,” and individually a “Party”).

### W I T N E S S E T H :

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 will develop with Hampton County, South Carolina, a multi-county industrial business park (“Park”) pursuant to that certain agreement for the establishment of a multi-county industrial/business park (Cypress Ridge Gopher Hill Industrial Park), to be dated as of March 21, 2022, which governs the operation of the Park;

WHEREAS, the Companies intends to expand its existing manufacturing facility within the County (“Project”), consisting of taxable investments in real and personal property of at least \$4,000,000 (“Project Property”);

WHEREAS, by ordinance No. O-2022-38 enacted by the County on March 21, 2023, 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. O-2022-38 enacted by the County on March 21, 2023 (the “Ordinance”), the County further authorized the execution and delivery of this Agreement to provide Infrastructure Credits against the Companies’ 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 Companies 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) Each 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) Each Company will use commercially reasonable efforts to achieve the Investment Commitment and Jobs Commitment, each as defined below, at the Project; and
- (c) Each 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 Companies shall invest not less than \$4,000,000 in taxable property at the Project ("Investment Commitment") by the Certification Date, as defined below. Each Company shall certify to the County achievement of the Investment Commitment by no later than December 31, 2028 ("Certification Date"), by providing documentation to the County sufficient to reflect achievement of the Investment Commitment. If the Companies fail to achieve and certify the Investment Commitment by the Certification Date, the County may terminate this Agreement and, on termination, the Companies are 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 various 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 each Company is entitled to an Infrastructure Credit ("Credit Term"), the County shall prepare and issue each 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 Companies fails to meet the Investment Commitment or Jobs 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 each 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**

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 \$2,000,000 by the Certification Date, the Repayment Amount would be calculated as follows:*

$$\text{Investment Achievement Percentage} = \$2,000,000 / \$4,000,000 = 50\%$$

$$\text{Clawback Percentage} = 100\% - 50\% = 50\%$$

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

Each Company shall pay the portion of the Infrastructure Credit to be repaid pursuant to this Section 2.3 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, each Company shall, on or before January 31 of each year during the Credit Term, commencing in January 31, 2024, 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 any 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 any 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 any Company which is deemed materially incorrect when deemed made;

(d) Failure by any 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 any 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 any 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, each Companies 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 Companies shall pay the County within 30 days of receipt of the statement. Any 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 any 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. Any 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, any 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:	Terminal Investment Corporation POB 73 Savannah, Georgia 31402 Email: rbooker@ticotactors.com
--------------------	--

with a copy to

Adams and Reese, LLP  
ATTN: Burnet R. Maybank III  
1221 Main Street, Suite 1200  
Columbia, SC 29201

The County and any 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.*** Any Company will reimburse, or cause reimbursement to, the County for the Administration Expenses in the amount of \$2,000. 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: \_\_\_\_\_  
County Council Chair  
Jasper County, South Carolina

[SEAL]

Attest:

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

**TERMINAL INVESTMENT CORPORATION**

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

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

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

**GOPHER HILL HOLDINGS, LLC**

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

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

**TICO MANUFACTURING**

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

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

*[SIGNATURE PAGE 2 TO INFRASTRUCTURE CREDIT AGREEMENT]*

## EXHIBIT A

### LAND DESCRIPTION

#### 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, 12.89 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, being more particularly described as follows: Beginning at a point shown on a plat recorded in Plat Book 36 at Page 127 in the Office of the Register of Deeds shown as USGS Marker Found, Haystack 1997, Elev. 83.2 (NAVD88) N 254699.65 E 1995968.12, thence S 47°49'06"E for a distance of 191.98 feet, being the Point of Beginning (POB); thence N 74 ° 57'.40"E for a distance of 265.79 feet to a point; thence N60 °18'30" for a distance of 242.53 feet to a 5/8" Rebar, being the Northeastern corner of adjacent Tax Parcel 048-00-01-029 as shown on Plat Book 36 at Page 127; thence S30 °31'58"E for a distance of 634.81 feet to a 3/4 " Rebar, being the Northeastern corner of adjacent Tax Parcel 048-00-01-032 as shown on Plat Book 36 at Page 127 and as Parcel 3 on Plat Book 30 at Page 276; thence S30°31'58" for a distance of 290.40 feet to a rebar; thence S30°31'58" along the eastern boundary of Tax Parcel 048-00-01-033 to its intersection with a northern boundary line of Tax Parcel 048-00-01-009; thence eastward along the boundary line of Tax Parcel 048-00-01-009 to its intersection with the right of way boundary line of U.S. Highway 278; thence northward along the boundary line of US Highway 278 and the sewer lift station boundary lines as shown on those certain plats recorded in Plat Book 32 at Page 467 and Plat Book to the Point of Beginning.

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 as Parcel 3 on a plat recorded in Plat Book 30 at Page 276 in the office of the Register of Deeds for Jasper County, SC.

AND ALSO, 50.00 acres of land, more or less, with improvements more specifically identified as tax map number 048-00-01-006 having an address of 66 North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC as more particularly described as Parcel A-1 Armor Chasie Site, on a plat recorded in Plat Book 22 at Page 442 in the office of the Register of Deeds for Jasper County, SC.

All such properties being subject to easements, rights of way, and other matters of public record.

**EXHIBIT B (See Section 2.2)**

**DESCRIPTION OF INFRASTRUCTURE CREDIT**

A credit in the amount of 20% of the Fee Payments over 20 years commencing with the first Fee Payment due for Project Property placed in service under this Agreement.



STATE OF SOUTH CAROLINA	)	
	)	AGREEMENT FOR THE ESTABLISHMENT
COUNTY OF JASPER	)	OF MULTI-COUNTY INDUSTRIAL/
	)	BUSINESS PARK (CYPRESS RIDGE GOPHER
	)	HILL INDUSTRIAL PARK)
COUNTY OF HAMPTON	)	

**THIS AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (CYPRESS RIDGE GOPHER HILL 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 \_\_\_\_\_ 2024, and Ordinance No. \_\_\_\_\_ enacted by Hampton County Council on \_\_\_\_\_, 2024, 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 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

**3. Location of the Park.**

(A) The Park consists of property that is located in Jasper County and which now or will be owned by project sponsors for the purpose of establishing 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 Hampton 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 in accordance with the attached Exhibit B.:

(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. Consent by the County and Other Municipalities.** Intentionally deleted.

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

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

**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 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 unilaterally 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

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, 12.89 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, being more particularly described as follows: Beginning at a point shown on a plat recorded in Plat Book 36 at Page 127 in the Office of the Register of Deeds shown as USGS Marker Found, Haystack 1997, Elev. 83.2 (NAVD88) N 254699.65 E 1995968.12, thence S 47°49'06"E for a distance of 191.98 feet, being the Point of Beginning (POB); thence N 74 ° 57'.40"E for a distance of 265.79 feet to a point; thence N60 °18'30" for a distance of 242.53 feet to a 5/8" Rebar, being the Northeastern corner of adjacent Tax Parcel 048-00-01-029 as shown on Plat Book 36 at Page 127; thence S30 °31'58"E for a distance of 634.81 feet to a 3/4 " Rebar, being the Northeastern corner of adjacent Tax Parcel 048-00-01-032 as shown on Plat Book 36 at Page 127 and as Parcel 3 on Plat Book 30 at Page 276; thence S30°31'58" for a distance of 290.40 feet to a rebar; thence S30°31'58" along the eastern boundary of Tax Parcel 048-00-01-033 to its intersection with a northern boundary line of Tax Parcel 048-00-01-009; thence eastward along the boundary line of Tax Parcel 048-00-01-009 to its intersection with the right of way boundary line of U.S. Highway 278; thence northward along the boundary line of US Highway 278 and the sewer lift station boundary lines as shown on those certain plats recorded in Plat Book 32 at Page 467 and Plat Book to the Point of Beginning.

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 as Parcel 3 on a plat recorded in Plat Book 30 at Page 276 in the office of the Register of Deeds for Jasper County, SC.

AND ALSO, 50.00 acres of land, more or less, with improvements more specifically identified as tax map number 048-00-01-006 having an address of 66 North Cypress Ridge Drive, located in the Cypress Ridge Industrial Park, Ridgeland, SC as more particularly described as Parcel A-1 Armor Chasie Site, on a plat recorded in Plat Book 22 at Page 442 in the office of the Register of Deeds for Jasper County, SC.

All such properties being subject to easements, rights of way, and other matters of public record.

## Exhibit B 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:** 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 including expenses incurred with the creation of the joint county industrial and business park and ongoing expenses related to the joint county industrial and business park;
- SECOND:** 10% of the Retained Revenues shall be distributed to the County's Commercial Development Fund;
- 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.

# AGENDA

## ITEM # 15



# 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>	January 16, 2023
<b>Project:</b>	Zoning Map Amendment – Industrial Development
<b>Applicant:</b>	Staff Initiated
<b>Tax Map Number:</b>	067-00-01-003
<b>Submitted For:</b>	1 <sup>st</sup> Reading
<b>Recommendation:</b>	Planning Commission Recommends Approval of Industrial Development

**Description:** This agenda item is a staff-initiated request for a Zoning Map Amendment to have a property designated as Industrial Development. The subject property is located at 951 Carolina Drive. The property consists of 172 acres and is currently zoned Rural Preservation (RP). The property is owned by Beaufort Jasper Water Sewer Authority (BJWSA) and is known as their Cherry Point Reclamation Facility where sewer is collected and treated. In accordance with Article 6 of the Zoning Ordinance, collection of sewage is allowed in the Rural Preservation (RP) Zoning District; however, treatment of sewage is not allowed in RP. The facility was originally constructed around 1997 – 1998, and therefore, is considered a legal non-conforming use.

**Background:** BJWSA submitted a major site plan application to expand the Cherry Point Reclamation Facility in order to meet the growth demands and the projected development forecast within their service area. During the site plan review, staff realized the property use was a legal non-conforming use. In accordance with Article 9 of the Jasper County Zoning Ordinance, legal nonconformities are uses, structures, lots, or developed site improvements that do not conform to one or more provisions or requirements of the Zoning Ordinance but were lawfully established prior to the effective date of the current Zoning Ordinance or amendments thereto, or those approved by the Planning Commission through Article 9:3.7(2). While BJWSA could provide a business plan and ask the Planning Commission to approve their expansion, the use would still be non-conforming, and staff believes it is in the best interest of BJWSA and Jasper County to have the property re-zoned to Industrial Development bringing the property use in compliance with the County Zoning Ordinance. This property will never be developed for any other purpose than a sewage collection and treatment facility with the exception of accessory uses that support the facility. Furthermore, the facility has been operating as an industrial use for 25 years.



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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as an “Urban Transition” area. These areas are pockets of unincorporated Jasper County that are partially or entirely surrounded by either the City of Hardeeville or the Town of Ridgeland. In many instances, these areas were already developed as the municipalities expanded their municipal boundaries through annexation. For areas that experience new development or redevelopment within the Urban Transition zones, consideration should be given to working with the adjacent municipality for annexation.
- **Adjacent Zoning:** The adjacent parcels are zoned Industrial Development, General Commercial, Rural Preservation, and the municipal limits of Hardeeville.
- **Adjacent Land Use:** Adjacent land uses are a mix of both industrial and commercial uses. To the north is a Planned Development District through the City of Hardeeville, which includes a new residential subdivision. To the east is a Commercial Subdivision known as the Cherry Point Business Park, which contains a variety of general commercial uses. To the south are two concrete plants, a waste management facility, and undeveloped forested property. To the west is undeveloped forested property.
- **Traffic and Access:** The subject property is accessed by Carolina Drive and Jasper Station Road. Carolina Drive is a local road, maintained by Jasper County. Jasper Station Road is a local road maintained by SCDOT.

**Planning Commission Recommendation:** From a land use perspective, the Planning Commission recommends approval of Industrial Development.

**Attachments:**

1. Ordinance
2. Aerial map of property and surrounding area
3. Aerial map with zoning layer
4. Google Earth Map of the site and surrounding area

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE: O-2024 - \_\_\_\_\_**

**AN ORDINANCE**

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 951 Carolina Drive, bearing Jasper County Tax Map Number 067-00-01-003 from the Rural Preservation District to the Industrial Development District on the Jasper County Official Zoning Map.

**WHEREAS**, the Jasper County staff has requested the parcel bearing Jasper County Tax Map Number 067-00-01-003 consisting of approximately 172 acres, located at 951 Carolina Drive, be re-zoned from the Rural Preservation District to the Industrial Development District on the Official Zoning Map of Jasper County and that request has been submitted to the Jasper County Planning Commission and County Council; and

**WHEREAS**, the Jasper County Planning Commission has concurred with the recommendations of the staff report as reflected in this Ordinance and recommends approval by Council; and

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having

been shown, approximately 172 acres bearing Jasper County Tax Map Number 067-00-01-003, located at 951 Carolina Park Drive on the Jasper County Official Zoning Map in the Rural Preservation District shall be transferred to the Industrial Development District.

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

---

**L. Martin Sauls IV**  
**Chairman**

**ATTEST:**

---

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

**ORDINANCE: #O-2024-\_\_**

**First Reading:** \_\_\_\_\_

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

**Public Hearing:** \_\_\_\_\_

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

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Considered by the Jasper County Planning Commission at it's meeting on  
December 12, 2023 and recommended for approval.

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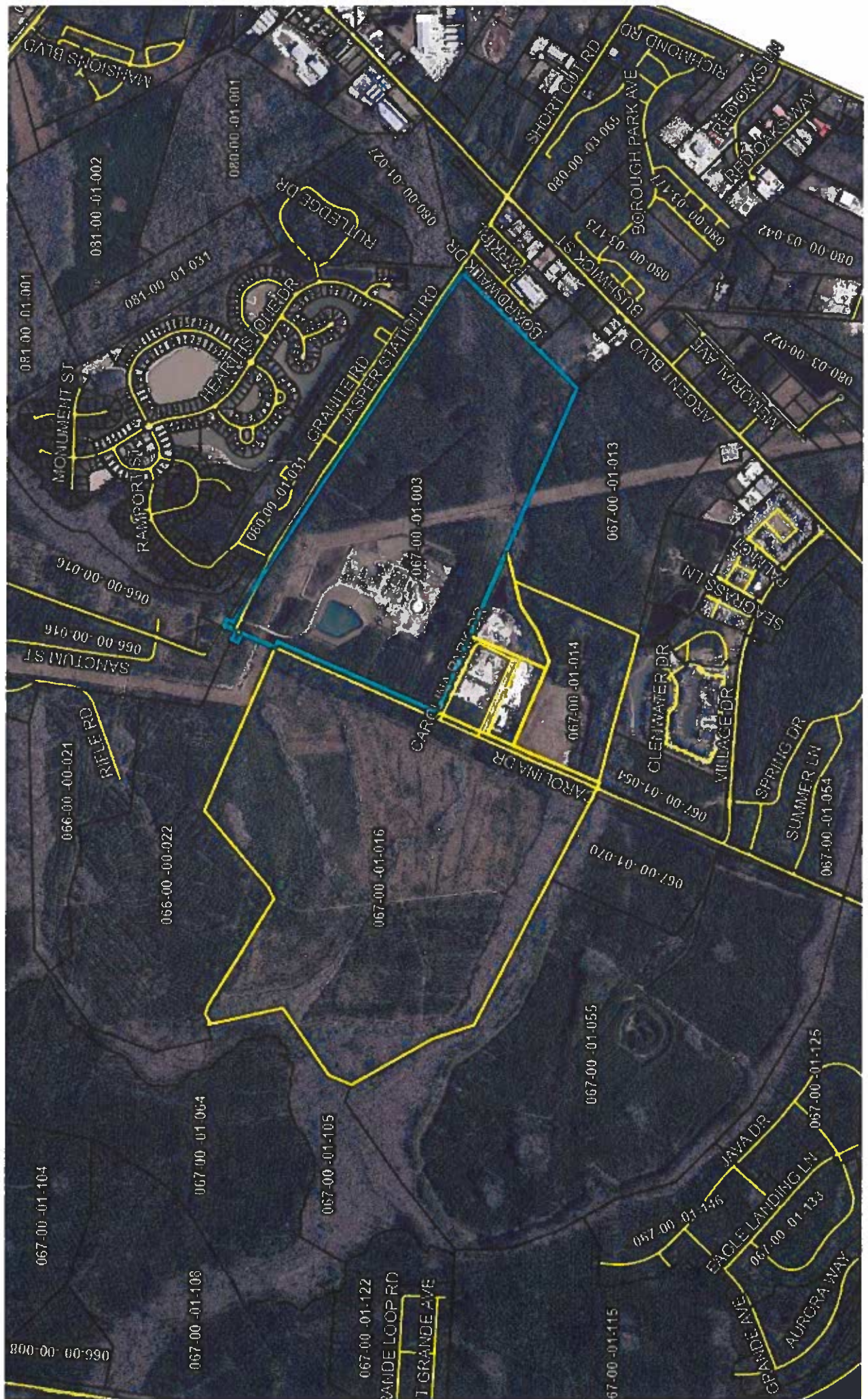
Reviewed for form and draftsmanship by the Jasper County Attorney.

---

**David Tedder**

---

**Date**







32°20'14.6"N 80°56'43.6"W

Google Map - Cherry Point Reclamation Facility



Imagery ©2023 Airbus, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 Google 500 ft



32°20'14.6"N 80°56'43.6"W

32.337374, -80.945438



Directions



Save



Nearby



Send to phone



Share



176 Carolina Oaks Ave, Okatie, SC 29909

83P3+WRV Hardeeville, South Carolina



AGENDA

ITEM # 16

Citizen Comments



AGENDA

ITEM # 17

Administrators

Report



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

Jasper County Clementa C. Pinckney Government Building  
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)

Tisha L. Williams  
Executive Assistant

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

### **Administrator's Report January 16, 2024**

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1. Exit 3:

Attended an "Exit 3 Lead Group" meeting on Dec. 18. The agenda for that meeting follows this report. The SC Dept. of Transportation (SCDOT) is to have an updated cost estimate for the project by the end of January. Our office assisted in organizing a meeting with bond counsel for the project and various City and County officials to be held on Jan. 10. The meeting was organized to discuss the SIB Loan and TIF collections and disbursements.

There have been nine draws thus far on the \$3.4 million escrow account set up by SCDOT to hold the County's initial contribution with a total of \$987,801.12 spent from that account.

I am scheduled to attend the next Lead Group meeting on Jan. 18.

2. Capital Plan Program Status Report:

I have included a copy of the December 2023 report prepared by M.B. Kahn.

3. Fire Apparatus Funding Scenarios Update:

Ms. Burgess will provide an update on her efforts to evaluate the various forms of financing.

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



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<b>MEETING DATE</b>	<b>Monday, December 18, 2023</b>
<b>MEETING LOCATION</b>	<b>In-Person at SCDOT – Columbia and Teams (virtual)</b>
<b>ATTENDEES</b>	<b>Secretary Hall, Justin Powell, Barbara Wessinger, Craig Winn – SCDOT Michael Czymbor – City of Hardeeville Andrew Fulghum – Jasper County Robert Unell, Ocie Vest – Stratford Land Mikell Harper, Ben Gramling, Doug Smith – Gramling Bros. David Beaty – Stantec, Stuart Sligh – Sligh Environmental, Lamar Mercer – T&amp;H</b>

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#### **AGENDA – EXIT 3 LEAD GROUP DISCUSSION**

- **Intergovernmental Agreements (IGA) with SCDOT, SCTIB, City and County.**

It is our understanding that the IGAs are in essentially final form and waiting to be executed once the City and County finance agreements (TIF, MID, PD and DA) have final approval which is currently scheduled for January 16, 2024. This has been pushed back about one month due to public hearing schedules and the Holiday schedule with City and County.

  - IGA between SCTIB, City and County –expected approval January 2024.
  - IGA between SCDOT and SCTIB – expected approval January 2024.
  - IGA between City and County – expected approval January 2024.
  - IGA between City and School District – expected approval January 2024.
  
- **IJR Schedule**
  - 11-16-2023 Stantec delivered draft FONSI to SCDOT.
  - 11-21-2023 SCDOT provided comments on draft FONSI.
  - 11-20-2023 – Stantec delivered updated Exit 3 IJR document.
  - 12-12-2023 – SCDOT provided comments on Stantec’s Exit 3 IJR document.
  - Throughout December – Stantec and SCDOT will resolve any outstanding Exit 3 IJR comments and resubmit IJR document on 1-5-2024.
  - Resubmittal of FONSI pending approval/coordination with USACE mitigated EA.
  - FHWA review and approval timing?
  
- **Exit 3 and I-95 Widening**
  - SCDOT updates on Exit 3 construction plans and right of way maps.
  - Comparison of OPCs for Exit 3 – should we have a work session with engineers to review (KCI and Stantec)?
  - SCDOT schedule for right of way acquisition – We understand from Barbara that we will receive a written request for the Exit 3 right of way April 1, 2024, and we will be expected to provide an executed general warranty deed by May 1, 2024. Are there any other documents needed for this transaction? CFR 49?
  - FHWA coordination will be handled by SCDOT. Any impacts to schedule?
  - Bid date expected to be December 2024.

- **Riverport Parkway North**
  - Stantec update on RPN construction plans and schedule (see schedule below).
  - Transfer SCDOT right of way to Hardeeville – We understand that this process will occur once the IGA between SCDOT, City and County has been executed.
  - CSX bridge design issue.
  
- **Riverport Parkway South**
  - Thomas & Hutton update on RPS construction plans and schedule (see schedule below).
  - Hardeeville right of way condemnation process – City Team working on this item currently for two small privately owned parcels.
  - Transfer SCDOT right of way to Hardeeville - We understand that this process will occur once the IGA between SCDOT, City and County has been executed.
  
- **SELC/CCL/River Keeper Agreement**
  - The Agreement has been executed by all parties and SELC has provided a letter to USACE removing their objections to the Riverport Project (includes Exit 3).
  - 668 acre Garnett Tract under contract to purchase as part of the additional mitigation plan for Exit 3 and Riverport.
  
- **Milestone Schedules**
  - USACE/SCDNR/SCDHEC Section 404/401 Permitting – Interagency meeting has been set for January 4, 2024, and attending will be (see schedule below):
    - USACE
    - USFWS
    - EPA
    - SCDOT
    - FHWA
  - Riverport Parkway North – see schedule below.
  - Riverport parkway South – see schedule below.
  
