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<https://www.youtube.com/@jcmedia3657>

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.

To participate in a **Public Hearing for a specific agenda item**, you may either email written public comments to comments@jaspercountysc.gov by **1:00PM on Monday, December 4, 2023**; 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

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



JASPER COUNTY COUNCIL COUNCIL MEETING

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

Monday, December 4, 2023

AGENDA

5:00PM

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. 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**

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
 - 3.1 Action coming out of Executive Session
4. Pledge of Allegiance and Invocation:
5. Discussion of Consent Agenda and Agenda Items:
6. Approval of Agenda:

PRESENTATIONS AND PROCLAMATIONS

7. [David Tedder](#) – Proclamation of Jasper County’s Support of Red Ribbon Week 2023
8. [Coroner Aiken](#) – Request for an Assigned “Take Home” Vehicle
9. [Rose Dobson Elliott](#) – Update on Jasper County Capital Projects.
10. [Lyn Boyles](#) – *Keep Jasper Beautiful* - Report of their accomplishments for 2023.

RESOLUTIONS

11. [Andrew Fulghum](#) – Consideration of Resolution [#R-2023-24](#) Adopting Jasper County Opioid Funds Management Plan and authorizing the execution of a MOU with New Life Center.
12. [David Tedder](#) – Consideration of Resolution [#R-2023-25](#) Approving the Purchase of 112 Weathersbee and Matters Related Thereto.
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.

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

14. [Ryan Romano](#) – Consideration of the **1st 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.

15. [Kim Burgess](#) – Public Hearing and consideration of the **2nd 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.

16. [Ryan Romano](#) – Public Hearing and consideration of the **2nd 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)

17. [David Tedder](#) – Public Hearing and consideration of the **2nd 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.

18. [David Tedder](#) – **Public Hearing Only** for TICO MCIP and FILOT Agreement

CITIZEN COMMENTS

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.

20. Administrator's Report

CONSENT AGENDA

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

END OF CONSENT AGENDA

27. Council Members Comments

28. 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.**

29. 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 # 7



– PROCLAMATION –

WHEREAS, alcohol and drug abuse affect individuals, families, and communities across the nation; and

WHEREAS, it is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

WHEREAS, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

WHEREAS, Red Ribbon Week was celebrated in communities across the nation on October 23-31; and

WHEREAS, businesses, government, law enforcement, military, media, health care providers, religious institutions, schools, organizations such as the Young Marines of the Marine Corps League and other community-based organizations will demonstrate their commitment to foster a healthy, drug-free lifestyle; and

WHEREAS, the community of Jasper County further commits to promoting the ongoing future success of Red Ribbon Week;

NOW, THEREFORE, BE IT RESOLVED, the Jasper County Council of Jasper County, South Carolina, do hereby support and proclaim in observance October 23rd thru October 31st, 2023, as RED RIBBON WEEK, and urged all citizens to join in this special observance.

Dated this 4th day of December 2023.

By: _____

L. Martin Sauls IV
Chairperson of the Jasper County Council

(SEAL)

AGENDA

ITEM # 8

NO INFORMATION PROVIDED
FOR THIS ITEM

AGENDA

ITEM # 9

From: CHRIS HANCE <chance@mbkahn.com>

Sent: Thursday, November 30, 2023 11:20 AM

To: Rose Dobson-Elliott <rdelliott@jaspercountysc.gov>; Andrew Fulghum <fulghum@jaspercountysc.gov>; Kimberly Burgess <kburgess@jaspercountysc.gov>; Tisha L. Williams <tlwilliams@jaspercountysc.gov>

Cc: Bill Cram <bcram@mbkahn.com>; Lee Taylor <ltaylor@mbkahn.com>; Margaret Rush <mrush@mbkahn.com>; Bill Ramsey <bramsey@mbkahn.com>; Ross Tilton <rtilton@mbkahn.com>; Thomas Bradshaw <tbradshaw@mbkahn.com>

Subject: JACTY 2023-11 Program Status Report- County Council

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

Good morning all,

We are providing the following documents as a November 2023 update for the County Council:

1. Program Status Report
2. Program Management Schedule

Please let me know if you have any questions or need any additional information.

--

CHRISTOPHER W.G. HANCE, P.E.

Pre-Construction Services



M. B. Kahn

KAHN Construction Co., Inc.

101 Flintlake Road, Columbia, SC 29223

[803.736.2950](tel:803.736.2950) (main