- **Other items**

**Riverport/Exit 3 Permitting Milestones  
Draft Schedule**

<b>Agency Critical Approvals &amp; Milestones</b>		<b>Schedule Date</b>	<b>Complete</b>
1	Joint Application to USACE & SCDHEC	9/29/2022	√
2	30 Day Public Notice	11/23/2022	√
3	USACE Agency Comments Received	1/4/2023	√
4	USACE Permit Coordination Meeting	2/13/2023	√
5	Initial Coordination with SELC	3/1/2023	√
6	Coordination Meeting with SCDNR	3/1/2023	√
7	Additional T & E Surveys	3/15/2023	√
8	Coordination of Bat Surveys	03/01 - 03/10/2023	√
9	Draft Agreement with SELC	7/1/2023	√
10	Coordination Meeting with USACE	8/9/2023	√
11	Coordination Meeting with USACE to present Garnett as Mitigation Fonsi	9/22/2023	√
12	Updated Biological Assessment	9/26/2023	√
13	Coordination Meeting with USACE & USFWS	10/4/2023	√
14	Garnett Tract Under Contract	10/6/2023	√
15	Response to Agency Comments	10/26/2023	√
16	SELC Agreement Executed	11/16 - 11/30/2023	√
17	Additional Coordination with SCDNR	12/8/2023	√
18	Interagency Meeting	1/4/2024	
19	Letter of Concurrence from USFWS	1/15/2024	
20	USACE and SCDHEC 15 Public Notice	1/15/2024-2/1/2024	
21	Section 106 Coordination Complete	1/1/2024	
22	SCDHEC Coastal Certification	3/1/2024	
23	SCDHEC 401 Certification	3/15/2024	
24	USACE Decision Document & 404 Permit	4/1/2024	

Prepared by Sligh Environmental

Riverport Parkway North Schedule Milestones			
Draft Schedule			
Milestones		Schedule Date	Complete
1	Survey	10/16/2023	Y
2	Preliminary Plans	2/26/2024	
3	Preliminary Drainage	2/26/2024	
4	Preliminary OPC	3/4/2024	
5	Preliminary Regulatory Review	6/3/2024	
6	Utility Coordination	11/1/2024	
7	Preliminary Geotechnical	12/25/2023	Y
8	Final Geotechnical	7/15/2024	
9	Final Plans	8/9/2024	
10	Final Drainage	8/9/2024	
11	Final OPC	8/16/2024	
12	Final Regulatory Review	10/18/2024	
13	Permitting Approval	10/25/2024	
14	Final Construction Plans	11/1/2024	
15	Environmental Documentation and Permitting	11/1/2024	

Prepared by Stantec Engineers

Riverport Parkway South Permitting Milestones		
11.13.23		
Permitting Schedule & Milestones	Schedule Date	
1 USACE Decision Document & 404 Permit	3/1/2024	
2 Submission to City of Hardeeville - Phase 1 & 2	3/4/2024	
3 Submission to SCDHEC - CZC & OCRM - Phase 1 & 2	3/4/2024	
4 Submission to BJWSA - Phase 1 & 2	3/4/2024	
5 Submission to SCDOT (Tie-in Coordination) - Phase 1 & 2	3/4/2024	
6 Submission to City of Hardeeville - Phase 3	3/4/2024	
7 Submission to SCDHEC - CZC & OCRM - Phase 3	3/4/2024	
8 Submission to BJWSA - Phase 3	3/4/2024	
9 Approval from BJWSA/SCDHEC W/WW - Phase 1 & 2	8/5/2024	
10 Concurrence from SCDOT (Tie-in Coordination) - Phase 1 & 2	8/9/2024	
11 Approval from SCDHEC - CZC & OCRM - Phase 1 & 2	9/5/2024	
12 Approval from City of Hardeeville - Phase 1 & 2	9/16/2024	
15 Approval from SCDHEC - CZC & OCRM - Phase 3	10/17/2024	
16 Approval from City of Hardeeville - Phase 3	10/24/2024	

Prepared by Thomas & Hutton Engineers





**PROGRAM STATUS REPORT – DECEMBER 2023**  
Jasper County Capital Plan  
Jasper County, SC



*M. B. Kahn Construction Co., Inc. has prepared this Program Status Report to provide Jasper County Council an update of the Jasper County Capital Plan. This report is intended to show the progress made on the overall capital plan and each project to date, and prepare you for the next steps as we continue moving forward.*

**PROJECT STAKEHOLDERS:**

**Jasper County Council**  
Martin L. Sauls, IV, *Chairman*  
Barbara Clark, *Vice Chairwoman*  
Alvin Adkins, *Council Member*  
Coy Garbade, *Council Member*  
John Kemp, *Council Member*  
Wanda Simmons, *Clerk to County Council*

**County Administrator**  
Andrew P. Fulghum, *County Administrator*

**Other County Staff**

**CAPITAL PROGRAM SUMMARY:**

M. B. Kahn is assisting Jasper County, SC in developing, implementing, and managing their Capital Improvements and Investment Plan. The initial plan was developed in FY 2023 with eleven projects plus one additional project (Apron Expansion) which was added later in the process. Three of these projects have moved into preconstruction and/or construction. For FY 2024, an additional five projects have been added to date, and are currently being evaluated and budgeted. Additional details for each project are provided below.

**CAPITAL PROJECTS UPDATE:**

**Ridgeland-Claude Dean Airport Apron Expansion**

Planning / Budgeting is complete (Added to FY 2023)  
Design is complete  
Preconstruction is complete  
Construction began on February 20, 2023 and is on-going; currently ahead of schedule and within budget – Project is complete and the final billing is being developed with savings returning to the County



## PROGRAM STATUS REPORT – DECEMBER 2023

Jasper County Capital Plan  
Jasper County, SC

### Farmer's Produce Market Renovations

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Planning / Budgeting is complete (FY 2023)  
Design is complete  
Preconstruction is complete  
Construction – GMP executed on April 05, 2023; last event in the facility was June 17<sup>th</sup>. The last post-construction item remaining is to install bird preventative measures, which is scheduled to be completed this month

### Pratt Memorial Library Renovations

---

Planning / Budgeting is complete (FY 2023)  
Design is on-going – schematic design phase is complete; design is paused pending results  
Preconstruction is on-going – The schematic design estimate has been reviewed and a new work authorization was issued to proceed with the design of the renovations. Design-development documents have been prepared and an updated estimate is being developed.  
Construction has not begun

### Ridgeland-Claude Dean Airport Terminal\*

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Planning / Budgeting is paused (FY 2023)  
Design is paused  
Preconstruction has not begun  
Construction has not begun  
\*Awaiting FAA Response regarding contract solicitation requirements

### Coosawhatchie Fire-Rescue Station

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The work authorization to proceed with design and GMP development was approved in the October board meeting. Programming and site selection for the fire station has begun.

### Jasper County Courthouse Renovations

---

Planning / Budgeting Phase is on-going (FY 2024)

### Capital Planning – additional projects awaiting work authorizations

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#### FY 2023

- Detention Center
- Sheriff's Office
- Clementa C. Pinckney Government Building
- Ridgeland Graded School Building
- Department of Social Services
- Emergency Services Building
- Office for Board of Election Supervisors

#### FY 2024

- Criminal Investigation Division
- Levy Fire Station
- Animal Rescue Mission
- Magistrate's Office
- Masterplanning Services

**UPCOMING APPROVALS:**

- Architect Contract for courthouse renovation design and Coosawhatchie design
- Work Authorizations for courthouse

**PROJECT PHOTOS:**

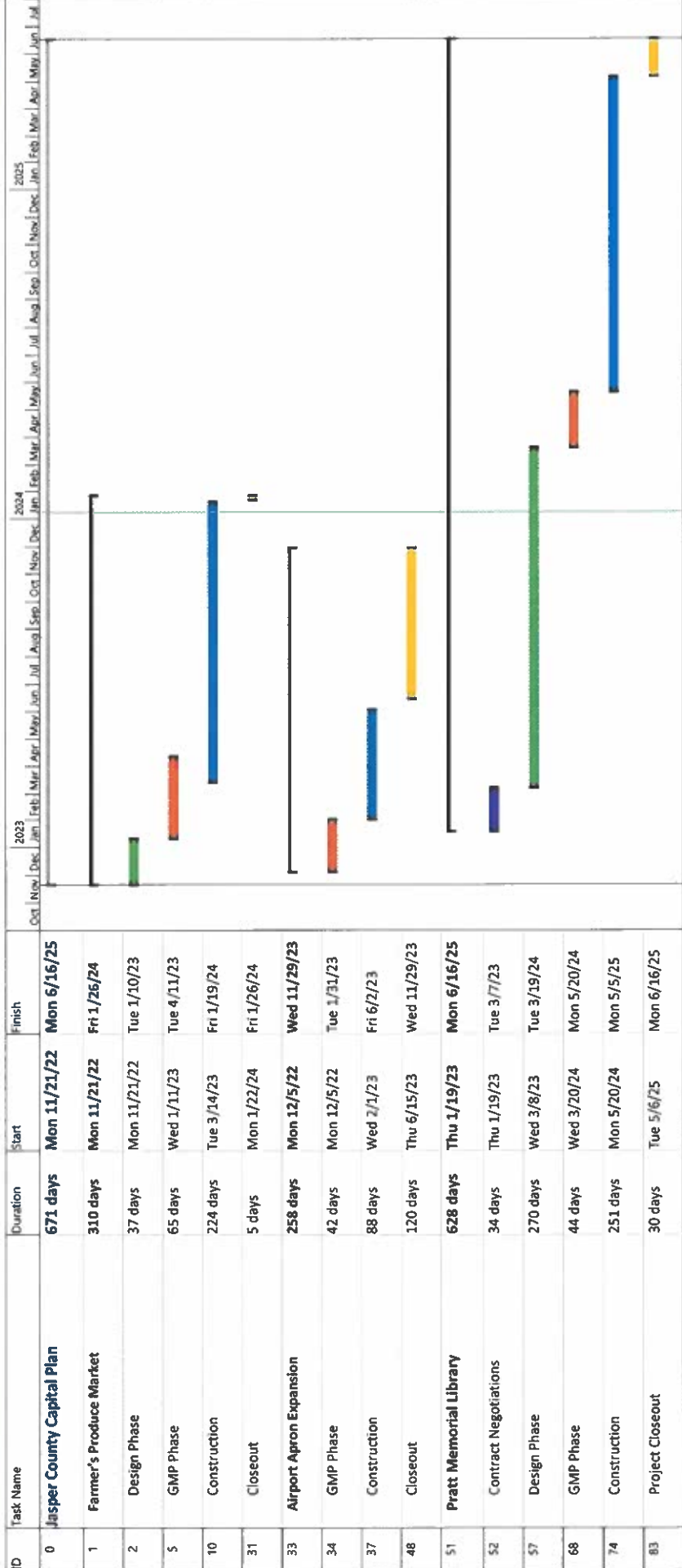
*Progress photos will be provided for each project as construction gets underway.*

**Ridgeland-Claude Dean Airport Apron Expansion:**



**Jasper County Farmer's Produce Market:**







## OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building  
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)

Tisha L. Williams  
Executive Assistant

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

### **Progress Report December 5, 2023 – January 16, 2024**

1. SC City and County Management Association (SCCCMA):  
Participated in a scholarship committee meeting on Dec. 11. I will be attending the organization's winter meeting Jan. 17-19.
2. Ridgeland-Claude Dean Airport:  
Attended Airport Commission meetings on Dec. 13 and Jan. 10.  
Participated in several telephone calls and one virtual meeting on Jan. 8 re: previously discussed runway length justification study proposal. To be discussed with Council at the Jan. 16 County Council meeting.
3. Exit 3:  
Recent activity listed in the Administrator's Report.
4. Jasper County v. Alvin Adkins and the Board of Voter Registration and Election of Jasper County:  
Reviewed and distributed most recent appeal. To be discussed with County Council in executive session on Jan. 16
5. Various Development Projects:  
Attended meetings with County staff, SCA staff, and outside counsel on Jan. 3 and Jan. 10 to discuss active economic development projects.
6. Other Meetings/Events Attended or Scheduled to Attend:  
County holiday luncheon on Dec. 7, Jasper County Airport Commission workshop and meeting on Dec. 13, called County Council meeting on Dec. 18, and Jasper County Airport Commission meeting on January 10.



December 4, 2023

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

**RE: Programming Advisory**

Dear Mr. Fulghum:

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we wanted to notify you that the DW Deutsch+ channel is ceasing operations on December 31, 2023. As a result, the DW Deutsch+ channel will no longer be available as part of our lineup. As a function of this change, we have implemented a channel slate (advising of unavailability) on the channel and activated [www.xfinity.com/programmingchanges](http://www.xfinity.com/programmingchanges) to help keep our customers informed during this period.

Sincerely,

Shaneak Brown  
Manager, Government Affairs



December 4, 2023

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

**RE: Programming Advisory**

Dear Mr. Fulghum:

As part of our ongoing commitment to keep you and our customers informed about changes to Xfinity TV services, we wanted to notify you that the Z Living channel is ceasing operations on December 31, 2023. As a result, the Z Living channel will no longer be available as part of our lineup. As a function of this change, we have implemented a channel slate (advising of unavailability) on the channel and activated [www.xfinity.com/programmingchanges](http://www.xfinity.com/programmingchanges) to help keep our customers informed during this period.

Sincerely,

Shaneak Brown  
Manager, Government Affairs



South Carolina  
Department of Transportation

Christy A. Hall, P.E.  
Secretary of Transportation  
803-737-0874 | 803-737-2038 Fax

November 28, 2023

John Robinson, Interim Beaufort County Administrator  
Andy Fulghum, Jasper County Administrator  
Michael Czymbor, Hardeeville City Manager

Dear Sirs:

I wanted to follow up to my letter from September 13, 2023 as it pertains to the widening of US-278 between I-95 and SC-170 and the Triangle Project (SC-170/Argent/US-278).

It is my understanding that the Lowcountry Area Transportation Study (LATS) will consider allocating \$4.5 million toward the preliminary engineering of both projects in December. It is the South Carolina Department of Transportation (SCDOT)'s understanding the current cost estimate of these projects is likely to exceed \$300 million, a project that well exceeds SCDOT's annual allocation of \$8.5 million of LATS.

The LATS \$4.5 million allocation is likely insufficient to cover the cost of environmental and initial activities needed to move this project into reality. Given the finite amount of LATS funding, the uncertainty around passage of the pending referenda in Beaufort and Jasper Counties, and the availability of funding from outside sources such as a discretionary grants from the US Department of Transportation or the State Infrastructure Bank, we recommend that Beaufort and Jasper Counties manage these projects locally. This will allow the decisions on how these roads will be shaped to be done locally as a funding plan is developed for the project and will allow the best use of both state and local resources.

SCDOT is willing to initiate procedures for one of your jurisdictions to be named a Local Participating Agency (LPA) to allow you to administer the federal funds from LATS toward your proposed projects and will provide technical assistance and guidance as you develop the projects.

I have asked Director of Local Government Services, Roxanne Ancheta, to be prepared to review an LPA application should you choose to pursue this route. Thank you for your continued interest in improving the state's transportation system.

Sincerely,

Christy A. Hall, PE  
Secretary of Transportation

Post Office Box 191  
955 Park Street, Room 309  
Columbia, SC 29202-0191



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Affirmative Action Employer  
855-GO-SCDOT (855-467-2368)



## Tyler's Favorites:

Holiday: Christmas

Season: Hunting Season

Color: **Red**

Hobbies: Hunting, volunteer firefighting and spending time with my daughter.

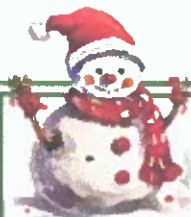
Place traveled: Mississippi

Dream Travel Destination:  
Normandy

What would you do if you won \$1,000,000? Retire early and buy lots of land in Mississippi and Illinois.



Tyler is a Firefighter/EMT for Jasper County Emergency Services. He has been with the County since the Spring of 2022. Tyler has a three year old daughter, Laken, and a dog named Drake



Quote: **Do not over complicate the job.**





# TARA HAYES

## Tara's Favorites:

**Holiday:** Halloween (also her birthday!)

**Season:** Autumn

**Color:** Gray

**Hobbies:** Reading and listening to music.

**Place traveled to:** Bahamas

**Place you want to visit:**  
French Polynesia

**If you won \$1,000,000, what would you do with it?** Buy a tractor!

**Quote:** Your actions speak so loudly,  
I cannot hear what you are saying.  
-Ralph Waldo Emerson



Tara has been with the county since March 2023. She is our Planning & Zoning Coordinator. She is married with four children, 1 daughter-in-law, 3 dogs, 7 cats, a bearded dragon, 9 ducks and 35 chickens. She even brings several, fresh chicken eggs to the break room for other county employees to enjoy.

happy

FROM THE OPEN LAND TRUST



FROM THE OPEN LAND TRUST

holidays



HAPPY HOLIDAYS!

With your support and the support of friends and neighbors we are able to conserve the places we know and love. Thank you for helping us preserve nature's gifts.

▼vistaprint.

January 6, 2024  
Via Email

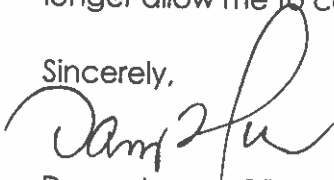
Ms. Sabrena Graham  
Executive Director  
Lowcountry Council of Governments  
634 Campground Road  
Yemassee, SC 29945

RE: Lowcountry Agency on Aging

Ms. Graham,

I regret to inform you and the LCOG Board of Directors of my need to resign representation on the Lowcountry Agency on Aging. Please institute the necessary mechanism to secure a replacement. My duties at Jasper County Government no longer allow me to continue in service to LAAC.

Sincerely,

A handwritten signature in black ink, appearing to read "Danny Lucas". The signature is fluid and cursive, with a large loop at the end.

Danny Lucas, CPM  
Director, Development Services Division  
Jasper County Government

CC: Andrew Fulghum, Jasper County Administrator.

## Andrew Fulghum

---

**From:** Danny Lucas  
**Sent:** Monday, January 8, 2024 10:23 AM  
**To:** Andrew Fulghum  
**Subject:** FW: Lowcountry Area Agency on Aging

---

**From:** Sabrena Graham <[sgraham@lowcountrycog.org](mailto:sgraham@lowcountrycog.org)>  
**Sent:** Monday, January 8, 2024 9:45 AM  
**To:** Danny Lucas <[dllucas@jaspercountysc.gov](mailto:dllucas@jaspercountysc.gov)>  
**Cc:** Letisha Scotland <[lscotland@lowcountrycog.org](mailto:lscotland@lowcountrycog.org)>  
**Subject:** RE: Lowcountry Area Agency on Aging

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

Good morning Mr. Lucas,

Thank you for your service on the LAAC committee. I understand obligations warrant you resign from the committee. We will move to find a new member from Jasper County to serve.

Thanks again,

*Sabrena*  
843.473.3990



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---

**From:** Danny Lucas <[dllucas@jaspercountysc.gov](mailto:dllucas@jaspercountysc.gov)>  
**Sent:** Saturday, January 6, 2024 9:38 PM  
**To:** Sabrena Graham <[sgraham@lowcountrycog.org](mailto:sgraham@lowcountrycog.org)>  
**Cc:** Andrew Fulghum <[afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)>  
**Subject:** Lowcountry Area Agency on Aging

Ms. Graham,  
I hope the New Year finds you well and in good health.

Please see the attached.

Danny Lucas, CPM  
Director, Development Services Division  
Jasper County Government  
PO Box 653  
1765 Grays Highway  
Ridgeland, SC 29936  
(843) 547-8383  
(843) 929 – 8277





December 12, 2023

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

Dear Mr. Fulghum,

On behalf of the rest of the CommunityWorks team, I am writing to thank you for the opportunity to help launch the regional housing trust, now officially the Beaufort Jasper Housing Trust (BJHT). As you know, for over two years, we have worked closely with your leadership team through SoLoCo and your appointed Board member, to support the foundational steps necessary to establish a regional housing fund. As you recall from the Asakura Robinson study, a Community Development Financial Institution (CDFI) partnership to support the Fund in these early days was a key first step. We are thankful to have been your partner.

As a statewide CDFI with a long track in affordable housing lending and a leader in the launch of both the Greenville and Spartanburg Housing Funds, we were honored to be the initial Fund Administrator to support the Regional Trust's critical first year. We are excited about the progress the Trust has made in such a short time frame including the following accomplishments:

- Developed and launched the Trust's first funding round and approved over \$1.5M for the first project, Carrington Manor (leveraging \$1M from CW and \$500,000 from the Trust)
- Leveraged additional capital working with Sen. Davis for \$2M in appropriations.
- Established 501 c 3 nonprofit designation and
- Hired the first official staff person for the Trust.

As the Trust defines its next 3-year action plan for future programming and financing, CommunityWorks stands ready and willing to support the Trust in increasing the production and preservation of affordable workforce housing in the region. As part of their strategic planning, the BJHT Board will define the next level of staffing, administration, financing, and funding needed to develop and implement their 3-year goals. Having accomplished these initial goals and with the new direction of the board, CommunityWorks will be closing out our initial agreement with Beaufort County as the Fund Administrator. We will work with the Board and SoLoCo partners to determine how best we can support the Trust moving forward.

With over 15 years of experience in affordable housing and small business lending, we are committed to support your community economic development financing needs and hope to partner with you and the Trust on future projects. We remain committed to the region. Brad Mole, as the CommunityWorks Regional Program Manager, will remain engaged in the community on our behalf, offering all our financial programs and products to the area. We hope to lend our experience and expertise where needed, offer to participate on future financing deals, and bring additional capital and resources to the region to support housing goals for both your individual projects and the Trust's.

As we head into 2024, I look forward to the success of the Trust as it enters its next chapter of development. I also hope to reconnect with you and your team to discuss how we can support your affordable housing and community development financing goals moving forward. Dana Totman, Interim Director for the Beaufort Jasper Housing Trust can be reached at [dtotman@bjht.org](mailto:dtotman@bjht.org).

Sincerely,

LaTorrie Geer, CEO

# IMPACT SUMMARY ALL TIME



**861**  
MICRO & SMALL BUSINESSES  
SERVED THROUGH FINANCING  
(Including PPP loans)



**\$15,191,326**  
OF AFFORDABLE HOUSING /  
COMMUNITY LOANS



**\$6,494,796**  
MICRO & SMALL BUSINESSES  
SERVED THROUGH FINANCING



**585**  
CLIENTS SERVED THROUGH  
BUSINESS & FINANCIAL  
COACHING



**662**  
NEW HOMEOWNERS THROUGH  
DOWN PAYMENT ASSISTANCE



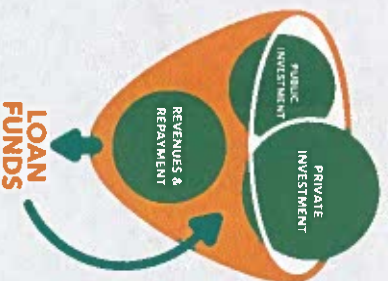
**794**  
CLIENTS SERVED THROUGH THE  
WOMEN'S BUSINESS CENTER

## INVESTING IN COMMUNITYWORKS

CommunityWorks accepts public and private investments including grants and donations. This capital is used to meet the needs of the community, providing operational support and earned revenue from loans deployed.

**You can invest in CommunityWorks through:**  
Contributions, including tax deductible grants and traditional financial contributions.

[communityworkscarolina.org](http://communityworkscarolina.org) | 864.235.6331



## PRODUCTS & SERVICES

### LENDING

#### Small & Microbusiness Lending

Loans ranging from \$900 to \$350,000 to support both existing and start-up small and microbusinesses.

#### Community Lending

Loans up to \$1.5M to support affordable housing development, community facilities, and commercial revitalization to strengthen low-wealth communities.

#### Down Payment Assistance

Forgivable loans up to \$10,000 in down payment and closing cost assistance to make homeownership an attainable goal.

### SUPPORT SERVICES

#### Business Support

Provides customers with access to personalized business support for loan clients.

#### Financial Wellness Coaching

A personal financial coaching session where customers discuss credit, create a budget and make a plan to achieve their financial goals.

#### Women's Business Center

A comprehensive training and counseling center to foster business skills.



# COMMUNITYWORKS

WHO WE ARE



## Serving South Carolina since 2008

communityworkscarolina.org | 864.235.6331

"The classes and coaching at the CommunityWorks Women's Business Center have helped me in developing my business and making critical decisions that are sometimes against the norm but keep my businesses stable and sustainable."

- Tracy Fields  
Frad Bright Therapy  
and Consultation



### OUR MISSION

We are committed to creating a brighter future for financially underserved people and places in South Carolina by providing equitable financial products and services to build wealth.

### WHAT WE DO

Small and microbusiness financing and support, affordable housing and community lending, down payment assistance, and more.



Small & Microbusiness Loans



Community Lending



Down Payment Assistance



Women's Business Center



Business Support & Financial Wellness

### OUR CLIENTS

74% BLACK

71% FEMALE

73% LOW-WEALTH

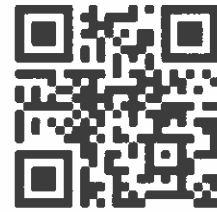




**CommunityWorks**

Building People & Places

# LENDING & LOAN PRODUCTS



## SMALL & MICROBUSINESS LENDING

- Credit Builder Secured Savings | Up to \$900
- Express Loans | \$1,000-\$10,000
- Express Plus Loans | Up to \$15,000
- Microbusiness Loans | Up to \$50,000
- Start-up Microbusiness Loans | Up to \$50,000
- Small Business Loans | Up to \$350,000

## COMMUNITY DEVELOPMENT LENDING

- Affordable Housing Development Loans
- Commercial Facilities Loans
- Community Loans
- Spartanburg Housing Fund

## DOWN PAYMENT ASSISTANCE

- Greenville County Homebuyer Assistance Program
- City of Spartanburg Homebuyer Assistance Program
- PRISMA Health Employer Assisted Housing Program
- Northside Development Group Home Buyer Assistance Program
- Beaufort Memorial Employer Assisted Housing Program
- City of Beaufort Employer Assisted Housing Program
- Spartanburg Regional Healthcare System Employer Assisted Housing Program
- City of Goose Creek Employer Assisted Homebuyer Program

# AGENDA

ITEM's # 18 - 24

Consent Agenda Items

DUE TO THE COVID-19 CONSIDERATIONS, ALL **IN-PERSON COUNCIL MEETINGS** MAY BE REPLACED WITH EITHER **ELECTRONIC OR HYBRID ELECTRONIC/PHYSICAL MEETINGS**

**Watch Live via YouTube at:**

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

**PROPOSED**  
**2024 County Council Meeting Schedule**

THE JASPER COUNTY COUNCIL MEETS ON THE FIRST MONDAY OF EACH MONTH AND THE THIRD MONDAY OF EACH MONTH FOR EXECUTIVE SESSION AT 5:30PM AND AT **6:30PM** FOR THE REGULAR COUNTY COUNCIL MEETING SESSION. IF THE FIRST OR THIRD MONDAY FALLS ON A HOLIDAY, THE COUNCIL WILL MEET ON **TUESDAY** OF THAT WEEK.

**Regular Session Council Meeting Date and Time Schedule**

- JANUARY 16, 2024 - 6:30PM (Tuesday)
- FEBRUARY 5, 2024 - 6:30PM
- FEBRUARY 20, 2024 - 6:30PM (Tuesday)
- MARCH 4, 2024 - 6:30PM
- MARCH 18, 2024 - 6:30PM
- APRIL 1, 2024 - 6:30PM
- APRIL 15, 2024 - 6:30PM
- MAY 6, 2024 - 6:30PM
- MAY 20, 2024 - 6:30PM
- JUNE 3, 2024 - 6:30PM
- JULY 15, 2024 - 6:30PM
- AUGUST 19, 2024 - 6:30PM
- SEPTEMBER 3, 2024 - 6:30PM (Tuesday)
- SEPTEMBER 16, 2024 - 6:30PM
- OCTOBER 7, 2024 - 6:30PM
- OCTOBER 21, 2024 - 6:30PM
- NOVEMBER 4, 2024 - 6:30PM
- NOVEMBER 18, 2024 - 6:30PM
- DECEMBER 2, 2024 - 6:30PM

DATES AND TIMES ARE SUBJECT TO CHANGE

SPECIAL MEETINGS CAN BE CALLED WITH 24 HOURS PUBLIC NOTICE

FOR ADDITIONAL INFORMATION CONTACT: 843-717-3696

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

**REQUEST FOR PROPOSALS (RFP)**  
**TERMINAL SOUTH**  
**REDEVELOPMENT**



**AIRPORT**  
**RIDGELAND, SC**

**December 12, 2023**

## **I. PURPOSES**

The purposes of the Terminal South Redevelopment are to:

- Provide for the efficient development/redevelopment of airport property;
- Solicit proposal(s) demonstrating highest & best use of limited acreage available for development/redevelopment;
- Extend priority to proposals providing aeronautical services to the flying public;
- Insure design and construction of consistent, high-quality infrastructure;
- Protect and enhance airport investments.

## **II. SCOPE**

Jasper County, South Carolina d/b/a SkyBlue Aviation is seeking proposals from qualified persons or entities to provide hangars and associated structures to conduct select aeronautical services for the redevelopment of the Ridgeland – Claude Dean Airport, Terminal South. The Airport will enter into appropriate ground lease(s) and operating agreement(s) with the successful Proposer(s).

## **III. AIRPORT**

The Ridgeland – Claude Dean Airport (Airport) is located in Ridgeland, South Carolina and owned by the Jasper County Council. The County Council provides policy direction for the Airport through the County Administrator. Operational control of the Airport is vested in the Jasper County Administrator and further delegated to the Development Services Director. The Airport Manager and staff conduct the day-to-day business operations and maintenance of the Airport.

The Airport is classified by the Federal Aviation Administration (FAA) as a non-primary airport serving primarily the General Aviation sector. Jasper County provides Fixed Based Operator (FBO) services d/b/a SkyBlue Aviation and is responsible for providing aviation fuel and other aeronautical services at its sole discretion. The Airport has approximately 70 based aircraft; including 3 turbine aircraft. There are 42 aircraft storage hangars located on the field.

The Airport is a federally obligated airport and is a member of the National Plan of Integrated Airport Systems (NPIAS). A new 4,200-foot Runway 18/36 with parallel Taxiway Alpha was officially commissioned February 2020. The original Runway 03-21 was converted to Taxiway Bravo. A Medium Intensity Runway Lighting System (MIRL), Runway Identifier Lights (REILS) and Precision Approach Path Indicator (PAPI) are also available. An 84,000 square foot apron and 32-stall parking lot was opened in October 2020. A 3,600 square foot temporary terminal/FBO opened June 2022. An additional 84,000 square foot apron opened April 7, 2023. Future facilities to be constructed include:

- ✓ Aviation Fuel Farm
- ✓ Permanent Terminal/FBO Building
- ✓ Automated Weather Observation System (AWOS)
- ✓ RNAV GPS Instrument Approach
- ✓ T – Hangar Taxilanes and T-Hangars

**IV. OPPORTUNITIES FOR TERMINAL SOUTH REDEVELOPMENT**

The Airport has a need to establish reliable, defensible levels of service, incumbent of a full-service airport, catering to the flying public and the airport’s clientele, discriminating aircraft owners and commercial operators.

Terminal South is the legacy airport approximated by 76 acres comprised of the old Runway 03 – 21 paved by the State of South Carolina in 1960. There are 42 legacy hangars, privately owned, constructed in the intervening years.

The Airport is positioned in the high-growth area serving the South Carolina Lowcountry of South Carolina and the Coastal Empire of Georgia, approximately 612,000 persons according to the 2020 Census. The County intends to select proposer(s) based upon competitive proposals submitted pursuant to this Request for Proposals (RFP). After evaluation of all proposals, the County intends to enter into agreement(s) with the selected proposer(s).

**V. MINIMUM STANDARDS**

The Proposer(s) shall demonstrate in their proposal(s) the ability to meet or exceed the airport “Minimum Standards for Hangar Construction” , Version May 10, 2019, adopted June 2019, and “Minimum Standards for Aeronautical Services.”

**VI. CONTRACT REQUIREMENTS**

The successful proposer(s) will be required to contract with Jasper County, South Carolina; subject to review by the Federal Aviation Administration (FAA) and South Carolina Aeronautics Commission.

**VII. SELECTION COMMITTEE AND EVALUATION**

The County Administrator, Development Services Director (Airport Manager) and Administrative Services Director (selection committee) will evaluate the submittals received by the aforementioned deadline.

**EVALUATION CRITERIA**

Design & Construction Timetable (20%)
Totality of proposal to provide Terminal South Redevelopment (30%)
Services, equipment and capital investment proposed. (50%)

**VIII. SELECTION OF SUCCESSFUL PROPOSAL**

The Selection Committee will select, in its sole discretion, the proposer(s) that the Airport desires to contract with for hangar development/redevelopment at the Ridgeland – Claude Dean Airport, Terminal South. Under the appropriate ground lease(s) and operating agreements, the selected proposer(s) will meet the Airport’s requirements for hangar and associated structures in accordance with airport “Minimum Standards for Hangar Construction” as it may be modified through negotiations with the Airport and incorporated into the Terminal South Redevelopment Plan.

If the Airport and the selected proposer(s) cannot agree on contract terms or if the selected proposer fails to promptly execute design & construction of hangar(s) and associated structures agreement tendered, the Airport may abandon its discussions with the selected proposer(s) and select other proposer(s) by readvertising the RFP and/or selection from the current and subsequent list of proposers.

**IX. PROPOSAL DEADLINE**

RFP documents nine (9) originals of which must be delivered via mail or in person, and marked “**3J1 Terminal South Redevelopment RFP**” on the outside of the envelope. Mailed documents must be post-marked no later than Friday, March 22, 2024. Documents must be complete and include information requested in these instructions.

Please limit proposals to no more than five (5) pages, single-sided (minimum 11 point font) including cover letter.

**X. PROPOSAL INQUIRIES**

All inquiries concerning technical requirements of this RFP or request for inspection of the airport facilities shall be directed by email to:

Danny Lucas  
Director, Development Services Division  
Jasper County Government  
[dlucas@jaspercountysc.gov](mailto:dlucas@jaspercountysc.gov)

**XI. SUBMITTALS**

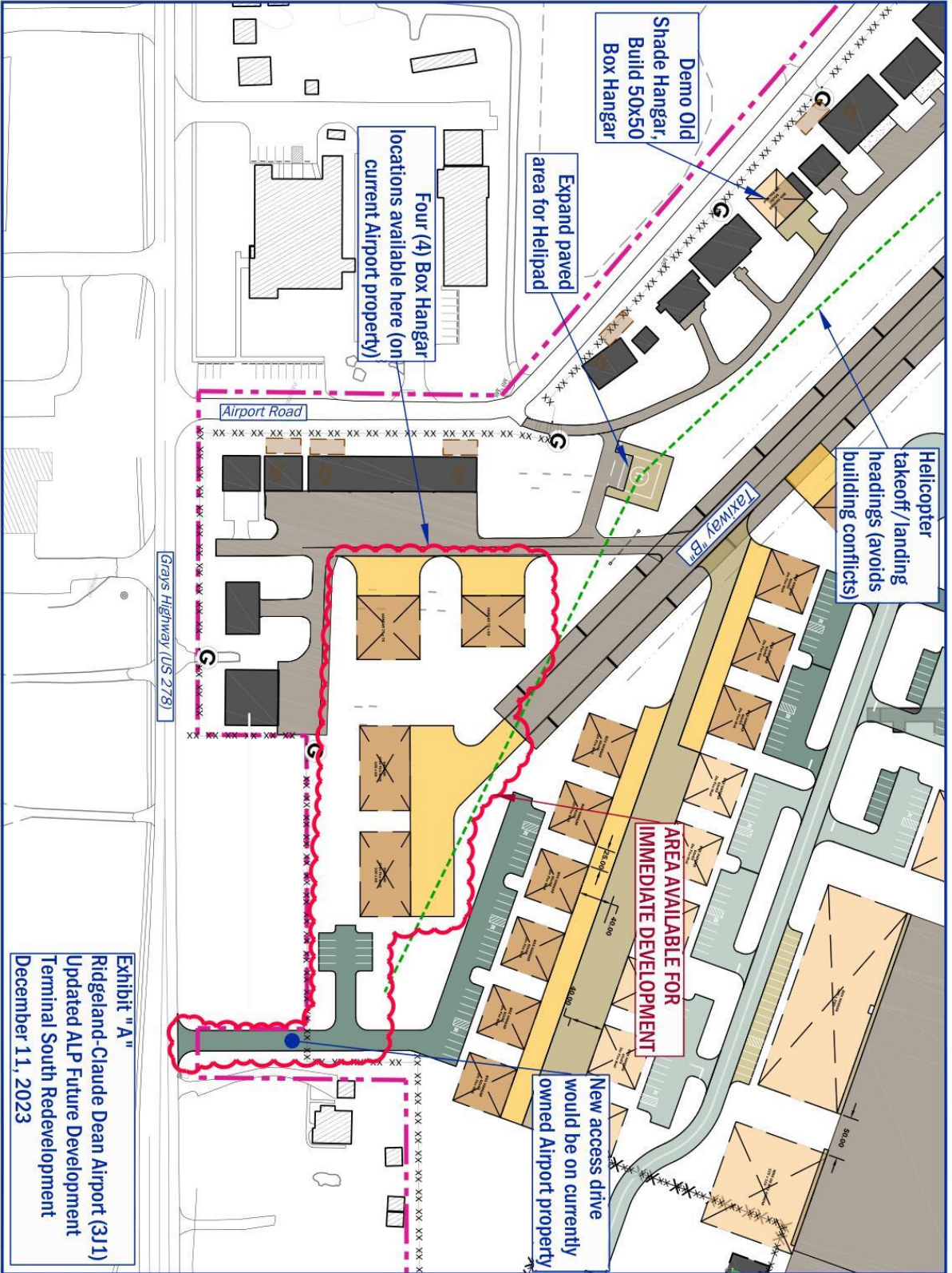
Please submit RFP documents to:

Kimberly Burgess  
Director, Administrative Services Division  
Jasper County Government  
P.O. Box 1149  
358 3<sup>rd</sup> Avenue  
Ridgeland, SC 29936

**XII. EXHIBIT “A”**

The proposer(s) shall use Exhibit “A” as a guide to determine hangar construction opportunities for Terminal South Redevelopment. Exhibit “A” illustrates; but is not restrictive of hangar construction opportunities available to proposer(s). The red scalloped area is available for initial development/redevelopment. The area north of the red scalloped area is not available to this Request for proposals (RFP).





**Exhibit "A"**  
 Ridgeland-Claude Dean Airport (311)  
 Updated ALP Future Development  
 Terminal South Redevelopment  
 December 11, 2023



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR


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

Andrew P. Fulghum  
County Administrator

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

### MEMORANDUM

TO: The Honorable County Council

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

DATE: January 9, 2024

SUBJECT: Request for Technical Assistance from the Trust for Public Land and The Nature Conservancy

---

#### **Background:**

The Trust for Public Land (TPL) works with The Nature Conservancy to help local governments in South Carolina consider methods to fund parks, trails, and land and water protection. This work is funded by the Doris Duke Charitable Foundation and the Gaylord and Dorothy Donnelley Foundation.

TPL has worked on hundreds of successful ballot measures for land conservation and parks, including those in Beaufort, Berkeley, Charleston, and Dorchester Counties. TPL's goal is to provide accurate and objective information for decision makers. They do this by providing technical assistance, conducting research, and providing recommendations. In October 2021, TPL completed the Conservation Finance Feasibility Study for Jasper County which I have included with this memo. That report needs to be updated and County staff desires to work with TPL on matters relating to a proposed transportation sales tax with greenbelt element ballot question this year.

#### **Issue:**

Jasper County has been asked to sign a "Technical Assistance" request letter (draft follows this memo). The letter establishes that the County is interested in receiving relevant information, survey results, etc. There is no cost to the County. If approved, TPL will produce an updated report, conduct research on similar programs throughout South Carolina, and assist the County with public opinion polling and ballot language development.

#### **Action Requested:**

Motion to request technical assistance and authorize the Chairman to sign and submit the letter.

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

APF



# Jasper County Council

---

358 Third Avenue • Courthouse Square  
Post Office Box 1149 • Ridgeland, South Carolina 29936

L. MARTIN SAULS, IV  
Chairman

BARBARA B. CLARK  
Vice Chairwoman

ALVIN "ABBY" ADKINS  
Councilman

JOHN KEMP  
Councilman

COY GARBADE  
Councilman

January 5, 2024

Mr. Will Abberger  
Vice President  
Director Conservation Finance  
The Trust for Public Land  
306 North Monroe Street  
Tallahassee, Florida 32301

Mr. Adam Snyder  
The Nature Conservancy  
120 19th Street North, Suite 200  
Birmingham, Alabama 35203

Dear Mr. Abberger and Mr. Snyder:

By this letter, Jasper County requests technical advice and assistance from the Trust for Public Land and The Nature Conservancy in connection with our efforts to develop and sustain reliable, ongoing sources of funding for land conservation, open space, and natural area protection and stewardship.

As part of your advice and assistance, I understand you will conduct research with affected groups to develop recommendations for Jasper County on strategies for supporting dedicated, ongoing sources of public funds for land conservation and parks.

We are interested not only in the factual information that you can provide, but also your opinions and recommendations on public funding measures available to us and strategies to enact such measures. That would include understanding the public's priorities and attitudes concerning land conservation, water quality, and natural areas—including parks, trails, and fish and wildlife habitat—and how the public would respond to different methods of presenting those issues.

Information provided to Jasper County will be public record as a matter of law. This request does not in any way commit public funds to the efforts of the Trust for Public Land and The Nature Conservancy related to this request, nor does it require public disclosure of any confidential information of either organization.

PHONE: (843) 717-3696

# *Jasper County Council*

This request will continue in effect for any advice you offer or presentations you submit for the use of this body related to such matters. In addition, we would like to take this opportunity to request that you continue to be available to provide technical advice and assistance in this area and on related matters in the future.

Thank you.

Sincerely,

L. Martin Sauls, IV  
Chairman, Jasper County Council


CONSERVATION FINANCE FEASIBILITY STUDY | OCTOBER 2021

---

# JASPER COUNTY, SOUTH CAROLINA



THE  
TRUST  
**FOR**  
**PUBLIC**  
**LAND**



**Jasper County Council**  
358 Third Avenue • Courthouse Square  
Post Office Box 1149 • Ridgeland, South Carolina 29936

HENRY ETHERIDGE  
*Chairman*

BARBARA B. CLARK  
*Vice Chairwoman*

THOMAS JOHNSON  
*Councilman*

L. MARTIN SAULS, IV  
*Councilman*

DR. CURTIS BRANTLEY  
*Councilman*

August 19, 2020

Mr. Will Abberger,  
Vice President and Director,  
Conservation Finance  
The Trust for Public Land  
306 North Monroe Street  
Tallahassee, FL 32301

Mr. Adam Snyder,  
Conservation Campaigns Manager  
The Nature Conservancy  
2100 1<sup>st</sup> Avenue North  
Birmingham, AL 35203

Dear Mr. Abberger and Mr. Snyder

The Jasper County, SC County Council requests technical advice and assistance from The Trust for Public Land, The Nature Conservancy and the Beaufort County Open Land Trust in connection with our efforts to develop and sustain reliable, ongoing sources of funding for parks and land and water conservation.

As part of your advice and assistance, I understand you will conduct research with affected groups to develop recommendations for the Jasper County Council on strategies for supporting dedicated, ongoing sources of public funds for parks and land conservation.

We are interested not only in the factual information that you can provide, but also your opinions and recommendations on public funding measures available to us and strategies to enact such measures. That would include understanding the public's priorities and attitudes concerning land preservation, water quality and natural areas—including parks, trails, and fish and wildlife habitat—and how the public would respond to different methods of presenting those issues.


Information provided to the County Council will be public record as a matter of law. This request does not in any way commit public funds to the efforts of The Trust for Public Land, The Nature Conservancy and the Beaufort County Open Land Trust related to this request, nor does it require public disclosure of any confidential information of either organization.

PHONE: (843) 717-3696

**Jasper County Council**

This request will continue in effect for any advice you offer or presentations you submit for the use of this body related to such matters. In addition, we would like to take this opportunity to request that you continue to be available to provide technical advice and assistance in this area and on related matters in the future.

Sincerely,



Chairman Henry Etheridge

PHONE: (843) 717-3696

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Cover Photo: Darcy Kiefel.



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## INTRODUCTION

The Trust for Public Land works to protect the places people care about and to create close-to-home parks—particularly in and near cities, where 80 percent of Americans live. Our goal is to ensure that every child has easy access to a safe place to play in nature. We also conserve working farms, ranches, and forests; lands and buildings of historical and cultural importance; rivers, streams, coasts, and watersheds; trails and other special places. Since 1972, the Trust for Public Land has protected more than 3.7 million acres and completed more than 5,000 park and conservation projects.

The Trust for Public Land’s Conservation Finance program helps state and local governments design, pass, and implement legislation and ballot measures that create new public funds for parks and land conservation. We’ve helped pass more than 600 ballot measures—an 83 percent success rate—creating \$83 billion in voter approved funding for parks, land conservation, and restoration. Most recently in South Carolina, in 2019 the Trust for Public Land assisted Dorchester County in passing a \$38 million bond for parks and open space. The measure passed with 67 percent support.

The Trust for Public Land has undertaken feasibility research to explore funding options to preserve Jasper County’s land and natural character, and to develop parks for current and future residents. Given the substantial investment of time and resources required for a successful conservation finance initiative, preliminary research is essential to determine the feasibility of such an effort. This study presents several viable local public options for funding land conservation and parks in the county and provides analysis of which local options and funding levels are feasible, economically prudent, and likely to be publicly acceptable. This research provides a stand-alone, fact-based reference document that can be used to evaluate financing mechanisms from an objective vantage point.<sup>1</sup>

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<sup>1</sup> This feasibility study is not a legal document and should not be relied upon for legal purposes or a legal opinion. The contents of this report are based on the best available information at the time of research and drafting, February-March 2021, with an update in October 2021 for some financial information.

## EXECUTIVE SUMMARY

The Trust for Public Land has undertaken a feasibility analysis to explore the public funding options available to support parks and conservation in Jasper County. In order to understand what would be an appropriate funding source, this report first briefly delves into the county's background for a general overview of its people, government structure, and budget. Next, the report analyzes possible financing alternatives for funding parks and conservation, including the authority for their use and revenue raising capacity. Finally, since most revenue options require approval by voters, this report provides pertinent election information, such as voter turnout history and election results for recent local finance measures.

Local governments in South Carolina have three main financing options available to acquire land for parks, open space and other natural areas: general obligation bonds, property tax, and sales tax. This study provides information on these three options for Jasper County, which are summarized in Appendix A.

- **General obligation bonds:** Counties may issue general obligation bonds, the proceeds of which may be used for the acquisition of parks and open space. General obligation bonds are generally re-paid by an increase in property taxes. Bond proceeds are limited to capital projects and may not be used for operations and maintenance. In Jasper County, for instance, an \$8 million bond would add about \$589,000 to the county's annual debt service and cost the typical homeowner in the county about \$24 per year in additional property taxes for 20 years.
- **Sales tax:** Upon expiration of the transportation sales tax in 2027, Jasper County could levy the capital projects sales tax. The 1 percent sales tax would generate more than \$4.2 million annually at a cost of \$105 to the median household each year. The county could also use transportation sales tax funds for transportation-related recreation projects, such as trails.
- **Property tax:** There is no means to permanently dedicate an increase in property taxes to a particular purpose. However, a dedication can be approved by the County Council on an annual basis. The council could dedicate a portion of the increased millage from year to year, or a portion of the existing millage, to parks and conservation by ordinance. For example, 4 mills dedicated to parks and conservation would generate roughly \$640,000 per year at a cost of \$27 for the median household.

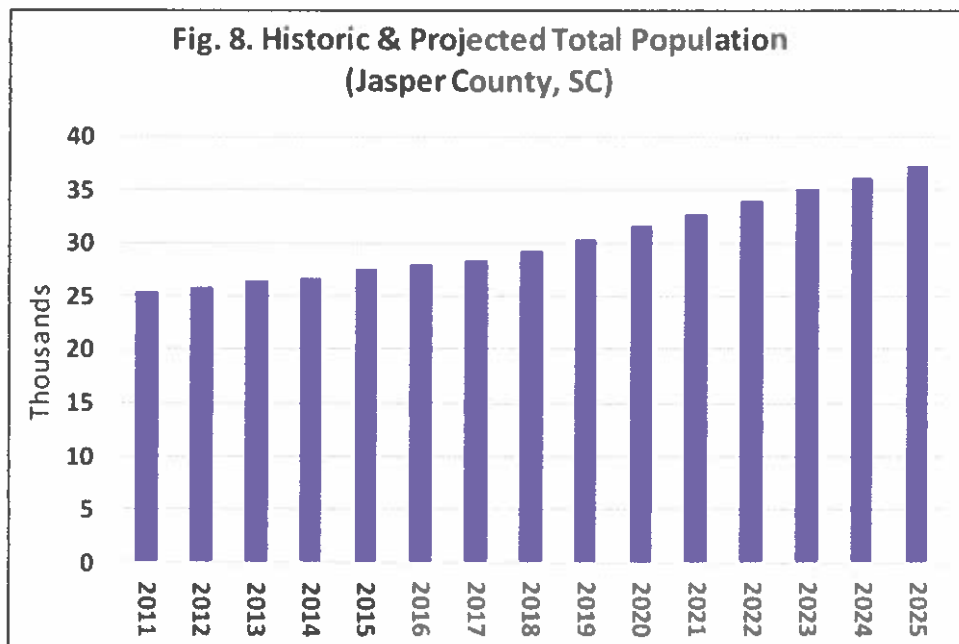
The next steps for Jasper County should include testing voter attitudes toward a specific set of funding proposals. The Trust for Public Land recommends conducting a public opinion survey that tests ballot language, tax tolerance, and program priorities of voters throughout the county.

## OVERVIEW

Jasper County was founded in 1912 and is located in the southeastern part of South Carolina, just north of Savannah, Georgia. The county currently occupies a land area of 662 square miles. The county provides a full range of services including: police and fire protection, the maintenance of highways, streets and other infrastructure, recreational activities and cultural events, sanitation services, emergency medical services, E-911 and court services.

Jasper County is located west of Beaufort County and the Towns of Bluffton and Hilton Head Island. There are two municipalities within Jasper County – the Town of Ridgeland, which is the county seat and located in the center of the county, and the City of Hardeeville, which is located in the southern portion of the county. Interstate 95 (I-95) runs north and south through the middle of the county for a distance of 36 miles with seven interchanges. Two primary corridors, US 278 running east/west and SC 170 running north/south, accommodate much of the tourist traffic in both Jasper and Beaufort Counties. Most of Jasper County’s large-scale residential and commercial growth is occurring along these corridors.

A 2006 study completed by Clemson University projected that Jasper County would grow in population to 177,000 residents by 2026. The county commissioned a refresh of the study to reevaluate current service costs associated with growth.<sup>2</sup> The updated study was released in October 2020. The county population is now projected to reach approximately 37,000 by 2025.<sup>3</sup>



<sup>2</sup> Jasper County Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2019

<sup>3</sup> Clemson University, Regional Economic Analysis Laboratory, "Fiscal Projection for Governments of Jasper County, City of Hardeeville, Town of Ridgeland & the Jasper County School District," October 15, 2020.

## Governance

Jasper County operates under the council administrator form of government. Policy-making and legislative authority are vested in a governing council consisting of five members. The governing council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring both the government’s administrator and attorney. The council members serve four-year staggered terms, with council members elected every two years. Four of the council members are elected from districts and one member is elected at large.<sup>4</sup> Two council seats will be up for election in November 2022.

Jasper County Council		
Name	Seat	Next Election
Barbara Clark (D)	Chairperson	2024
Dr. Curtis Brantley (D)	Vice Chairperson	2022
John Kemp (R)	Council Member, At Large	2024
Alvin Adkins (D)	Council Member	2024
L. Martin Sauls, IV (D)	Council Member	2022

## Demographics

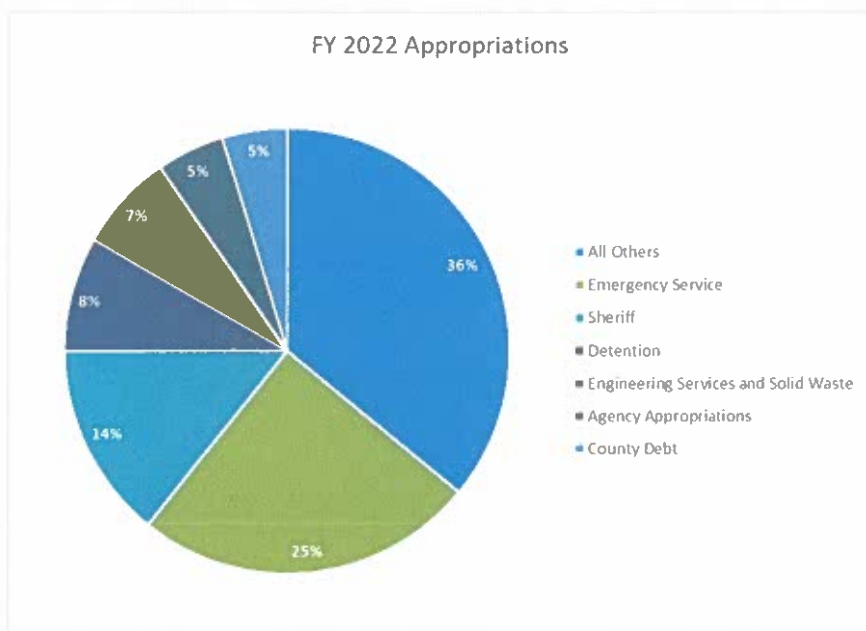
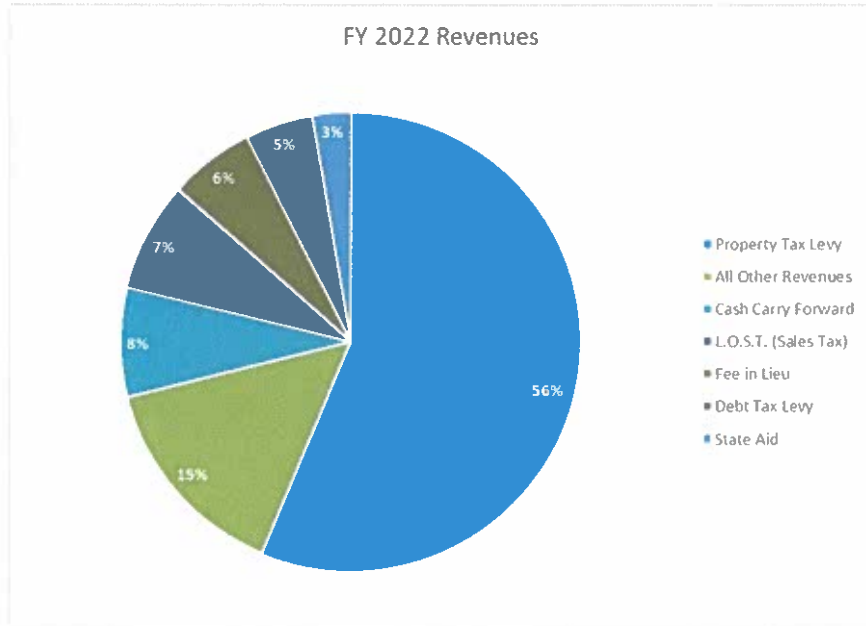
The table below provides a summary of Jasper County’s demographic information, with South Carolina statistics for comparison.

Jasper County Demographics				
		Note	Jasper County	South Carolina
Population	Population estimates, July 1, 2019, (V2019)		30,073	5,148,714
	Population estimates base, April 1, 2010, (V2019)		24,791	4,625,366
	Population, percent change - April 1, 2010 (estimates base) to July 1, 2019, (V2019)		21.3%	11.3%
Race & Hispanic Origin	White alone, percent		55.8%	68.6%
	Black or African American alone, percent	(a)	40.8%	27.0%
	American Indian and Alaska Native alone, percent	(a)	0.8%	0.5%
	Asian alone, percent	(a)	0.9%	1.8%
	Native Hawaiian and Other Pacific Islander alone, percent	(a)	0.1%	0.1%
	Two or More Races, percent		1.6%	2.0%
	Hispanic or Latino, percent	(b)	13.9%	6.0%
Housing & Families	White alone, not Hispanic or Latino, percent		43.8%	63.7%
	Median value of owner-occupied housing units, 2015-2019		\$166,200	\$162,300
	Median gross rent, 2015-2019		\$929	\$894
Education	Language other than English spoken at home, percent of persons age 5 years+, 2015-2019		13.0%	7.2%
	High school graduate or higher, percent of persons age 25 years+, 2015-2019		81.8%	87.5%
	Bachelor's degree or higher, percent of persons age 25 years+, 2015-2019		17.8%	28.1%
Income & Poverty	Median household income (in 2019 dollars), 2015-2019		\$45,601	\$53,199
	Per capita income in past 12 months (in 2019 dollars), 2015-2019		\$24,566	\$29,426
	Persons in poverty, percent		17.2%	13.8%
<i>Source: US Census Quickfacts</i>				
<i>Notes: (a) Includes persons reporting only one race</i>				
<i>(b) Hispanics may be of any race, so also are included in applicable race categories</i>				

<sup>4</sup> Jasper County Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2019

## Budget

Jasper County’s budget for FY 2022 totals \$40,241,988. Property taxes make up 56 percent of the county’s revenues. Parks and Recreation’s budget of \$620,120 is 1.5 percent of total appropriations. Sergeant Jasper Park has a separate budget of \$272,475 or 0.7 percent of total appropriations.<sup>5</sup>



<sup>5</sup> Jasper County FY 2021-2022 Budget

## GENERAL OBLIGATION BONDS

Local governments in South Carolina issue both general obligation debt and revenue debt. General obligation debt is guaranteed by the full faith and credit of the governing body and often backed by the levying of property taxes. Revenue debt is issued for facilities that will generate an income from fees, charges, memberships, etc. that can be used to repay the debt. The revenue is pledged to retire the debt, but if the revenue is not sufficient, the general fund is not necessarily at risk for making up any shortfall. Because of this higher risk, revenue debt generally carries higher interest rates than general obligation debt. Revenue debt is used much more heavily by special purpose districts than by counties, as such this report will focus on general obligation (GO) bonds.

As of June 30, 2020, Jasper County had total long-term obligations outstanding of \$23,060,883. The county’s general obligation bonds are rates AA- by Standard & Poor’s. State statutes limit the amount of general obligation debt a governmental entity may issue, without a referendum, to 8 percent of its total assessed valuation. The current debt limitation for the County is \$12,806,757 with \$6,744,811 of general obligation debt issued that offsets this limit for a legal debt margin of \$6,061,946.<sup>6</sup> Maturity of bonds is limited to 25 years.<sup>7</sup>

### Issuing Debt for Conservation

The table below illustrates the annual debt service and estimated cost per household of various levels of general obligation bonds that could be issued for parks and conservation in Jasper County. For instance, an \$8 million bond would add about \$589,000 to the county’s annual debt service and cost the typical homeowner in the county about \$24 per year in additional property taxes for 20 years.

Jasper County Bond Financing Estimates						
Bond Issue	Interest Rate	Maturity (Years)	Annual Debt Service	Total Assessed Value*	Mill Increase	Annual Cost for Median Home**
\$4,000,000	4.0%	20	\$294,327	\$160,084,466	1.8386	\$12
\$6,000,000	4.0%	20	\$441,491	\$160,084,466	2.7579	\$18
\$8,000,000	4.0%	20	\$588,654	\$160,084,466	3.6771	\$24
\$10,000,000	4.0%	20	\$735,818	\$160,084,466	4.5964	\$31
\$12,000,000	4.0%	20	\$882,981	\$160,084,466	5.5157	\$37
*Jasper County Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2020						
**Median value \$166,200 (US Census Quickfacts) with 4% assessment.						

The Trust for Public Land’s bond cost calculations provide a basic estimate of debt service, tax increase, and cost to the typical homeowner in the community of potential bond issuances. Assumptions include the following: the entire debt amount is issued in the first year and payments are equal until maturity; 20-year maturity; and 4 percent interest rate. The property tax estimates assume that the jurisdiction would raise property taxes to pay the debt service on bonds. The cost per household represents the maximum estimated annual impact of increased property taxes levied to pay the debt service. The estimates do not take into account growth in the tax base due to new construction, annexation over the life of the bonds, or the possibility that the jurisdiction will sell bonds only as needed for specific projects, rather than all at once. The annual debt service and cost per household are the maximum tax impacts that could occur if the

<sup>6</sup> Jasper County Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2020

<sup>7</sup> S.C. Code of Laws, 4-15-70

## CHOOSING A LOCAL FUNDING STRATEGY

The financing options utilized by a community will depend on a variety of factors such as tax capacity, budgetary resources, voter preferences, and political will. While most local governments provide support for conservation programs through the budget process, these funds often fall short of what is needed to support long-term investment in conservation. As elected officials go through the process of making critical budgetary decisions, funding for conservation often lags behind other public purposes and well behind what voters would support. It is often difficult to raise taxes without an indisputable public mandate for the intended purpose.

In the Trust for Public Land’s experience, local governments that create funding through voter-approved ballot measures often create substantially more dedicated funds for conservation. Ballot measures provide a tangible, dedicated means to implement a local government’s vision. With their own funding, local governments are better positioned to leverage grants from state or federal governments or private philanthropic partners, especially those that require matching funds. Having a predictable funding source empowers a city, county, or special district to establish long-term conservation priorities that meet important community goals and values.

Nationwide, a range of public financing options have been utilized by local jurisdictions to fund conservation, including general obligation bonds, the local sales tax, and the property tax. Other mechanisms have included special assessment districts, real estate transfer taxes, impact fees, and income taxes. The ability of local governments to establish dedicated funding depends upon state enabling authority and local laws.

The three major financing options for counties in South Carolina for parks and open space are general obligation bonds, the sales tax, and the property tax.

### Conservation Finance Ballot Measures in South Carolina

Voters in South Carolina have approved 83 percent of all local conservation finance ballot measures since 2000. Bonds are the most common and successful conservation finance mechanism in the state. The table below summarizes these local ballot measures. Appendix B provides a more detailed list.

South Carolina Local Conservation Finance Measures, 2000-present					
Finance Mechanism	Number of Measures	Number Passed	% Passed	Total Funds Approved	Conservation Funds Approved
Bond	11	11	100%	\$255,000,000	\$214,500,000
Property tax	1	1	100%	\$10,000,000	\$10,000,000
Sales tax	6	3	50%	\$3,403,360,000	\$431,571,200
Total	18	15	83%	\$3,668,360,000	\$656,071,200

*Source: The Trust for Public Land’s LandVote Database, www.landvote.org.*

## Single Subject Litigation

In November 2016, voters in Dorchester County, SC approved \$43 million in bonds for libraries and recreational facilities with 61 percent support. A group called “Dorchester County Taxpayers Association” filed a lawsuit claiming the referendum was invalid due to libraries and parks being included in the same ballot question. The county argued the two purposes were similar enough to combine into one referendum. The ballot language is reproduced below.

Shall Dorchester County, South Carolina be authorized to issue general obligation bonds in an amount not to exceed \$30,000,000 for funding the acquisition of land and the design and construction of new library facilities in Summerville and North Charleston and general obligation bonds in an amount not to exceed \$13,000,000 for funding recreational facilities, including development of the Dorchester County Courthouse Park in St. George, the Ashley River Park, and the Pine Trace Natural Area in Summerville, and the development of hiking, biking and pedestrian trails, together with associated infrastructure, at various locations throughout the County?

In September 2016, before the election took place, South Carolina Senator Paul Thurmond wrote to the Office of the Attorney General asking for an opinion on the legality of the wording of the bond referendum. In response, South Carolina Assistant Attorney General Anita Fair wrote:

“It is for all the above reasons we are in agreement with the concerns expressed in your letter and believe a court will likely determine neither the Constitution nor the General Assembly intended to give a county council the authority to combine multiple separate issues for bond issuance into one referendum question, that Article X, § 14(4) of the South Carolina Constitution authorizes for a purpose in the singular and that South Carolina Code § 7-13-400 specifies each question or issue be listed in the singular on the ballot. Moreover, we believe your concerns are further supported by our State’s case law and general bond referendum case law as expressed by McQuillin. However, this Office is only issuing a legal opinion based on the current law at this time and the information as provided to us. Until a court or the General Assembly specifically addresses the issues presented in your letter, this is only an opinion on how this Office believes a court would interpret the law in the matter. Additionally, you may also petition the court for a declaratory judgment, as only a court of law can interpret statutes and make such determinations.”<sup>13</sup>

In December of 2017, First Circuit Court Judge Edgar W. Dickson dismissed the lawsuit, but the plaintiffs immediately asked for reconsideration. The motion for reconsideration was promptly denied by Judge Dickson. The plaintiffs then filed a formal appeal in March of 2017, and the South Carolina Supreme Court heard the case in October of 2018.<sup>14</sup>

In May 2019, the South Carolina Supreme County ruled the 2016 bond referendum question was unlawful. Two issues may NOT be combined into a single referendum.<sup>15</sup>

In November 2019, Dorchester County put two separate bond questions before voters to fund library and parks capital projects and both measures were approved by voters, reaffirming the 2016 vote.

<sup>13</sup> S.C. Office of the Attorney General, September 30, 2016, Opinion on legality of wording of a bond referendum by the Dorchester County Council – whether it is legal to combine both of the requests for authorization to issue bonds for libraries and for parks into one referendum question.

<sup>14</sup> Dorchester County website

<sup>15</sup> Appellate Case No. 2018-000395



entire debt amount is issued at once. The jurisdiction's officials, financial advisors, bond counsel and underwriters would establish the actual terms of any bond.

## Implementation

In order to issue voted debt for a specific purpose at an election, notice of the election must be published in a widely circulated newspaper in the county at least fifteen days prior to the date of the election. A majority of the voters voting in the election must approve the bond issuance for it to pass. If the question is to appear on the ballot at a general election, it must be submitted to the election commission of the county no later than 12:00 noon on August 15<sup>th</sup> or, if August 15<sup>th</sup> falls on Saturday or Sunday, not later than 12:00 noon on the following business day.<sup>8</sup>

The form of ballot in an election on the issuance of bonds or in which any other question or issue is submitted to a vote of the people shall be a statement of the question or questions and shall thereafter have the following words:

*In favor of the question or issue (as the case may be)*

*Opposed to the question or issue (as the case may be).<sup>9</sup>*

Notice of the holding of such an election shall be given, by publication thereof in some newspaper published in the county, at least once not less than 15 days prior to the occasion set for the holding of such election. Such notice shall state:

- (1) The occasion of the holding of the election;*
- (2) The location of the several polling places;*
- (3) The qualifications imposed upon persons desirous of voting;*
- (4) The amount of bonds to be issued; and*
- (5) A brief description of the purpose for which the proceeds of the bonds are to be applied.<sup>10</sup>*

The authority charged by law with conducting an election must publish two notices of general, municipal, special, and primary elections held in the county in a newspaper of general circulation in the county or municipality, as appropriate. The first notice must appear not later than 60 days before the election and the second notice must appear not later than 2 weeks after the first notice.<sup>11</sup> If a countywide or less than countywide referendum is held on a question, the electoral board charged with conducting the referendum shall make the ballot question available to the news media in the county at least 45 days in advance of the date of the referendum.<sup>12</sup>

See Appendix C for ballot language examples.

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<sup>8</sup> S.C. Code of Laws, 7-13-355

<sup>9</sup> S.C. Code of Laws, 7-13-400

<sup>10</sup> S.C. Code of Laws, 4-15-50

<sup>11</sup> S.C. Code of Laws, 7-13-35

<sup>12</sup> S.C. Code of Laws, 7-1-100

## SALES TAX

The state sales tax rate in South Carolina is 6 percent. The South Carolina Code of Laws allows the imposition of various types of local sales and use taxes. Citizens of a county, depending upon the needs within the county, may impose one or several local sales and use taxes. These include:

- Local Option:** The local option sales and use tax is authorized under South Carolina Code §4-10-10 et seq. This tax is a general sales and use tax on all retail sales (with a few exceptions) taxable under the state sales and use tax. This tax is imposed to reduce the property tax burden on persons in the counties that impose this type of local tax and must be levied at 1 percent.
- Capital Projects:** The local capital projects sales and use tax is authorized under South Carolina Code §4-10-300 et seq. This tax is a general sales and use tax on all retail sales (with a few exceptions) taxable under the state sales and use tax. This tax is imposed specifically to defray the debt service on bonds issued for various capital projects in the counties that impose this type of local tax and must be levied at 1 percent.
- Transportation:** The local transportation projects sales and use tax is authorized under South Carolina Code §4-37-30 et seq. This tax is a general sales and use tax on all retail sales (with a few exceptions) taxable under the state sales and use tax. This tax is imposed specifically to defray the debt service on bonds issued for various transportation projects in the counties that impose this type of local tax and may be levied at 1 percent or a fraction of 1 percent.<sup>16</sup> A transportation sales tax cannot be levied simultaneously with a capital projects sales tax.<sup>17</sup>

Jasper County Local Sales and Use Taxes		
Type of Tax	Effective Date	FY 2020 Distributions
1% Local Option	7/1/1991	\$5,507,794
1% School District	12/1/2002	\$4,729,867
1% Transportation	5/1/2017	\$5,387,496

Source: SC Department of Revenue

Currently Jasper County’s total sales tax rate is 9 percent – a 1 percent local option sales tax, a 1 percent school district tax, a 1 percent transportation sales tax, and the state’s 6 percent sales tax. Each local tax raises slightly different amounts of revenue due to different exemptions. See Appendix D for a

map of local sales taxes by county.

The transportation sales tax was approved by county voters in November 2016 with 52 percent support. The tax will fund \$30 million in bonds over a period of 10 years.

The capital projects sales tax must be levied at 1 percent and may be used for:

- highways, roads, streets, bridges, and public parking garages and related facilities;
- courthouses, administration buildings, civic centers, hospitals, emergency medical facilities, police stations, fire stations, jails, correctional facilities, detention facilities, libraries, coliseums, educational facilities under the direction of an area commission for technical education, or any combination of these projects;
- cultural, recreational, or historic facilities, or any combination of these facilities;
- water, sewer, or water and sewer projects;
- flood control projects and storm water management facilities;

<sup>16</sup> S.C. Department of Revenue

<sup>17</sup> S.C. Code of Laws, 4-37-30

- f) beach access and beach renourishment;
- g) dredging, dewatering, and constructing spoil sites, disposing of spoil materials, and other matters directly related to the act of dredging;
- h) jointly operated projects of the county, a municipality, special purpose district, and school district, or any combination of those entities, for the projects delineated in items (a) through (g);
- i) any combination of the projects described in items (a) through (h).<sup>18</sup>

## Using the Local Sales Tax for Conservation

Upon expiration of the transportation sales tax in 2027, Jasper County could levy the capital projects sales tax for land conservation and parks, as well as any other capital priorities listed in the state authorizing legislation. The 1 percent sales tax would generate more than \$4.2 million annually at a cost of \$105 to the median household each year. Spending by residents on taxable goods would generate roughly 25 percent of the total sales tax revenue collections, while visitors and commercial spending would generate the remainder.

Jasper County Sales Tax Revenue & Cost Estimates				
Sales Tax Rate	Annual Revenue*	Annual Cost per Household	Total Revenue Attributed to Resident Spending	% Revenue Attributed to Resident Spending
1.0%	\$4,282,398	\$105	\$1,077,036	25%
*Based on 2020 net taxable sales of \$428,239,840 in Jasper County (SC Department of Revenue).				

The county could also potentially use funds from the current transportation sales tax for transportation-related recreation projects, such as trails or greenbelts. The ballot language from November 2016 states the allowable purposes for use of revenues: *“For financing the costs of highways, roads, streets, bridges, and other transportation-related projects, and drainage facilities related thereto...”*

If the county wants to add a “greenbelt provision” to a renewed transportation tax, there is no set percentage and can be set as desired. Charleston County chose a ten percent allocation. If there is a desire to bond the funds, it requires a separate question. The tax may not exceed twenty five years or the length of payment for each project, whichever is shorter in length, for which the tax may be imposed.<sup>19</sup> Appendix E has a comprehensive background of Charleston County’s Greenbelt Program.

## Implementation

The county governing body may impose a 1 percent capital projects sales and use tax by ordinance, subject to a referendum, within the county area for a specific purpose or purposes and for a limited amount of time.<sup>20</sup>

The governing body of any county is authorized to create a commission consisting of six members, all of whom must be residents of the county. The governing body of the county must appoint three members of the commission. The municipalities in the county must also appoint three members. The commission must consider proposals for funding capital projects within the county area. The commission then formulates the referendum question that is to appear on the ballot.<sup>21</sup>

<sup>18</sup> S.C. Code of Laws, 4-10-330

<sup>19</sup> S.C. Code of Laws, 4-37-30

<sup>20</sup> S.C. Code of Laws, 4-10-310

<sup>21</sup> S.C. Code of Laws, 4-10-320

The capital projects sales and use tax is imposed by an enacting ordinance of the county governing body containing the ballot question formulated by the commission, subject to referendum approval in the county. See South Carolina Code 4-10-330 for specific information the ordinance must contain.

When the tax authorized by this article is imposed for more than one purpose, the enacting ordinance must set forth the priority in which the net proceeds are to be expended for the purposes stated. The enacting ordinance may set forth a formula or system by which multiple projects are funded simultaneously.

Upon receipt of the ordinance, the county election commission must conduct a referendum on the question of imposing the sales and use tax in the area of the county that is to be subject to the tax. The referendum for imposition or re-imposition of the tax must be held at the time of the general election. Two weeks before the referendum the election commission must publish in a newspaper of general circulation the question that is to appear on the ballot, with the list of projects and the cost of the projects. If the proposed question includes the use of sales taxes to defray debt service on bonds issued to pay the costs of any project, the notice must include a statement indicating that principal amount of the bonds proposed to be issued for the purpose and, if the issuance of the bonds is to be approved as part of the referendum, stating that the referendum includes the authorization of the issuance of bonds in that amount. This notice is in lieu of any other notice otherwise required by law.

If the referendum on the question of imposing sales and use tax is conducted in an odd-numbered year, and it is the only matter being considered at the general election, then six weeks before the referendum, the election commission must publish in a newspaper of general circulation the question that is to appear on the ballot, with the list of projects and the cost of the projects.

The referendum question to be on the ballot must read substantially as follows:

*"Must a special one percent sales and use tax be imposed in (county) for not more than (time) to raise the amounts specified for the following purposes?*

*(1) \$ \_\_\_\_\_ for \_\_\_\_\_ (2) \$ \_\_\_\_\_ for \_\_\_\_\_ (3) etc. Yes  No* "

If the referendum includes the issuance of bonds, the question must be revised to include the principal amount of bonds proposed to be authorized by the referendum and the sources of payment of the bonds if the sales tax approved in the referendum is inadequate for the payment of the bonds.

If a majority of the votes cast are in favor of imposing the tax, then the tax is imposed as provided in the enacting ordinance.<sup>22</sup> If the sales and use tax is approved in the referendum, the tax is imposed on the first of May following the date of the referendum. The tax terminates the final day of the maximum time period specified for the imposition.<sup>23</sup>

See Appendix F for ballot language examples.

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<sup>22</sup> S.C. Code of Laws, 4-10-330

<sup>23</sup> S.C. Code of Laws, 4-10-340

## PROPERTY TAX

Real property (other than agricultural real property and most property subject to a negotiated fee in lieu of taxes) is appraised to determine fair market value. Real property is reappraised on a countywide basis every five years and is usually subject to reassessment (i.e., assessment based on the reappraised value) in the next year. For purposes of this reassessment, any increase in the fair market value of any parcel is limited to 15 percent. This cap on value remains in effect until a transfer of property occurs.

All manufacturing and utility property are assessed at 10.5 percent. Commercial personal property is also assessed at 10.5 percent. A person's primary residence is assessed at 4 percent, if qualified for the legal residence rate;<sup>24</sup> other real property is assessed at 6 percent. Personal motor vehicles are assessed at 6 percent. The fair market value is multiplied by the assessment ratio to produce the "assessed value" of a particular piece of property. Taxes are levied based on this assessed value.

Every taxing jurisdiction in South Carolina may determine annually the number of mills required so that when applied to the total assessed value of property subject to taxation enough money will be raised to operate efficiently for the following fiscal year. The millage rate may be increased with a majority vote of the local government body. However, a 2/3rds vote is required for increases in revenue that exceed the consumer price index (essentially a measure of inflation) for the preceding year, or the rollback millage<sup>25</sup> in a reassessment year.<sup>26</sup>

This millage rate limitation may be overridden, and the millage rate may be further increased by a positive majority vote of the appropriate governing body. The vote must be taken at a specially called meeting held solely for the purpose of taking a vote to increase the millage rate. The County Council must provide public notice of the meeting notifying the public that there is meeting to vote on overriding the limitation and increase the millage rate. Notice of the hearing shall be advertised in at least one South Carolina newspaper of general circulation in the area. Public comment must be received by the County Council prior to the override vote.<sup>27</sup> There is no means to permanently dedicate an increase in property taxes to a particular fund. Therefore, the increase must be approved annually by the County Council.

Jasper County is permitted under South Carolina law to levy property taxes for general governmental services and for the principal and interest on long-term debt. Property tax revenue is expected to be \$22.6 million in FY2022. Property taxes are the county's largest single revenue source. The tax millage for the General Fund is 85 mills in FY2022.<sup>28</sup>

### Using the Property Tax for Conservation

There is no means to permanently dedicate an increase in property taxes to a particular purpose. However, a dedication can be approved by the County Council on an annual basis. The council could dedicate a portion of the increased millage from year to year, or a portion of the existing millage, to parks and conservation by ordinance. Nearby Beaufort County originally funded its Rural and Critical Lands

<sup>24</sup> The legal residence and not more than 5 contiguous acres, when owned totally or in part in fee simple or by life estate and occupied by the owner of the interest, is taxed based on an assessment ratio of 4 percent. The residence must be the domicile of the owner at some time during the tax year.

<sup>25</sup> Rollback millage is calculated by dividing the prior year property tax revenues by the adjusted total assessed value applicable in the year the values derived from a countywide equalization and reassessment program are implemented. S.C. Statutes § 12-37-251(E).

<sup>26</sup> S.C. Statutes, 6-1-320, (A).

<sup>27</sup> S.C. Statutes, 6-1-320, (C).

<sup>28</sup> Jasper County FY 2021-2022 Budget

Preservation Program through an annual dedication of 2 mills by the county council, approved each year in the county’s budget. In 2000, Beaufort County received voter approval to issue \$40 million in general obligation bonds, with the debt service to be paid by the annual dedication. Beaufort County voters also passed bond referenda for similar purposes four more times, most recently in 2018. The process for dedicating a portion of property tax to parks and conservation is discussed in the above section in accordance with South Carolina tax law.

The table below demonstrates the revenues and costs of various levels of property tax in Jasper County. For example, 4 mills dedicated to parks and conservation would generate roughly \$640,000 per year at a cost of \$27 for the median homeowner.

<b>Jasper County Property Tax Revenue and Cost Estimates</b>			
<b>Dedicated Millage</b>	<b>Total Assessed Value*</b>	<b>Estimated Annual Revenue</b>	<b>Annual Cost for Median Home**</b>
2.0	\$160,084,466	\$320,169	\$13
3.0	\$160,084,466	\$480,253	\$20
4.0	\$160,084,466	\$640,338	\$27
5.0	\$160,084,466	\$800,422	\$33
6.0	\$160,084,466	\$960,507	\$40
<i>*Jasper County Comprehensive Annual Financial Report, Fiscal Year Ended June 30, 2020</i>			
<i>**Median value \$166,200 (US Census Quickfacts) with 4% assessment.</i>			

## ELECTION ANALYSIS

### Election History

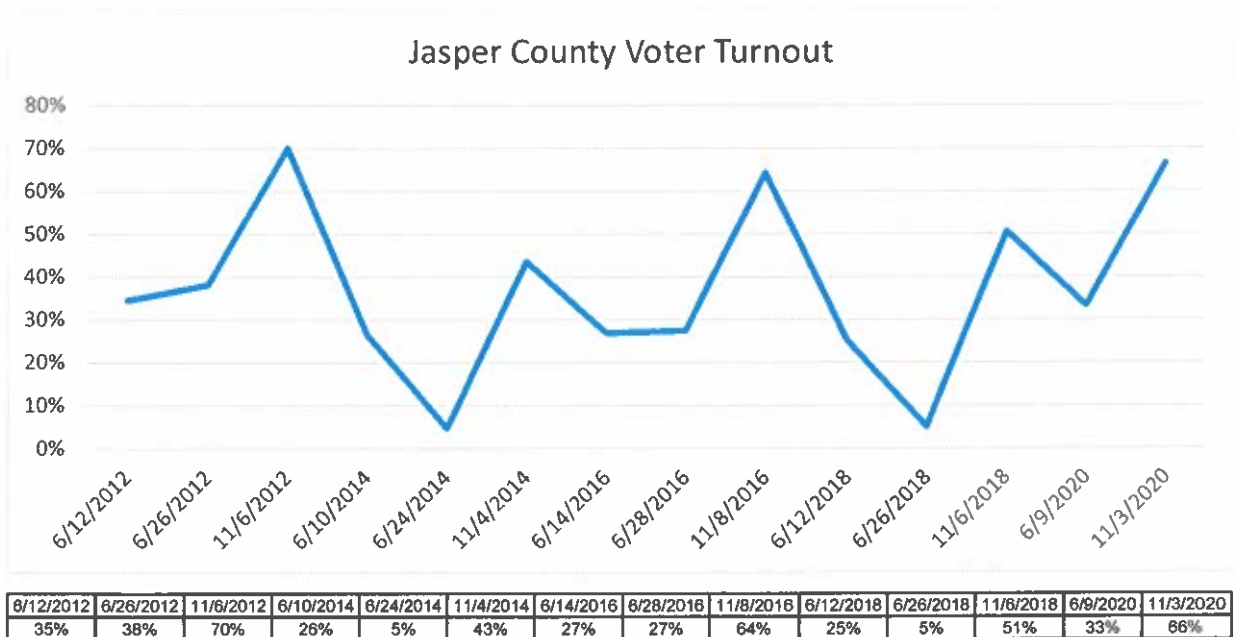
Election results can often be helpful in gauging voter support for capital projects and tolerance for public spending. Most of the financing options covered in this report require voter approval. As such, an examination of election history on similar fiscal questions can be instructive. Still, past election results are not necessarily indicative of current voter sentiment on public financing, nor on a particular proposal. The Trust for Public Land recommends engaging a professional pollster to conduct a public opinion survey that tests ballot language, tax tolerance, and program priorities of Jasper County voters.

The only fiscal question Jasper County voters have encountered in the past ten years was the 1 percent transportation sales tax in November 2016, which was approved with 52 percent support.

### Voter Registration and Turnout

As of March 1, 2021, Jasper County has 22,079 registered voters.<sup>29</sup> Voters are not required to register by party in South Carolina. They can choose to be affiliated with a party on primary election day, but the county does not track this.

The chart and table below show voter turnout for every county-wide election in Jasper County in the past ten years. Turnout is highest for presidential elections and lowest for primary and runoff elections. Turnout in November 2020 was 66 percent.



<sup>29</sup> S.C. Election Commission

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## APPENDICES



## Appendix A: Revenue Options Summary

Revenue Options Summary			
Finance Mechanism	Description	Implementation	Comments
<b>General Obligation (GO) Bonds</b>	Jasper County has capacity to issue bonds for any public purpose. For instance, an \$8 million bond would add about \$589,000 to the county's annual debt service and cost the typical homeowner in the county about \$24 per year in additional property taxes for 20 years.	Voter approval required to exceed debt limit of 8% of total assessed value.	<p>Bonds raise substantial amounts of money up front. Proceeds may not be used for operations and maintenance.</p> <p>Costs would be spread out over a long-time horizon, and therefore borne by current and future beneficiaries. Also usually paid back by property taxes which are generally considered more equitable or progressive than other finance mechanisms.</p> <p>Interest increases the total cost.</p>
<b>Sales Tax</b>	Upon expiration of the current local transportation sales tax, Jasper County could raise a significant amount of funding by levying the capital projects sales tax. The 1 percent sales tax would generate more than \$4.2 million annually at a cost of \$105 to the median household each year. The county could also use transportation sales tax funds for transportation-related recreation projects, such as trails.	Voter approval required.	<p>Would create a significant funding source and could be used for acquisition and other capital projects as well as operations and maintenance purposes.</p> <p>Sales tax revenues can fluctuate significantly with changing economic conditions.</p> <p>Spending by residents on taxable goods would generate 25% of the total sales tax revenue collections, while visitors and commercial spending would generate the remainder.</p> <p>Sales taxes are generally considered to be more regressive (less equitable) than other finance mechanisms.</p>
<b>Property Tax</b>	Jasper County is permitted under South Carolina law to levy property taxes for general governmental services. For example, 4 mills dedicated to parks and conservation would generate roughly \$640,000 per year at a cost of \$27 for the median household.	County Council can increase millage or dedicate part of existing millage.	<p>Not a permanent funding source; must be approved by County Council each year.</p> <p>Dedicating part of the existing millage could divert funding from other county programs, necessitating a decrease in services or need to generate additional funds from another source.</p> <p>Property taxes are generally considered to be more progressive or equitable than other finance mechanisms.</p>

## Appendix B: South Carolina Local Conservation Finance Measures

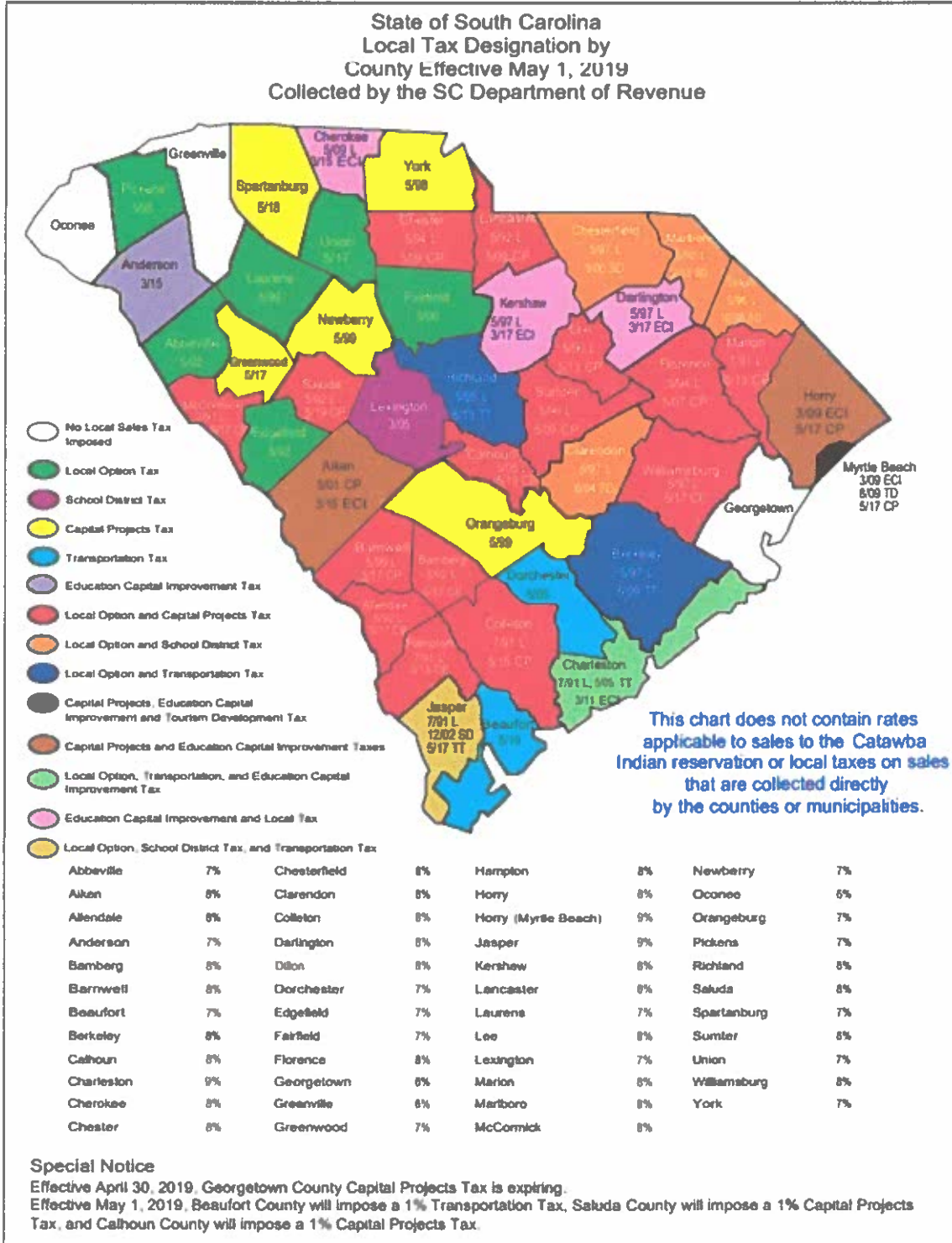
South Carolina Local Conservation Finance Measures, 2000-present							
Jurisdiction Name	Date	Description	Total Funds at Stake	Conservation Funds at Stake	Status	% Yes	Notes
Bethel Lake Wylie Land Acquisition & Preservation Tax District	11/3/2020	Special tax district capped at 5-mills per year for the acquisition of properties for green space, conservation and historic purposes.	\$10,000,000	\$10,000,000	Pass	61.5%	
Dorchester County	11/5/2019	Bond for parks and recreation	\$38,000,000	\$8,000,000	Pass	66.6%	
Beaufort County	11/6/2018	Bond for the protection of natural land, farmland, and water quality	\$25,000,000	\$25,000,000	Pass	69.8%	
Charleston County	11/8/2016	25-year, 1/2 cent sales tax increase for transportation, roads, open space, and parks	\$2,100,000,000	\$210,000,000	Pass	51.6%	
Beaufort County	11/4/2014	Bond for land acquisition and preservation	\$20,000,000	\$20,000,000	Pass	73.0%	
Beaufort County	11/6/2012	Bond for the acquisition of open space, farmland and other natural areas	\$25,000,000	\$25,000,000	Pass	61.9%	
Dorchester County	11/2/2010	Bond for the protection of water quality, forests, parks, and wildlife habitat	\$5,000,000	\$5,000,000	Pass	70.8%	
Hilton Head Island	11/4/2008	Bond for the preservation of beaches, open space and parkland	\$17,000,000	\$17,000,000	Pass	74.9%	
Beaufort County	11/7/2006	Bond to preserve natural land, farmland and water quality	\$50,000,000	\$50,000,000	Pass	75.6%	
Beaufort County	11/2/2004	5-year, 1 cent sales tax for capital improvements, a portion of which will address park and open space needs of county residents	\$117,203,500	\$11,870,000	Fail	49.9%	
Charleston County	11/2/2004	25-year, 1/2 cent sales tax increase for transportation, roads, open space, and parks	\$1,303,360,000	\$221,571,200	Pass	58.7%	
Hilton Head Island	11/4/2003	Bond for land acquisition, preservation of historic sites, open space	\$15,000,000	\$15,000,000	Pass	83.5%	
Charleston County	11/5/2002	Question 1; 25-year, .5 percent sales tax for roads, public transportation, parks and green space	\$1,303,360,000	\$221,500,000	Pass*	60.0%	*Measure was subsequently overturned in the courts.
Greenville County	11/5/2002	1-year; 1% sales tax increase for parks	\$50,000,000	\$31,000,000	Fail	41.1%	
Beaufort County	11/7/2000	Bond issue to purchase open land, development rights, and conservation easements	\$40,000,000	\$40,000,000	Pass	72.9%	
Charleston County	11/7/2000	Sales and use tax increase to fund farm, forest lands and open space protection, and mass transit and roads	\$1,213,200,000	\$303,300,000	Fail	49.5%	
Charleston County	11/7/2000	Bond issue for parkland acquisition	\$35,000,000	\$35,000,000	Pass*	50.4%	*Due to the failure of Question 1 (sales tax increase), this question despite its approval by voters contains no funds for conservation.
Hilton Head Island	11/7/2000	Bond issue to purchase land for public use, parks, and to manage growth	\$20,000,000	\$9,500,000	Pass	77.8%	

Source: The Trust for Public Land's LandVote Database, [www.landvote.org](http://www.landvote.org).

## Appendix C: Bond Ballot Language Examples

Bond Ballot Language Examples						
Jurisdiction Name	Election Date	Total Funds Approved	Conservation Funds Approved	Status	% Yes	Ballot Language
Dorchester County	11/5/2018	\$38,000,000	\$8,000,000	Pass	67%	<p>REFERENDUM QUESTION – DORCHESTER COUNTY PARKS AND RECREATION</p> <p>AUTHORIZATION FOR ISSUANCE OF NOT TO EXCEED \$38,000,000 GENERAL OBLIGATION BONDS TO FUND PARKS AND RECREATIONAL FACILITIES IN DORCHESTER COUNTY</p> <p>Shall Dorchester County, South Carolina be authorized to issue general obligation bonds in an amount not to exceed \$38,000,000 for funding the acquisition of land and the design and construction of parks and recreational facilities at various locations throughout the County, including the development of the Dorchester County Courthouse Park in St. George, the Ashley River Park, the Ashley River Park-Rosebrock Park Swamp Fox Connector and the Pine Trace Natural Area in Summerville, and the development of hiking, biking and pedestrian trails and bridges, together with associated infrastructure, at various locations throughout the County?</p>
Beaufort County	11/6/2018	\$25,000,000	\$25,000,000	Pass	70%	<p>Local Question 2</p> <p>Shall Beaufort County, South Carolina, issue general obligation bonds, not to exceed \$25 million, for the purpose of land preservation, by purchasing open land in Beaufort County in order to protect water quality, protect local waterways such as the Fort Royal Sound, and local creeks and rivers such as the Okatie, Broad and May Rivers, wildlife areas, wetlands, natural lands, farmland, coastal areas, shellfish beds, and nursery areas for recreational and commercial fisheries, and beaches, and provide buffers for the Marine Corps Air Station Beaufort. All expenditures shall be subject to an annual independent audit and an amount not to exceed twenty percent (20%) of the funds created by this referendum may be used to improve existing and newly acquired open space and natural areas protected under this program</p>
Beaufort County	11/4/2014	\$20,000,000	\$20,000,000	Pass	73%	<p>OFFICIAL BALLOT, REFERENDUM</p> <p>GENERAL OBLIGATION BONDS, NOT TO EXCEED \$20,000,000</p> <p>FOR LAND PRESERVATION TO PROTECT NATURAL LAND, FARMLAND AND WATER QUALITY</p> <p>NOVEMBER 4, 2014</p> <p>Shall Beaufort County, South Carolina issue general obligation bonds, not to exceed \$20,000,000, representing a borrowing that at no time shall exceed 1 mill in debt service repayment, for the purpose of land preservation, by purchasing land, development rights and/or conservation easements in all areas of Beaufort County, in order to protect water quality, natural lands, wildlife areas, farmland, parkland, recreational areas, coastal areas, rivers and wetlands, provided that all expenditures shall be prioritized based upon an official criteria and ranking system established for the County, and subject to an annual independent audit and provide that an amount, not to exceed 20 percent (20%) of the amount borrowed may be spent on improvements, to those lands which have been acquired by Beaufort County, South Carolina under previous rural and critical lands programs and all such lands acquired under this current proposed borrowing?</p> <p>If the voter wishes to vote in favor of the question, place a check or cross mark in the square after the words "In favor of the question"; if the voter wishes to vote against the question, place a check or cross mark in the square after the words "Opposed to the question."</p> <p>YES In favor of the question [ ]</p> <p>NO Opposed to the question [ ]</p>
Beaufort County	11/6/2012	\$25,000,000	\$25,000,000	Pass	62%	<p>RURAL AND CRITICAL LANDS PROGRAM COUNTY WIDE BOND REFERENDUM</p> <p>Shall Beaufort County, South Carolina issue general obligation bonds, not to exceed \$25,000,000, representing a borrowing that at no time shall exceed 1 mill in debt service repayment, for the purpose of land preservation, by purchasing open land, development rights and conservation easements in all areas of Beaufort County, in order to alleviate traffic congestion in high growth areas and to protect water quality, natural lands, wildlife areas, farmland, parkland, recreational areas, coastal areas, rivers and wetlands, provided that all expenditures shall be prioritized based upon an official criteria and ranking system established for the County, and subject to an annual independent audit and provide that an amount not to exceed twenty percent (20%) of the amount borrowed may be spent on improvements, outside the scope of general property maintenance, to those lands which have been acquired by Beaufort County, South Carolina under previous rural and critical lands programs and all such lands acquired under this current proposed borrowing?</p> <p>EXPLANATION:</p> <p>A vote of YES means the voter is in favor of the question, i.e., that Beaufort County shall issue general obligation bonds not to exceed \$25,000,000 for the purpose of funding open land preservation.</p> <p>A vote of NO means the voter is not in favor of the question, i.e., Beaufort County shall not issue general obligation bonds not to exceed \$25,000,000 for the purpose of funding open land preservation.</p>
Dorchester County	11/2/2010	\$5,000,000	\$5,000,000	Pass	71%	<p>REFERENDUM QUESTION #1</p> <p>AUTHORIZATION FOR ISSUANCE OF NOT TO EXCEED \$5,000,000 GENERAL OBLIGATION BONDS TO FUND COSTS RELATED TO WATER QUALITY, FORESTS, PARKS, AND WILDLIFE HABITAT</p> <p>Shall Dorchester County, South Carolina be authorized to issue general obligation bonds in an amount not to exceed \$5,000,000, for the purpose of protecting and improving land and water by purchasing land from willing sellers on a voluntary basis in order to protect drinking water sources; protect forests, wildlife habitat, and natural areas; reduce flooding; provide parks; preserve historic buildings and sites; protect scenic views; provide new recreational trails for walking, hiking, and biking; and improve the water quality of rivers, lakes, and streams, subject to annual audit?</p>

## Appendix D: Local Sales Taxes by County



## Appendix E: Background on Charleston County's Greenbelt Program

**Pegeen Hanrahan, Southeast Conservation Finance Director, The Trust for Public Land**

The Charleston County, South Carolina Greenbelt Program is a longstanding effort to protect natural and agricultural land. The program also has helped to fund active parks. This information was compiled in February 2021 from a discussion with Cathy Ruff, the Director of Charleston County's Greenbelt Program. Ms. Ruff can be reached at 843-860-2396 or by E-mail at [cruff@charlestoncounty.org](mailto:cruff@charlestoncounty.org). Ms. Ruff is a source of deep information on how Charleston County has implemented this program and would be an excellent resource to any other South Carolina government giving consideration to such an effort. Tom O'Rourke, the Former Executive Director of the Charleston County Park and Recreation Commission and a City Councilman in Mount Pleasant, also provided valuable insight, and can be reached at 843-345-3915, or by E-mail at [torourke528@gmail.com](mailto:torourke528@gmail.com).

Charleston first started its greenbelt program in 2004. With 59% approval, voters authorized a 25-year ½ cent transportation sales tax. The total funding was for approximately \$1.3 Billion, with about \$221 Million dedicated to parks and open space, 17% of total revenue. The Trust for Public Land's (TPL) Conservation Finance program supported this ballot measure, providing feasibility research, polling, ballot measure design, and assistance with the voter education campaign for passage.

A second ½ cent transportation sales tax was approved in 2016, with 52% approval and \$210M dedicated to greenbelts, out of a total projected revenue stream of \$2.1B, or 10% of the revenue collected. TPL's also supported the 2016 ballot measure, providing feasibility research, polling, and ballot measure design.

Property acquisition was started in 2007, after holding a public input process to create the Charleston County Greenbelt Plan. Growth pressures at the time created a lot of urgency to get the program up and running quickly. Ms. Ruff noted that it can be a challenge to spend transportation sales tax revenues quickly on roads, bridges, and similar projects with complex development plans, so the conservation lands program created some timing flexibility on the flow of funds; more of the revenue was spent up front on conservation efforts as project design and engineering proceeded on the transportation needs.

The County engaged professional assistance from Chuck Flink with Greenways Incorporated of North Carolina, a well-known expert in conservation and trails. Adopted by ordinance, the program established an Advisory Board and project selection criteria, with a focus on municipal governments and private entities applying to the County for funding to protect rural areas, greenspace and other identified priorities. After reauthorization in 2016, the county completed a full review of progress to date; the primary amendments to the program were to include lands to hold waters from flooding and otherwise protect against storm events.

Revenues collected from the First Sales Tax were dedicated, with 70% of funding for rural projects to protect lands (farms, forests and natural areas) that are outside the urban growth boundary. The remaining 30% was dedicated to parks and lands in municipalities, based on a population-based formula. Revenues from the Second Sales Tax were split 50% each to rural and urban lands.

The program enables some land to remain in private ownership, with land trusts or similar entities holding the conservation easements, with deed restrictions recorded and overseen by County staff. An interpretation of the sales tax law in South Carolina has encouraged Charleston County to use general fund dollars for staff costs. Substantial match is brought into projects by landowner donations, federal and state funds. Charleston County is typically paying \$1,600 to \$1,900 per acre to protect rural land from future development and maintain it in its agricultural or natural condition. An example of a recent

dedication of value was in Mt. Pleasant, where 600 acres were protected around Boone Hall Plantation for \$5M, with around \$25M in value donated by the landowner.

About 10,000 acres of Greenbelt land is owned fee simple and open to public access with deed restrictions recorded and overseen by County staff. The average cost per acre of these lands is approximately \$17,000. This 20% of the protected land has required about 80% of funds to place it in public ownership, while the conservation easement program provides 80% of the acres in conservation with 20% of funds expended.

There is an excellent and comprehensive website on the program located here:  
<https://greenbelt.charlestoncounty.org>

The ballot language approved in 2016 was as follows:

*CHARLESTON COUNTY SPECIAL SALES AND USE TAX*

*QUESTION 1*

*I approve a special sales and use tax in the amount of one-half (1/2) of one percent to be imposed in Charleston County for not more than twenty-five (25) years, or until a total of \$2,100,000,000 in resulting revenue has been collected, whichever occurs first. The sales tax proceeds will be used to fund the following projects:*

*Project (1) For financing the costs of highways, roads, streets, bridges, and other transportation-related projects facilities, and drainage facilities related thereto, and mass transit systems operated by Charleston County or jointly operated by the County and other governmental entities. \$1,890,000,000.*

*Project (2) For financing the costs of greenbelts. \$210,000,000.*

*YES*

*NO*

*Instructions to Voters:*

*All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote "YES;" and*

*All qualified electors opposed to levying the special sales and use tax shall vote "NO."*

The language approved in 2004 was as follows:

### QUESTION 1

I approve a special sales and use tax in the amount of one-half (2) of one percent to be imposed in Charleston County for not more than 25 years, or until a total of \$1,303,360,000 in resulting revenue has been collected, whichever occurs first. The sales tax proceeds will be used for the following projects:

- Project (1) For financing the costs of highways, roads, streets, bridges, and other transportation- related projects facilities, and drainage facilities related thereto, and mass transit systems operated by Charleston County or jointly operated by the County and other governmental entities. \$1,081,788,800.
- Project (2) For financing the costs of greenbelts. \$221,571,200.

YES

NO

Instructions to Voters: All qualified electors desiring to vote in favor of levying the special sales and use tax shall vote "YES;" and

All qualified electors opposed to levying the special sales and use tax shall vote "NO."

### QUESTION 2

I approve the issuance of not exceeding \$113,000,000 of general obligation bonds of Charleston County, payable from the special sales and use tax described in Question 1 above, maturing over a period not to exceed 25 years, to fund completion of projects from among the categories described in Question 1 above.

YES

NO

Instructions to Voters: All qualified electors desiring to vote in favor of the issuance of bonds for the stated purposes shall vote "YES;" and

All qualified electors opposed to the issuance of bonds for the stated purposes shall vote "NO."

We also learned some background from Tom O'Rourke, who was for many years the Executive Director of Charleston County Park and Recreation Commission. This is a separate park district, not affiliated with Charleston County. Mr. O'Rourke indicated that while the sales tax was clearly focused on transportation, the County Council and key County staff felt as though including the greenbelt provision would help to pass the measure. TPL's polling for both sales tax measures also showed that Charleston County voters strongly supported many of the "greenbelt" components of the measure and that support for conservation-related projects was often stronger than support for individual transportation projects. Part of the agreement was that there would be a specific allocation for the Charleston County Park and Recreation Commission, although of course the cities also wanted a share of park money, which was provided based on population. These cities are still spending their allotment. CCPRC's money was spent

- Natural infrastructure: Floodplains, wildlife habitat, riparian zones, and lands critical to clean water
- Reclaimed greenspace: Brownfields, abandoned sites, and other green infill projects

Funds can also be used for closing/admin costs that are customary and reasonable for closing (such as title search, appraisals, plats, attorney fees). Continued operational and maintenance costs are not allowable expenses.

**If there's a desire to bond the funds, does that require a separate question?**

Yes (Section 4-37-30) (A)(3)

**What, if any, limitations are there on the number of years of authorization allowed?**

“The maximum time, stated in calendar years or calendar quarters, or a combination of them, not to exceed twenty-five years or the length of payment for each project whichever is shorter in length, for which the tax may be imposed;” (Section 4-37-30) (A)(1)b



## Appendix F: Sales Tax Ballot Language Examples

Sales Tax Ballot Language Examples						
Jurisdiction Name	Election Date	Total Funds Approved	Conservation Funds Approved	Status	% Yes	Ballot Language
Charleston County	11/8/2016	\$2,100,000,000	\$210,000,000	Pass	52%	<p>CHARLESTON COUNTY SPECIAL SALES AND USE TAX <input type="checkbox"/></p> <p>QUESTION 1 <input type="checkbox"/></p> <p>I approve a special sales and use tax in the amount of one-half (1/2) of one percent to be imposed in Charleston County for not more than twenty-five (25) years, or until a total of \$2,100,000,000 in resulting revenue has been collected, whichever occurs first. The sales tax proceeds will be used to fund the following projects: <input type="checkbox"/></p> <p><input type="checkbox"/></p> <p>Project (1) For financing the costs of highways, roads, streets, bridges, and other transportation-related projects facilities, and drainage facilities related thereto, and mass transit systems operated by Charleston County or jointly operated by the County and other governmental entities. \$1,890,000,000. <input type="checkbox"/></p> <p><input type="checkbox"/></p> <p>Project (2) For financing the costs of greenbelts. \$210,000,000.</p>
Charleston County	11/2/2004	\$1,303,360,000	\$221,571,200	Pass	59%	<p>I approve a special sales and use tax in the amount of one-half (1/2) of one percent to be imposed in Charleston County for not more than 25 years, or until a total of \$1,303,360,000 in resulting revenue has been collected, whichever occurs first. The sales tax proceeds will be used for the following projects: <input type="checkbox"/></p> <p><input type="checkbox"/></p> <p>Project (1) For financing the costs of highways, roads, streets, bridges, and other transportation-related projects facilities, and drainage facilities related thereto, and mass transit systems operated by Charleston County or jointly operated by the County and other governmental entities. \$1,081,788,800. <input type="checkbox"/></p> <p><input type="checkbox"/></p> <p>Project (2) For financing the costs of greenbelts. \$221,571,200.</p>

**With any questions or for more information please contact:**

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## Jasper County Council Government Contract Purchase Agreement for IP Intercom and Audio Recording System and PLC Input/Output System for the Detention center

<b>Meeting Date:</b>	January 16, 2024
<b>Subject:</b>	Presentation of purchase agreement for the upgrade of the IP Intercom and Audio Recording System and the PLC Input/Output System at the Detention Center.
<b>Recommendation:</b>	Council accepts the purchase agreement from Securitas Technology not to exceed \$218,791.46 plus applicable sales tax for upgrades to the intercom and audio recording system and the PLC Input/Output System at the Detention Center and to authorize the County Administrator to sign all documents necessary to complete the purchase.

**Description:** The Jasper County Detention Center’s intercom and audio recording system, as well as the PLC input/output system are at end of life. The current intercom system is an analog system that was installed in 2003 and is no longer supported by the manufacturer because the manufacturer is no longer in business. The PLC and input/output system is also at end of life. It was stated in a recent South Carolina Department of Corrections inspection of the detention center that “all facilities shall have two-way intercom systems for emergency communications.” The SCDOC inspector noted that “multiple intercom stations throughout the facility do not operate correctly.” Securitas Technology Corporation originally provided these systems in 2003 and is a participant in the Sourcewell Purchasing Cooperative. The Jasper County Purchasing and Procurement Ordinance states that the “chief purchasing officer may enter into an agreement, independent of the requirement of the bid process and sale process of this article, with any public procurement unit for the cooperative use of supplies or services under the term agreed upon between the parties.” The upgrade and replacement of the intercom system is in the FY24 budget (line item #2430—Equipment.)

**Recommendation:** Staff recommends that the County Council accept the proposal from Securitas Technology Corporation not to exceed \$218,791.46 plus sales tax and authorize the County Administrator to sign all necessary documents to complete the purchase.

**Attachments:**  
Securitas Technology Corporation proposal

Prepared For:

JASPER COUNTY DETENTION CENTER - RIDGELAND, SC - Jail Control System Upgrades

Andrew P. Fulghum  
Jasper County  
12008 North Jacob Smart Boulevard  
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843-717-3300

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Project Site:  
JASPER COUNTY, SC DETENTION CENTER  
12008 N JACOB SMART BLVD  
RIDGELAND, SC, 29936  
843-717-3300



Dear Arthur.

Per our conversations, STANLEY has attached pricing to upgrade your existing *End of Life* systems. We originally provided these systems in **2003** and wish to keep you on a serviceable platform for the uninterrupted operation of your Jail. We have divided the upgrades in logical groups: **IP Intercom, Control System and PLC I/O System** upgrades.

### **System Upgrades:**

#### **IP Intercom and Audio Recording System**

Your existing Analog Intercom System is *End of Life* because the manufacturer has gone out of business which puts your facility at risk. If it were to fail, we could not order replacement parts to get you back up and running. You might be at risk of frivolous lawsuits because those in custody cannot communicate with staff. To keep this from occurring, the analog intercom system will be upgraded to a new Harding IP Intercom system.

This upgrade happens primarily in the headend equipment racks and will only slightly change how your staff use the intercom system day to day. At the two (2) Syntinel Control Station, we will supply a new IP Audio Master Station with a flush mic. We will reuse the Control Stations' Ethernet connection by adding a 5-port Gigabit switch for the Control Station and the new IP Master Intercom Station. This is the only significant change in the field from the separate condenser microphones and push-to-talk buttons used previously. (We have included one spare Intercom Master)

You have abandoned the use for the metal push-button control panel in booking and should be removed by you as it will cease to function after these upgrades.

At the headend, the existing intercom relay cards and intercom master units will be removed and replaced with the Harding controllers and expansion units. The existing intercom stations will be rewired to the new equipment by us. (We have provided an option to replace your intercom stations to provide the best audio experience.) We will reuse the existing paging amp and this system will interface with your recently upgraded audio recording unit. We will provide a new 16-port Ethernet Switch to handle the increased traffic.

As an additional feature, we will provide new functionality for the Syntinel stations to access up to seven (7) pre-recorded messages. The total message time is 600 seconds (10 min). You will need to provide the recording in a \*.wav format and we will work with you to properly label the 7 new touchscreen icons. These messages will act as an "ALL Page" in your inmate areas.

Additionally, your new Informer server will include Audio Recording functionality to replace the obsolete Eventide recorder. The Informer will be programmed to work with the new Harding IP Intercom system.

Lastly, over the last 19+ years the intercom stations in your facility will have experienced audio quality degradation issues as the system ages. Harding's IP audio system performs at its best when paired with newer intercom stations. Therefore, we will provide ninety-two (92) new Harding 2-Gang, 4-wire Intercom stations with call pushbutton to replace your aging field units. We will remove the existing stations, re-terminate the wiring, install the new stations and test.

Please note that we have NOT done a site survey to identify if you have intercoms which are not a 2-gang format. Also, Electrical Contractor rough ins of the original back boxes can vary. The new stations dimensions are 4.5" H x 4.5" W. If any of the openings are larger, you will need to decide whether to fill the opening with security caulk or have us make a custom mounting plate. Lastly, we have not provided new security screws and so if existing ones are unusable, then we will need to charge for additional hardware.

You will need to remove inmates from the area as we work on replacing these intercom stations.

#### **Syntinel, Informer/Gatekeeper/Audio Recording Upgrades:**

With the upgrade to a new, modern PLC (below), we will provide our Next Generation Control System: Syntinel. Our Commander control system software has been a stable product for almost 20 years. However,



to meet demands for a system which can provide not only enhanced Control but Integration of a wide array of systems at your facility, a new approach is needed. Syntinel is that new approach.

We will provide two (2) new Syntinel Touchscreen Control Station in Central Control with new Wide Screen Touchscreen. The Syntinel Station include Windows10 OS and Wonderware InTouch, which means that all the software platforms will once again be supported. The Syntinel Station will be tested in house with a mock-up of your PLC system to reduce faults and down time at your facility. We will provide one (1) spare Syntinel PC and Touchscreen.

The Informer/Gatekeeper/Audio Recording Server is also 8 years old and needs to be upgraded. We will provide a new server with a new monitor for room A122.

**Note:** Please note that when you relocate the Informer from Office A122, that the sum of the Ethernet runs must be under 300ft.

We will also provide a Remote Service Access module which will require you to provide a CAT5e/6 connection from our rack to your Internet connection so that we can provide remote service and support.

### **PLC I/O System Upgrades:**

Your PLC and Input/Output modules are *End of Life* by the manufacturer. Therefore, the I/O will be increasingly difficult to acquire for service support. We want to be proactive so that we can continue to keep the system operational for years to come.

We will upgrade the discontinued redundant PLCs and will replace with a new single PLC and a pre-loaded spare for you to keep on hand. Modern PLCs have a Mean Time Between Failure of over 1.7M hours so redundancy is not needed.

We will upgrade your PLC and Remote I/O modules with new Ethernet PLC & I/O modules. The majority of these I/O modules are used to operate the Door Control system. If a module were to fail, you will lose control of 16, 32 or up to 64 doors and intercoms at a time, making movement only possible through key operation and intercommunications through radios. Also, door status would not be updated on the Touchscreen system.

We will provide a new PLC and Ethernet I/O modules in the one (1) headend location (SEC1). We will label and disconnect the field device wiring, remove the old equipment, install the new equipment, and reconnect the field devices wiring. *Please note that this upgrade requires parts of the PLC system to be taken offline which means you may need additional staff and keys. We will do our best to limit this time and we will coordinate with you concerning down times.* (We have included one spare input and output module)

Lastly, we will provide a replacement 1.5KVA UPS for the original unit.

### **Equipment and services included:**

- (3).....Audio Masters, Flush mount mic (includes one spare)
- (1).....Intercom Controller Units, 32 Intercoms
- (2).....Intercom Expansion Units, 32 Intercoms
- (1).....Page Zone Expanders
- (1).....DXL Software License
- (1).....Paging Amplifier, 40W
- (92).....Harding, Intercom Station, with Call PB, 2-gang, 4-wire
- (3).....Syntinel Control Computer (Windows OS 10.x), (includes one spare)
- (3).....Touchscreen Monitor (includes one spare)
- (2).....Wonderware upgrade license (version 11.x)
- (1).....Informer/Gatekeeper/Audio Recording Server with LCD Monitor
- (1).....Informer Client w/22" Wide Screen
- (1).....16-port Gigabit Switch, Managed
- (1).....Remote Service Access Module
- (2).....Programable Logic Controller w/power supply (includes one spare or each)
- (1).....Ethernet Interface Modules





- (2)..... Ethernet I/O – Power supplies
- (6)..... Ethernet I/O – Input modules
- (7)..... Ethernet I/O – Output modules
- (1 lot) ..... Labor, Procurement/Documentation updates
- (1 lot) ..... Labor, PLC program Updates and Configuration
- (1 lot) ..... Labor, Removal of Old Dukane Equipment
- (1 lot) ..... Labor, Harding System Configuration
- (1 lot) ..... Labor, Removal of Old I/O Equipment
- (1 lot) ..... Labor, Installation and Terminations of New I/O Equipment
- (1 lot) ..... Labor, Syntinel SW Configuration
- (1 lot) ..... Labor, Informer/Audio Recording Configuration for new PLC and Harding Intercom
- (1 lot) ..... Labor, On-site Installation
- (1 lot) ..... Labor, On-site Validation
- (1 lot) ..... Labor, Owner training
- (1 lot) ..... Shipping
- (1 lot) ..... Site Trip

*Please note that due to unexpected supply chain issues and product availability, your order may be delayed. When we are made aware by our suppliers, product substitutions may be offered. If product substitutions cause a pricing increase, we will provide a quote for the price difference or you can wait for the delayed product to become available.*

**Terms and Conditions are per the Securitas Technology Corporation (Formally Stanley CSS)  
Sourcewell Agreement.**

**Sourcewell (Formerly National Joint Powers Alliance (NJPA)) Contract #0030421-SCS.**

**Jasper County, SC Contract ID 110605**

Exclusions/Clarifications:

- Conduit, wire, fiber, backboxes, installation or terminations unless otherwise noted.
- Wiring in non-inmate areas will not be in conduit.
- Any ladders or lifts we may need for this project.
- Any re-used cable in your facility is your responsibility for its functionality. Additional costs may be incurred if new cabling is needed.
- Removal of abandoned wiring.
- Union labor and/or fees
- Painting, patching & repair work.
- After hours premium labor.
- Permits & inspections by others.
- ADA Compliance.

## 1 Purchase Investment Summary:

Total: \$218,791.46

\*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

AIA / Progress Billing. Payment Terms: Due Upon Receipt.

This proposal shall be governed by the terms and conditions of the existing agreement between the parties. Any additional or inconsistent terms or conditions contained in a Purchase Order or other document submitted by Buyer shall not be binding on either party.

This proposal is valid for 30 days



Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

Email: chris.allen3@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:

Buyer:

Securitas Technology Corporation

Jasper County

\_\_\_\_\_  
Company

\_\_\_\_\_  
Trade, partnership or corporate name if different from above.

12008 North Jacob Smart Boulevard

\_\_\_\_\_  
Ridgeland SC 29936

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Chris Allen, Technical Sales Engineer

Andrew P. Fulghum

\_\_\_\_\_  
Account Representative Name & Title

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Securitas Technology Corporation Management

\_\_\_\_\_  
Authorized Signature      Date

\_\_\_\_\_  
Securitas Technology Corporation Management Signature      Date



# 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  
Director of Administrative Services  
[kburgess@jaspercountysc.gov](mailto:kburgess@jaspercountysc.gov)

## Jasper County Council Bid Presentation Ratification of the Payment of Invoice for Installation of New Cat6 Cable

<b>Meeting Date:</b>	January 16, 2024
<b>Subject:</b>	Ratification of payment of invoice more than the Procurement and Purchasing Ordinance \$25,000 contract/purchase authority limit.
<b>Recommendation:</b>	County Council ratify the payment of invoice#2396 dated 12/6/2023 from CAB Installers in the amount of \$44,044.14 for the installation of new Cat6 cable on the third floor of the Clementa C. Pinckney Government Building.

**Description:** The “CAT5e Replacement Project” was performed in the Clementa C. Pinckney Government Building due to the continuing failure of data transmission and loss of connectivity between the computers, telephones, and operating devices such as the printers and servers.

The original installation was done incorrectly with patches in cables where the cable was too short. Patching CAT5e cable is not an approved practice. It degrades the transmission of signal and connectivity between devices causing data to be lost, phone systems to drop calls, and lowers the sound quality of calls.

The patches require constant repairs and replacement pulls to be performed to fix the problems. The number of reported issues were increasing over time, and repairs, like single pulls were becoming more and more expensive, therefore a cable upgrade and replacement for the entire building was the best option and was recommended and approved by the Council in 2022. The cable upgrade for the third floor of the Clementa C. Pinckney Government Building was carried over from the 2022 fiscal year. (See the attached memo from the IT Director, Earl Bostick, Jr.)

The installation was performed in October and the invoice was submitted in early December. The invoice was approved and paid in mid-December. The amount of the invoice and that install project was carried over from FY 2022 makes it prudent to have the County Council ratify the payment. Therefore, the staff is seeking ratification of the payment of the invoice.

**Recommendation:** Staff recommends that the County Council ratify the payment of invoice #2396 dated 12/6/2023 from CAB Installers in the amount of \$44,044.14 for the installation of Cat6 cable on the 3<sup>rd</sup> floor of the Clementa C. Pinckney Government Building with check #86961 dated 12/21/2023.

### Attachments:

Director of IT memo  
Check #86961 dated 12/21/2023  
CAB Installers Invoice #2396 dated 12/6/2023  
Purchase Order 2024-00000138 dated 8/24/2023



Jasper County Information Technology Department  
198 2<sup>nd</sup> Ave  
Ridgeland SC 29936

Good Evening County Council:

The "CAT5e Replacement Project" was performed in the Administration Building due to the continuing failure of Data Transmission and loss of connectivity between the computers, telephones, and operating devices such as the Printers and Servers.

The original installation was done incorrectly with patches being placed in cables where the cable was too short. Patching CAT5e cables is not an approved practice. It degrades the transmission of signal and connectivity between devices, causing data to be lost and phone systems to drop calls and the sound quality of phone calls are often affected by bad patch cables.

This causes constant repairs and replacement pulls to be performed to help with fixing the problems whenever the reported issue was growing. However, doing single pulls was becoming more and more expensive, therefore doing a cable upgrade and replacement for the entire building was the best option, which was recommended in 2022 and approved.

We are now in the finalization stage of this project with the completion of the Third Floor and requesting that Council approve the final payment for services rendered by Cable Installers LLC.

Earl Bostick Jr.  
Information Technology Director  
Jasper County Government  
198 2<sup>nd</sup> Ave  
Ridgeland, SC 29936  
Office 843-717-3630

**REMITTANCE ADVICE**

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT
12/18/2023	2396	Wiring for 3rd Floor, IT	44,044.14
12/18/2023	2397	Labor/Material to Install 8 Cables for Outside Cameras, VR	19,226.28
12/18/2023	2399	Labor/Material to Install Data for 4 Cameras at EOC, JCES	1,569.46

86961

FOLD

FOLD

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THERMOCHROMIC INK ON BACK.

**JASPER COUNTY**  
**ACCOUNTS PAYABLE**  
 P.O. BOX 1149  
 RIDGELAND, SC 29936

SOUTH STATE BANK

83-1403/631

86961

DATE **12/21/2023**  
 PAY THIS AMOUNT

**Sixty-Four Thousand Eight Hundred Thirty-Nine and 88/100 Dollars**

PAY TO THE ORDER OF

**CAB INSTALLERS, INC.**  
**99 LOGAN ROAD**  
**BLUFFTON, SC 29909**

**\$64,839.88**

ACCOUNTS PAYABLE

*[Signature]*  
 JASPER COUNTY TREASURER

Security features included. Details on back.

⑈086961⑈ ⑆063114030⑆ 870700036⑈

**\*See Other Side For Opening Instructions\***

**JASPER COUNTY**  
 P.O. BOX 1149  
 RIDGELAND, SC 29936

**CAB INSTALLERS, INC.**  
**99 LOGAN ROAD**  
**BLUFFTON, SC 29909**



99 Logan Road  
Bluffton, SC 29909  
843/757-5765  
beth@coolercab.com

# Invoice

Date	Invoice #
12/6/2023	2396

**Bill To**

Jasper County Administration Building  
358 Third Ave.  
Ridgeland, SC 29936

**Job**

JASPER COUNTY ADMIN.  
BUILDING  
3RD FLOOR  
ATTN: MR. EARL BOSTICK  
ATTN: MR. ROBBIE WILLIAMS  
State Contract #4400018474

QUOTE #	PO/TICKET #
20-447	24-138

Quantity	Description	Rate	Amount
80	CAT 6 UNDER 100 FT.	50.00	4,000.00T
48	CAT 6 101-150 FT.	75.00	3,600.00T
2	CAT 6 151-200 FT.	100.00	200.00T
270	CAT 6 JACKS	10.92	2,948.40T
23	S/G 2 P - FACEPLATE	3.13	71.99T
3	3/4"VELCRO	29.38	88.14T
5	48 P PATCH PANEL	80.00	400.00T
5	5" D RINGS	8.25	41.25T
2	6-F OS2 LC DUPLEX COUPLER	85.00	170.00T
1	VERSARACK WALL MT SWING RACK	542.50	542.50T
1	12U WALL MOUNT RACK ENCLOSURE CAB SWINGING HINGED DOOR	857.50	857.50T
1	75FT LC-LC 2 FIBER PATCH CORD	121.25	121.25T
3	DYMO 3/8 LABEL TAPE	26.25	78.75T
130	TESTING OF JACKS TO EIA/TIA STANDARDS	6.00	780.00
1	MISCELLANEOUS HARDWARE	434.97	434.97T
1	LABOR	28,625.00	28,625.00

*[Handwritten Signature]*  
E-MAILED  
DEC 15 2023

All work is complete!	<b>Sales Tax (8.0%)</b>	\$1,084.39
	<b>Total</b>	\$44,044.14

Ship To

358 THIRD AVENUE  
Ridgeland, SC 29936

Bill To

P.O. BOX 1149  
Ridgeland, SC 29936

**Purchase Order**  
No. 2024-00000138

DATE 08/24/2023

VENDOR 3143 - CAB INSTALLERS, INC.

**Reprint Purchase Order**

PURCHASE ORDER NUMBER MUST APPEAR ON  
ALL INVOICES, SHIPPERS, BILL OF LADING AND  
CORRESPONDENCE

Contact

CAB INSTALLERS, INC.  
99 LOGAN ROAD  
BLUFFTON, SC 29909

**DELIVER BY**  
**SHIP VIA**  
**FREIGHT TERMS**  
PAGE 1 of 1  
**ORIGINATOR: EARL BOSTICK**

**REFERENCE #**

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	3rd flr wiring - 3rd flr wiring / q 20-447	Open	51,247.5900	\$51,247.59
<b>TOTAL DUE</b>					<b>\$51,247.59</b>

*Kimberly Burger*

**E-MAILED**  
**DEC 15 2023**

Special Instructions



## OFFICE OF THE JASPER COUNTY ADMINISTRATOR


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

Andrew P. Fulghum  
County Administrator

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

### MEMORANDUM

TO: The Honorable County Council

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

DATE: January 9, 2024

SUBJECT: Consultant Agreement – Jasper County and Heather Rath Consulting

#### **Background:**

In past years, Jasper County has benefited from the lobbying and consulting services provided by Heather Rath Consulting. Annual contracts have been approved for these services.

I have attached a copy of the 2023 agreement between Jasper County and Heather Rath Consulting.

#### **Issue:**

The 2023 agreement expired on December 31, 2023. A new consulting services agreement for 2024 has been drafted and attached for your consideration. I recommend approval of the consultant agreement for 2024.

#### **Action Requested:**

Motion to approve a one-year consultant agreement between Jasper County and Heather Rath Consulting and authorize the County Administrator to execute the agreement.

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

APF



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### CONSULTANT AGREEMENT

This Consultant Agreement is made effective as of Monday, January 1st, 2024, by and between Heather Rath Consulting ("Consultant") and Jasper County (the "Client and/or Company"), and Consultant and Company are also referred to as the "Parties" and each as a "Party."

Consultant shall be further identified as follows:

Physical Address	Primary Contact Name
24 Bellhaven Way, Hilton Head, SC 29928	Heather Rath
Telephone	Primary Contact Email
843.415.5978	hrath@heatherrathconsulting.com

The Parties, intending legally and equitably to be bound, agree as follows:

- 1. Work to be performed.** Consultant agrees to perform the work described in this Section (the "Work") and shall report in writing and phone to Client with whatever frequency and regarding whatever subject matter Client may require to keep Client informed about Consultant's activities under this Agreement. Work to include but not limited to:
  - General consulting services on projects directed by Jasper County
- 2. Period of performance.** The period of performance of the Work shall commence on January 1st, 2024, and shall continue through December 31, 2024, unless this Agreement is extended or terminated earlier pursuant to this agreement. This Agreement may be renewed or extended for an additional period by agreement of both Parties.
- 3. Contract type. Fixed monthly fee.** Client shall pay the Consultant a fixed monthly fee of \$2000.00 beginning January 2024 each month and ending December 31st, 2024.
- 4. Submission and payment of invoices.** Consultant shall submit invoices for the performance of the Work at the intervals specified. Invoices shall be submitted to: Tisha L. Williams, Executive Assistant, tlwilliams@jaspercountysc.gov.
- 5. Changes and modifications.** Any material change to the Work or the terms of this Agreement must be set forth in a writing and signed by the Parties.



**6. Confidential information.** Through its performance of Consulting Services, Consultant and its directors, officers, employees, or other representatives may have access to certain confidential and proprietary information concerning Client's organization, employees, members, and otherwise, including, but not limited to, information concerning Client's organization and structure, business, and marketing plans, legislative or policy plans, financial data, the identity of present and prospective members of Client, Client's current and prospective contracts, and policies, standards, procedures, and practices of Client (hereafter referred to collectively as "Confidential Information"). Unless expressly authorized by Client, during the term of this agreement, neither Consultant nor its directors, officers, employees or other representatives shall use Confidential Information for their own benefit or for the benefit of anyone other than Client, or disclose such information to anyone other than Client, except in the proper course of Client's business. Consultant shall use all reasonable efforts to keep this information confidential.

**7. Termination.** This Agreement will terminate at the end of the term unless terminated earlier by either party for any reason upon (90) days written notice to the other party. Upon such termination, the Client/Company will pay the full amount for the period during which the termination occurs.

**8. Independent contractor status.** The relationship of Consultant to Client is that of an independent contractor, and nothing in this Agreement shall be construed as creating any other relationship. Consultant has the right to control and direct the means, manner, and method by which the Work is performed. Consultant shall comply with all laws and assume all risks incident to its status as an independent contractor. Consultant covenants and agrees to pay all applicable federal, state, and local income taxes, associated payroll and business taxes, licenses and fees, workers' compensation insurance payments, and premiums; no such taxes, fees, or sums shall be withheld or paid by Company on behalf of Consultant. Consultant specifically acknowledges and agrees that it is responsible for paying, according to applicable law, Consultant's income taxes, if any. Consultant further acknowledges and agrees that it may be liable for self-employment (social security) tax, to be paid by Consultant according to applicable law. Consultant acknowledges and agrees that no workers' compensation insurance shall be obtained by Company covering Consultant.

Agreed to:

Accepted by:

Heather Rath Consulting

Jasper County

By: 

Name: Heather Rath, Heather Rath Consulting

By: X

Name: Andrew Fulghum, Jasper County

Date: 1/1/2024

Date: X



### CONSULTANT AGREEMENT

This Consultant Agreement is made effective as of Friday, January 20th, 2023, by and between Heather Rath Consulting ("Consultant") and the Jasper County (the "Client and/or Company"), and Consultant and Company are also referred to as the "Parties" and each as a "Party."

Consultant shall be further identified as follows:

Physical Address	Primary Contact Name
24 Bellhaven Way, Hilton Head, SC 29928	Heather Rath
Telephone	Primary Contact Email
843.415.5978	hrath@heatherrathconsulting.com

The Parties, intending legally and equitably to be bound, agree as follows:

- 1. Work to be performed.** Consultant agrees to perform the work described in this Section (the "Work") and shall report in writing and phone to Client with whatever frequency and regarding whatever subject matter Client may require to keep Client informed about Consultant's activities under this Agreement. Work to include but not limited to:
  - Monitoring and analysis of funding opportunities, grants, and communications between partners + stakeholders at the Federal, State, Regional and Local levels for Jasper County.
  - Assist with the preparation of updates to link priorities with stakeholders.
- 2. Period of performance.** The period of performance of the Work shall commence on January, 20th 2023, and shall continue through December 31, 2023, unless this Agreement is extended or terminated earlier pursuant to this agreement. This Agreement may be renewed or extended for an additional period by agreement of both Parties.
- 3. Contract type. Fixed monthly fee.** Client shall pay the Consultant a fixed monthly fee of \$4000.00 beginning February, 2023 each month and ending December 31st, 2023. Client will pay a pro-rated fee of \$1548.00 from work performed January 20th - January 31st, 2023.
- 4. Submission and payment of invoices.** Consultant shall submit invoices for the performance of the Work at the intervals specified. Invoices shall be submitted to: Tisha L. Williams, Executive Assistant.

**5. Changes and modifications.** Any material change to the Work or the terms of this Agreement must be set forth in a writing and signed by the Parties.

**6. Confidential information.** Through its performance of Consulting Services, Consultant and its directors, officers, employees, or other representatives may have access to certain confidential and proprietary information concerning Client's organization, employees, members, and otherwise, including, but not limited to, information concerning Client's organization and structure, business, and marketing plans, legislative or political plans, financial data, the identity of present and prospective members of Client, Client's current and prospective contracts, and policies, standards, procedures, and practices of Client (hereafter referred to collectively as "Confidential Information"). Unless expressly authorized by Client, during the term of this agreement, neither Consultant nor its directors, officers, employees or other representatives shall use Confidential Information for their own benefit or for the benefit of anyone other than Client, or disclose such information to anyone other than Client, except in the proper course of Client's business. Consultant shall use all reasonable efforts to keep this information confidential.

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Agreed to:

Accepted by:

Heather Rath Consulting

Jasper County

By:   
Name: Heather Rath, Heather Rath Consulting

By:    
Name: Andrew Fulghum, Jasper County

Date: 1/20/23

Date:  1/20/2023



# JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, October 16, 2023

## MINUTES

**Officials Present:** Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark, Councilman Pastor Alvin Adkins, Councilman John Kemp, Councilman Coy Garbade

**Staff Present:** County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Russell Wells, Rose Dobson-Elliott, Danny Lucas and Videographer Jonathan Dunham.

### 1. Call to Order:

Chairman Sauls called the Executive Session Meeting to order and read the Report of Compliance with the Freedom of Information Act was read for the records 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.*

### 2. 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 – [Levy Fire Protection District Board](#)

(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 – [Davis v. Jasper County](#); [Cameron Heddings v Jasper County](#); [Horowitz / McDowell v Jasper County](#); [Airport Matters - Removal of Fuel Tank, Professional Services Contract with Holt Consulting Company LLC](#); [Ridgeland Fire Contract](#); [Lobbying Services Contract](#); [Exit 3](#); [Tax Map #'s 063-26-14-001 and 063-26-14-002](#); [Tax Map # 067-00-01-010](#); [Coroner's Contracts for Transport](#); [Discussion of IGA – Ambulance Service pursuant to § 6-1-190](#); [Discussion of IGA – Fire Protection and Emergency Services with the Town of Ridgeland](#); [Project Showcase Legal Representation](#)

(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](#)

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

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

**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.**

### **3: Return to Open Session at 6:30PM**

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

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

#### **○ 3.1 Action coming out of Executive Session:**

**Motion to move to authorize the county administrator to execute a Waiver of Conflict regarding Parker Poe's proposed representation of Unified Resources and it's affiliates in Fee in Lieu Negotiations with Jasper County as requested by Parker Poe in its disclosure correspondence:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

### **4. Pledge of Allegiance and Invocation:**

The Pledge of Allegiance was given, and Councilman Adkins gave the invocation.

Chairman Sauls welcomed everyone and noted that everyone was wearing pink in observance and to represent Breast Cancer Awareness Month.

**5. Discussion of Consent Agenda and Agenda Items:** The Consent Agenda was discussed and it was decided that R-2023-21 would be removed from this agenda.

### **6. Approval of Agenda:**

**Motion to approve the agenda with the removal of Item # 18 on the consent agenda shown as: Russell Wells- Consideration of Council Approval of Resolution #R-2023-21 approving an Intergovernmental Agreement Regarding Fire Protection and Emergency**

**Services between Jasper County, South Carolina and the Town of Ridgeland, and matters related thereto and tabled to the 11.06.2023 meeting – Councilman Kemp**

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

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## PRESENTATIONS AND PROCLAMATIONS

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**7. Chairman Sauls – Proclamation: A proclamation to Ms. Beatrice Graham from the Jasper County Council in Recognition of her 105<sup>th</sup> Birthday and her accomplishments.**

Chairman Sauls read the proclamation for the record and he along with Council presented this Proclamation to Ms. Beatrice Graham. Ms. Graham's family was in attendance Chairman Sauls and Council congratulated her. Chairman Sauls noted that she was the 2nd eldest person in South Carolina.

**8. Chris Hance and Bill Ramsey of M.B. Kahn – M.B. Kahn Update**

M.B. Kahn gave an update to Council and discussed the Ridgeland-Claude Dean Airport Apron Expansion and the Farmer's Market Renovations. They also mentioned that coming into works was the Pratt Memorial Library, Courthouse Renovations, Coosawhatchie Fire Station and Community Center, Ridgeland-Claude Dean Airport Terminal. They noted and discussed Capital Planning of additional projects awaiting work authorizations for FY2023 and FY2024. For more information on this presentation please see the 10.16.2023 agenda e-packet provided on our Elected Officials, County Council Page for Agenda's, Minutes and E-Packets or for the video go to <https://www.youtube.com/@jcmedia6537> .

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## PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

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**9. David Tedder – Public Hearing and Consideration of the 3<sup>rd</sup> reading of Ordinance #O-2023-18 clarifying that the provisions of Ordinance O-2023-06, providing that certain property subject to the Development Agreement entered into by the County and Conduit Street Partners, LLC (CSP) must be conveyed by the property's current owner to the developer thereof, includes the developer's successors and assigns by recognizing and acknowledging the acquisition may be by an affiliate of CSP, to provide for the approval of an Exhibit inadvertently omitted, and matters related thereto (*1<sup>st</sup> reading 09.18.2023; Public Hearing and 2<sup>nd</sup> reading 10.02.2023*).**

Mr. Tedder was present to discuss and review this 3<sup>rd</sup> reading of the ordinance that was up for consideration by the Council. He noted there was a public hearing tonight on this item. The public hearing for tonight was called to order but there were no comments, so the public hearing closed.



**Motion to approve:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**10. Mike Skinner – Consideration of approval of Addendum #2 Scope and Fee Addition to March 30, 2023, Engagement Letter with Mauldin and Jenkins.**

Mr. Skinner was present to discuss and review this request for the approval of Addendum #2 Scope and Fee Addition to March 30, 2023, Engagement Letter with Mauldin and Jenkins. For information on this presentation the video can be found by going to <https://www.youtube.com/@jcmedia6537>.

**Motion to approve this request:** Councilman Kemp

**Second:** Chairman Sauls

**Vote:**

Councilman Kemp – Yes

Councilman Adkins – No

Chairman Sauls – Yes

Vice Chairwoman Clark – No

Councilman Garbade – No

The motion failed.

**11. Wanda Simmons – Consideration of Planning Commission Appointments.**

Ms. Simmons was present to discuss and review this request for the consideration of Planning Commission Appointments. She noted that the Planning Commission needs two new Planning Commission Members due to vacancies. She mentioned that there were three applications that were provided to the Council in their E-Packet from 1) Mr. Lee Steven Gramling; 2) Mr. Brent Allen Robinson and 3) Ms. Cathleen DeCourcy. Staff recommended approval of two of the three candidates that were currently proposed to Council for full length 4-year terms.

**Motion to approve Mr. Gramling and Mr. Robinson for the full 4-year term and any unexpired portion of the term they were to fill:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

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**CITIZEN COMMENTS**

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**12. 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 6:30PM 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.**

Mr. George Lipskey spoke on behalf of Treasurer Skinner noted that they had elected him for this position and asked that Council consider the things he is asking for.

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**13. Administrator's Report** - Mr. Fulghum reviewed his information. There were no Action Items requiring a vote from Council in the Administrator's Report.

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#### CONSENT AGENDA

**Motion to approve except for Item #18 which was removed and tabled:** Vice Chairwoman

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

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**14. Russell Wells** – Consideration of Council Approval of Resolution [#R-2023-19](#) declaring certain property to be surplus and authorizing its sale or disposition – Emergency Services Division – Self Contained Breathing Apparatus and Cylinders.

**15. Danny Lucas** – Consideration of Council Approval of Resolution [#R-2023-20](#) approving the Sole Source Procurement of a Lektro Aircraft Tow Vehicle, With Specified Optional Accessories, for Skyblue Aviation FBO, Ridgeland -Claude Dean Airport.

**16. Kim Burgess** – Consideration of Council Approval of the MB Kahn Work authorization for the Coosawhatchie Fire Station.

**17. Kim Burgess** – Consideration of Council Approval for the award of the Robertville HVAC bid for repairs and a request to authorize the County Administrator to execute all documents related thereto.

**18. Russell Wells**- Consideration of Council Approval of Resolution [#R-2023-21](#) approving an Intergovernmental Agreement Regarding Fire Protection and Emergency Services between Jasper County, South Carolina and the Town of Ridgeland, and matters related thereto. *This item was removed from the consent agenda and tabled to the 11.06.2023 meeting.*

**19. Approval of the Minutes of 06.05.2023:**

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#### END OF CONSENT AGENDA

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#### **20. Council Members Comments**

Councilmember Comments were given but there were no comments that required action.

**21. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda**

**Item II.** There was no need to return to Executive Session for this meeting. For additional information on this meeting please visit our website for the E-Packet or for the video go to <https://www.youtube.com/@jcmedia6537> .

**22. Adjournment:**

**Motion to Adjourn:** Vice Chairwoman

**Second:** Councilman Adkins

**Vote:** Unanimous

The meeting adjourned at 7:35pm.

**Respectfully submitted:**

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Wanda H. Giles  
Clerk to Council

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L. Martin Sauls IV  
Chairman



**JASPER COUNTY COUNCIL  
WORKSHOP AND  
COUNCIL MEETING**

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

**Monday, November 6, 2023**

**Minutes**

**Workshop: 4:00PM**

**Sales Tax Options:**

The workshop to discuss the following items began with a discussion of Sales Tax Options. Jared Fralix of Beaufort County was present to discuss Local Sales Tax Programs in South Carolina. He mentioned that there are 8 Local Sales Tax Options in South Carolina: Local Option Sales Tax (LOST); Capital Projects Sales Tax (CPST); Local Property Tax Credit Sales Tax; Personal property Tax Relief Sales Tax; Local Option Tourism Development Fee; Local Transportation Project Sales Tax; Local Hospitality and Accommodations Tax; and Greenspace Sales Tax.

He showed a picture of the State of South Carolina showing the Local Tax Designation by County of the different Sales Tax Options throughout the state. He noted that South Carolina sales tax is 6% and Counties have the option to add up to an additional 3 pennies. He noted that Jasper County had an additional 3 pennies until the Transportation Tax came off. A copy of this presentation is included with these minutes as Attachment "A". Kate Schaefer was present to discuss the Open Land Trust – Land Conservation Funding / Sales Tax. She asked that Council consider the option of land protection.

For additional information on this please visit the video located at

<https://www.youtube.com/@jcmedia6537>

**Discussion of Ordinances:**

Mr. Tedder was present to discuss with Council County Ordinances. He e discussed and reviewed information regarding these ordinances in the order below for the following areas:

- Extraneous Boards and Commissions
- Board of Assessors Appeals
- Noise Ordinance
- Animal Ordinances
- Article II Administration

The workshop meeting moved into the Regular Council Meeting.

**Officials Present:** Chairman L. Martin Sauls IV, and Vice Chairwoman Barbara B. Clark, Councilman Pastor Alvin Adkins and Councilman Kemp. Absent: Councilman Coy Garbade

**Staff Present:** County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Russell Wells, Rose Dobson-Elliott, Danny Lucas and Videographer Jonathan Dunham.

**1. Call to Order:**

Chairman Sauls called the Executive Session Meeting to order and read the Report of Compliance with the Freedom of Information Act was read for the records 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.*

**2. 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 – [County Administrator, County Attorney, and Clerk to Council Performance Evaluations](#)**

**(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 – [Opioid Plan MOU with New Life Center; Cameron Heddings v. Jasper County; Professional services contract Holt Consulting Company, LLC, Work Authorization # 23 Runway Length Justification Study; Exit 3; Ridgeland Fire Contract, Tax Map #s 087-00-05-008 and 087-00-05-009; Professional services Newkirk Environmental Inc.; Discussion of IGA – Hardeeville Ambulance Service pursuant to § 6-1-190;](#)**

**(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](#)**

**Motion to go into Executive Session:** Councilman Adkins

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

**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.**

### **3. Return to Open Session at 6:30PM**

**Motion to go into Regular Session:** Councilman Adkins

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

- **3.1 Action coming out of Executive Session** – There was no action from executive session.

### **4. Pledge of Allegiance and Invocation:**

The Pledge of Allegiance was given, and Councilman Adkins gave the invocation.

Chairman Sauls welcomed everyone and mentioned Mayor Harry Williams, Councilman Bo White, Dr. Anderson, Mr. James Williams, and Treasurer Mike Skinner.

### **5. Discussion of Consent Agenda and Agenda Items:** None

### **6. Approval of Agenda:**

Chairman Sauls said before the Motion on the Approval of the Agenda that he would like to move Item # 17 to after Approval of the Agenda, so the people speaking could be heard at that time.

**Motion to approve the Agenda with the noted change as requested:** Councilman Kemp

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

Chairman Sauls moved on to the following items at this point:

### **Proclamation presentation for the Young Marines of the Marine Corps League for Jasper County's Support of Red Ribbon Week 2023.**

Chairman Sauls asked if anyone was present regarding this Proclamation presentation for the Young Marines of the Marine Corps League for Jasper County's Support of Red Ribbon Week 2023. There was no one present to accept the proclamation, so Chairman Sauls asked the Clerk to Council to contact her for this item to be on the next meeting on 12.04.2023.

### **Chairman Sauls asked Michelle Gaston to provide her update on the Beaufort Jasper Housing Trust.**

Ms. Gaston was present to bring the County Council up to date by providing an update on the Beaufort Jasper Housing Trust. She noted that she was the Representative for the County to the Beaufort Jasper Housing Trust Board and that she is their Secretary Treasurer. She gave a Structural Updates and Changes and what they have been doing over the course of the 2023 year. She mentioned the retreat upcoming the next week and after giving her

update noted another update would be forthcoming after the Board's Retreat. She noted upcoming dates of interest to the Council.

**Chairman Sauls asked Heather Rath to begin her Legislative Update Presentation:**

Ms. Heather Rath provided the Council with a presentation on the information related to her legislative update. A copy of this presentation is included with these minutes as Attachment "B".

For additional information on these presentations please see our video go at <https://www.youtube.com/@jcmedia6537> .

**Citizen Comments:** *This item was moved from Item #17 to this location after the Approval of the Agenda.*  
**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 6:30PM 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.**

Karen Wild noted that she was speaking as a concerned citizen and said she was not happy with the outcome of the issues as discussed by Treasurer Skinner's request from Council. She urged that Council please approve Mr. Skinner's request.

Ms. Frazier discussed the Coosawhatchie Community Center and asked for Quarterly Reports on the progress of the Community Center and for them to have input on the center.

Ms. Verna Garvin was present to discuss the County Treasurer Office regarding how the previous Treasurer's office was operated by Ms. Garvin and her staff. She noted she was not pleased with what the new County Treasurer was saying about her previous Administration of the Treasurer's Office and urged Council to come to her if they had any questions for her regarding her time in office. She discussed the decal inventory and noted that the decal inventory that were left were all left in the safe in the Treasurer's Office along with any voided decals of that office.

Mr. Anthony Crissoli discussed wanting Council to provide the Treasurer with the funds he was requesting for his office.

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**PRESENTATIONS AND PROCLAMATIONS**

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**7. Chairman Sauls – Proclamation presentation to the Young Marines of the Marine Corps League for Jasper County's Support of Red Ribbon Week 2023. - This item was handled after the Approval of the Agenda and before the Citizen Comments (please see information on this item above).**

**8. Michelle Gaston – Update on the Beaufort Jasper Housing Trust - This item was handled after the Approval of the Agenda and before the Citizen Comments (please see information on this item above).**

**9. Heather Rath: Presentation - Legislative Update - This item was handled after the Approval of the Agenda and before the Citizen Comments (please see information on this item above).**

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## RESOLUTIONS

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**10. Russell Wells – Consideration of Resolution [#R-2023-21](#) approving the Memorandum of Understanding with the Town of Ridgeland – Fire Service Contract.**

Chief Wells was present to review, discuss and address this request for Resolution #R-2023-21 to approve the Memorandum of Understanding with the Town of Ridgeland – Fire Service Contract. He also asked for the Administrator to be allowed to enact the contract upon the Council’s acceptance of the Resolution.

**Motion to approve:** Councilman Adkins

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

Mr. Jones was not present in the Chambers to address this item, so Item #12 was handled at this time.

**12. Russell Wells – Consideration of Resolution [#R-2023-23](#) approving an IGA between Jasper County and the City of Hardeeville Regarding Emergency Transport/Ambulance Services.**

Chief Wells was present to review, discuss and address the Resolution #R-2023-23 to approve the IGA between Jasper County and the City of Hardeeville Regarding Emergency Transport/Ambulance Services. Chief Wells discussed that the City of Hardeeville had acquired an ambulance and wanted to put it into service. He noted that one of the things necessary was to have the legal authority to respond into their jurisdiction just as much as for them to respond and give the County aid as outlined by the SC Code of Law Section 6-1-190. Chairman Sauls noted that the City of Hardeeville had purchased the ambulance and thanked Mayor Williams, the Council, and the City of Hardeeville for that purchase.

**11. Ray Jones – Consideration of Resolution [#R-2023-22](#) authorizing Jasper County, South Carolina to enter into an Intergovernmental Agreement with the City Of Hardeeville, South Carolina to Provide for the Utilization of a Percentage of Jasper County’s Tax Increment Financing Revenues And Other Related Matters.**

Mr. David Tedder was present to review, discuss and address on Mr. Jones’ behalf Resolution #R-2023-22 to authorize Jasper County, South Carolina to enter into an Intergovernmental Agreement with the City of Hardeeville, South Carolina to Provide for the Utilization of a Percentage of Jasper County’s Tax Increment Financing Revenues. He noted that this was part of the Exit 3 Financing.

**Motion to approve:** Councilman Adkins

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.



**12. Russell Wells – Consideration of Resolution [#R-2023-23](#) approving an IGA between Jasper County and the City of Hardeeville Regarding Emergency Transport/Ambulance Services.**

*This item and vote were addressed prior to Item #11. Please see information and vote on this item above.*

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**PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS**

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**13. Mike Skinner – Consideration of approval of Addendum #2 Scope and Fee Addition to March 30, 2023 Engagement Letter with Mauldin and Jenkins.**

Mr. Skinner was present to review, discuss and address the consideration of approval of Addendum #2 Scope and Fee Addition to March 30, 2023, Engagement Letter with Mauldin and Jenkins. He said he stood by every report he had given to Council as fact. He noted he had placed a chart at each Council Seat of what his office had done. This discussion included the financial operations of his office and the interest rates of funds. He noted that the monies he had asked for that he had already paid for tenfold. Chairman Sauls asked if they had received the first scope the Council had asked for the scope of work. Mr. Skinner said that they were still working on that. He also discussed the switch to Sturgess. For additional information on this item please see our video go at <https://www.youtube.com/@jcmedia6537> .

**Motion to table this request till the next Council Meeting in December because at the last Council Meeting the Council requested the already approved audit report which they did not receive. The Council will consider a proposal that addresses both the Escheatment Audit identifying differences in the day-to-day operations such as Ledger entries provided, we get the audit report requested.:** Councilman Kemp

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

**14. Kim Burgess – Consideration of the [1<sup>st</sup> reading](#) of an Ordinance Amending the Business License Ordinance of the County of Jasper to Update the Class Schedule as required by Act 176 of 2020.**

Ms. Burgess was present to review, discuss and address the [1<sup>st</sup> reading](#) of an Ordinance Amending the Business License Ordinance of the County of Jasper to Update the Class Schedule as required by Act 176 of 2020. Councilman Kemp said he would like to see an Entrepreneurial Incentive to help business startups.

**Motion to approve:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**15. Ray Jones – Consideration of the 1<sup>st</sup> reading of an Ordinance Authorizing and Approving a Loan from the South Carolina Transportation Infrastructure Bank; An Intergovernmental Agreement among Jasper County, South Carolina, The City of Hardeeville, South Carolina and the South Carolina Transportation Infrastructure Bank; and other related matters. (Exit 3 Finance Document).**

Mr. David Tedder was present to review, discuss and address on behalf of Mr. Jones the consideration of the 1<sup>st</sup> reading of an Ordinance Authorizing and Approving a Loan from the South Carolina Transportation Infrastructure Bank; An Intergovernmental Agreement among Jasper County, South Carolina, The City of Hardeeville, South Carolina, and the South Carolina Transportation Infrastructure Bank for the Exit 3 Finance Document.

**Motion to approve:** Councilman Adkins

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

**16. David Tedder – Consideration of the 1<sup>st</sup> reading of an Ordinance Amending Section 9-96(3) as adopted by Ordinance No. 2022-39 to provide for the appointment of members to the Levy Fire Protection Board.**

Mr. Tedder was present to review, discuss and address the consideration of the 1<sup>st</sup> reading of an Ordinance Amending Section 9-96(3) as adopted by Ordinance No. 2022-39 to provide for the appointment of members to the Levy Fire Protection Board.

He noted that the changes were to amend the portion that on the initial Board that 3 members were to come from the Levy Volunteer Fire District area and 2 of those were to be former board members. He noted that there had been problems in fulfilling that requirement. This change, he noted, would allow for it to be modified that the ordinance be amended to use 3 people from the Levy Fire District area rather than requiring that 2 members be from the former board. He noted that the public hearing would be coming forward with the December meeting.

**Motion to approve:** Councilman Adkins

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

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#### CITIZEN COMMENTS

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**17. 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 6:30PM 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.**

*This item was moved to the next item after the Approval of the Agenda.*

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**18. Administrator's Report** - Mr. Fulghum reviewed his information. There were no Action Items requiring a vote from Council in the Administrator's Report.

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**CONSENT AGENDA**

**Motion to approve:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

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**19. Wanda Simmons** – Consideration of Council Approval for the Re-appointment of Julie Mikols for a 4-year term to the Library Board of Trustees.

**20. Wanda Simmons** – Consideration of Council Approval for the Appointment of Brian Polston to the Board of Zoning Appeals.

**21. Kim Burgess** – Consideration of Council Approval for the Ratification of Contract Building Solutions LLC Change Order #1.

**22. Andrew Fulghum** – Consideration of Memorandum of Understanding between Jasper County and Lowcountry Council of Governments SC315/SC46 Bluffton Parkway Study Local Match.

**23. Approval of the Minutes of 06.12.2023**

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**END OF CONSENT AGENDA**

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**24. Council Members Comments**

Councilmember Comments were given but there were no comments that required action.

**25. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda**

**Item II.** There was no need to return to Executive Session for this meeting. For additional information on this meeting please visit our website for the E-Packet or for the video go to

<https://www.youtube.com/@jcmedia6537> .

**26. Adjournment:**

**Motion to Adjourn:** Vice Chairwoman

**Second:** Councilman Adkins

**Vote:** Unanimous

Minutes -  
11.06.2023

The meeting adjourned.

**Respectfully submitted:**

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Wanda H. Giles  
Clerk to Council

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L. Martin Sauls IV  
Chairman



# JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, December 4, 2023

## MINUTES

**Officials Present:** Chairman L. Martin Sauls IV, Vice Chairwoman Barbara B. Clark, Councilman Pastor Alvin Adkins, Councilman John Kemp, and Councilman Coy Garbade

**Staff Present:** County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Russell Wells, Rose Dobson-Elliott, and Videographer Jonathan Dunham.

### 1. Call to Order:

Chairman Sauls called the Executive Session Meeting to order and read the Report of Compliance with the Freedom of Information Act was read for the records 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.*

### 2. 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 – [County Administrator, County Attorney, and Clerk to Council Performance Evaluations](#)

(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 – [Opioid Plan MOU with New Life Center; Estate of Guerra v. Jasper County; Tax Map #'s 063-26-14-001 and 063-26-14-002; Agreement and Lease with Jasper Animal Rescue Mission \(JARM\); Gillisonville Pond – Farmer Property Tax Map # 050-00-04-043 Development Agreement; Land lease on Lot 062-21-01-001-G-1; Heather Rath Consulting Agreement; Proposed Lease / Purchase Agreement for Fire Apparatus](#)

(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 Showcase; Gopher Hill / TICO MCIP / PILOT](#)

**Motion to go into executive session:** Vice Chairwoman Clark

**Second:** Councilman Garbade

**Vote:** Unanimous

The motion passed.

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.**

### **3. Return to Open Session at 6:30PM**

**Motion to return to open session:** Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

- **3.1 Action coming out of Executive Session** – There was no action from executive session.

### **4. Pledge of Allegiance and Invocation:**

The Pledge of Allegiance was given, and Councilman Adkins gave the invocation.

### **5. Discussion of Consent Agenda and Agenda Items: None**

### **6. Approval of Agenda:**

**Motion to approve the Agenda** – Councilman Adkins

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

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## **PRESENTATIONS AND PROCLAMATIONS**

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### **7. [David Tedder](#) – Proclamation of Jasper County's Support of Red Ribbon Week 2023**

Mr. Tedder was present to read and present this proclamation request for a Proclamation of Jasper County's Support of Red Ribbon Week 2023.

**Motion to approve** – Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

## 8. **Coroner Aiken** – Request for an Assigned “Take Home” Vehicle

Coroner Aiken was not present to discuss his item on the agenda.

## 9. **Rose Dobson Elliott** – Update on Jasper County Capital Projects.

Ms. Dobson-Elliott provided an update for Council on the Jasper County Capital Projects.

## 10. **Lyn Boyles** – *Keep Jasper Beautiful* - Report of their accomplishments for 2023.

Here is the 2023 Mid-Year Report information presented by Ms. Boyles during the Council Meeting:

### **KEEP JASPER COUNTY BEAUTIFUL**

**JULY 1- NOVEMBER 30, 2023**

#### **REPORT SUMMARY**

- 18 TONS/36,000lbs. of litter collected by 511 VOLUNTEERS.
- 1357 Volunteer Hours
- \$ VALUE OF VOLUNTEERS - \$42,198
- 21 TONS/42,000lbs. of litter & debris collected by the LITTER CREW
  - 106 hours of labor
  - 143 miles, 10 pickups
- LITTER INDEX FOR COUNTY - 2.3 ( 1 is best, 4 worst)
- EDUCATION WORKSHOPS - 6/ reached 496 youth
- COMMUNITY WORKSHOPS - 4/ 75 attendees
- EVENTS - 4/ reached 1500 ppl
- ADOPT A HIGHWAY GROUPS - 26
- COURT APPOINTED COMMUNITY SERVICE WORKERS - 8/ 60 hours per person
- LITTER FINES ISSUED - \$6800

**PARTNERSHIPS:** Jasper County, Town of Ridgeland, City of Hardeeville, Jasper County Sheriff Office, Hardeeville Police Department, Ridgeland Police Department, SC Department of Natural Resources, Ridgeland School District, Royal Live Oaks Academy, Thomas Heyward Academy, Legacy Christian Academy, Polaris Tech School, John Paul Catholic School, Ivy Garden Club, Waste Management, Coastal Waste Management, Jasper County Chamber of Commerce, SCDOT, 14<sup>th</sup> Circuit Solicitor’s Office, SC Probation Parole & Pardon, businesses and organizations.

**MARKETING:** Facebook reaches approximately 5000 posts per month with 1500 engagements.

Distributed 1200 brochures at events.

Jasper Chamber posts monthly on their email blast and share our FB posts.

City of Hardeeville & Town of Ridgeland post on their FB page

English/Spanish litter- law cards in print for distribution

Digital billboard

Litter prevention and litter fines signs

Facebook video campaign

**LAW ENFORCEMENT:** JCSO has cameras that move throughout the County. These cameras enable JCSO to report fines, hot spots, and dump sites to KJCB. JCSO assists KJCB with identifying and issuing fines to litter violators that KJCB encounters.

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12.04.2023

**SCDNR & KJCB** place and check cameras in hot spots. We placed 16 in February and have 6 remaining in the County. SCDNR helps place litter law signs throughout the County. DNR assists KJCB with identifying and issuing fines to litter violators that KJCB encounters.

**KJCB** works closely with Jasper County Litter Control Officer, Dallas Lassiter with Jasper County Public Works and office of Dave Scheuerer, Jasper County Fire Marshal. KJCB works closely with Hardeeville Police Department with reporting litter fines, checking cameras, litter drives, dump sites and litter prevention events. KJCB receives community service for non-violent offenders from the Municipal Courts, the 14 Circuit Solicitors Office and SC Probation, Parole & Pardon Services. KJCB works with Jasper County Parks and Recreation with cleaning the landings if we have volunteers available.

**Palmetto Pride Litter Crime Hotline** reports to KJCB any litter complaints and dump site complaints. SC Litter Officers Association monitors the hotline.

### **COMPLAINT CALLS FOR LITTER**

July, August, September 16

October 15

November 29

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## **RESOLUTIONS**

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### **11. Andrew Fulghum – Consideration of Resolution [#R2023-24](#) Adopting Jasper County Opioid Funds Management Plan and authorizing the execution of a MOU with New Life Center.**

Mr. Fulghum was present to review and present this consideration of Resolution [#R2023-24](#) adopting Jasper County Opioid Funds Management Plan and authorizing the execution of a MOU with New Life Center.

**Motion to approve** – Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

### **12. David Tedder – Consideration of Resolution [#R-2023-25](#) Approving the Purchase of 112 Weathersbee and Matters Related Thereto.**

Mr. Tedder was present to review and present this consideration of Resolution [#R-2023-25](#) approving the purchase of 112 Weathersbee and matters related.

**Motion to approve** – Councilman Adkins

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.



**13. David Tedder – Consideration of Resolution [#R-2023-26](#) Committing to Negotiate a Fee-In-Lieu of *AD VALOREM* Taxes Agreement Between Jasper County and Project Showcase; Identifying the Project; and Other Matters Related Thereto.**

Mr. Tedder was present to review and present this consideration of Resolution [#R-2023-26](#) committing to negotiate a Fee-In-Lieu of *AD VALOREM* Taxes Agreement between Jasper County and Project Showcase; identifying the project; and other matters related.

**Motion to approve** – Councilman Adkins

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

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**PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS**

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**14. Ryan Romano – Consideration of the [1<sup>st</sup> reading](#) of an Ordinance an Ordinance Authorizing the Execution and Delivery of a Fee-In-Lieu of *Ad Valorem* Taxes and Incentive Agreement by and Between Jasper County, South Carolina and Project Showcase to Provide for Payment of a Fee-In-Lieu Of Taxes; Approving the Creation of a Multicounty Park with Hampton County, South Carolina; authorizing Certain Infrastructure Credits and; and Other Related Matters.**

Mr. Tedder on behalf of Mr. Romano was present to review and present this consideration of the [1<sup>st</sup> reading](#) of an Ordinance authorizing the execution and delivery of a Fee-In-Lieu of *Ad Valorem* Taxes and Incentive Agreement by and between Jasper County, South Carolina and [Project Showcase](#) to provide for payment of a Fee-In-Lieu Of Taxes; approving the creation of a Multicounty Park with Hampton County, South Carolina; authorizing certain Infrastructure Credits and; and other related matters.

**Motion to approve** – Vice Chairwoman Clark

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**15. Kim Burgess – Public Hearing and consideration of the [2<sup>nd</sup> reading](#) of Ordinance [#O-2023-19](#) Amending the Business License Ordinance of the County of Jasper to Update the Class Schedule as required by Act 176 of 2020.**

Kim Burgess was present to review and present this consideration of the [2<sup>nd</sup> reading](#) of Ordinance [#O-2023-19](#) Amending the Business License Ordinance of the County of Jasper to Update the Class Schedule as required by Act 176 of 2020. The public hearing was opened but there were no comments, so the public hearing was closed.

**Motion to approve** – Councilman Adkins

Minutes -  
12.04.2023

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

**16. Ryan Romano – Public Hearing and consideration of the 2<sup>nd</sup> reading of Ordinance #O-2023-20 Authorizing and Approving a Loan from the South Carolina Transportation Infrastructure Bank; An Intergovernmental Agreement among Jasper County, South Carolina, The City of Hardeeville, South Carolina and the South Carolina Transportation Infrastructure Bank; and other related matters. (Exit 3 Finance Document)**

Mr. Tedder on behalf of Mr. Romano was present to review and present this consideration of the 2<sup>nd</sup> reading of Ordinance #O-2023-20 Authorizing and Approving a Loan from the South Carolina Transportation Infrastructure Bank; An Intergovernmental Agreement among Jasper County, South Carolina, The City of Hardeeville, South Carolina, and the South Carolina Transportation Infrastructure Bank; and other related matters. Exit 3 Finance Document The public hearing was held but there were no comments so the public hearing was closed.

**Motion to approve – Vice Chairwoman Clark**

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**17. David Tedder – Public Hearing and consideration of the 2<sup>nd</sup> reading of Ordinance #O-2023-21 Amending Section 9-96(3) as adopted by Ordinance No. 2022-39 to provide for the appointment of members to the Levy Fire Protection Board.**

Mr. Tedder was present to review and present this consideration of the 2<sup>nd</sup> reading of Ordinance #O-2023-21 Amending Section 9-96(3) as adopted by Ordinance No. 2022-39 to provide for the appointment of members to the Levy Fire Protection Board. The public hearing was held but there were no comments so the public hearing was closed.

**Motion to approve – Vice Chairwoman Clark**

**Second:** Councilman Adkins

**Vote:** Unanimous

The motion passed.

**18. David Tedder – Public Hearing Only for TICO MCIP and FILOT Agreement**

Mr. Tedder was present for this public hearing only for the TICO MCIP and FILOT Agreement. The public hearing was opened and there were no comments so the public hearing was closed. Mr. Tedder noted that this was an additional public hearing tonight to refresh everyone's memory before the final reading in 2024 due to the age of this document. This was a public hearing only, so no votes were taken.

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## CITIZEN COMMENTS

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**19. 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 6:30PM 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.

1. Alex Guilford was present to discuss Gilmaia Road.
2. Eric Mungin was present to discuss Gilmaia Road.
3. Charise Guilford was present to discuss Gilmaia Road.
4. Kenneth Glasson was present to discuss credit card processing.
5. Matthew Thompson was present to discuss credit card processing. He said that Mr. Skinner had asked him to come speak with the Council, as their new credit card processing company.
6. Michael Skinner, County Treasurer was present to discuss the Treasurer's Office and operations.
7. Jim Grooms of TICO Mfg. was present to address the Council, to speak on behalf of TICO Mfg., and to thank the Council for their support. He invited the Council, to TICO Mfg. and noted that they had added more than 200 jobs.
8. Verna Garvin was present to address the Council. She noted that she had watched the 09.19.2023 Council Meeting and that 98% of the information given by Treasurer Skinner was inaccurate information. She expressed her discontent with his comments.

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**20. Administrator's Report** - Mr. Fulghum reviewed his information. There were no Action Items requiring a vote from the Council in the Administrator's Report.

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## CONSENT AGENDA

**Motion to approve:** Councilman Adkins

**Second:** Vice Chairwoman Clark

**Vote:** Unanimous

The motion passed.

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**21. Wanda Simmons** – Consideration of re-appointments to the Planning Commission.

**22. Wanda Simmons** – Consideration of the draft schedule of 2024 County Council Schedule Meeting Dates for approval at the January 2, 2024, meeting.

**23. Kimberly Burgess** – Consideration of awarding the bid for the Church Road Drainage Improvement Project.

**24. Rose Dobson Elliott** – Consideration of replacement of the lighting at Point South.

25. **Kimberly Burgess** – Consideration of the Eagle View Contract for Pictometry (Aerial Photography) Services.

26. Approval of the Minutes 06.20.2023, 07.17.2023 and 07.20.2023

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**END OF CONSENT AGENDA**

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**27. Council Members Comments**

Councilmember Comments were given but there were no comments that required action.

**28. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda**

**Item II.** There was no need to return to the Executive Session for this meeting. For additional information on this meeting please visit our website for the E-Packet or for the video go to

<https://www.youtube.com/@jcmedia6537> .

**29. Adjournment:**

**Motion to Adjourn:** Vice Chairwoman

**Second:** Councilman

**Vote:** Unanimous

The meeting adjourned.

**Respectfully submitted:**

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Wanda H. Giles  
Clerk to Council

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L. Martin Sauls IV  
Chairman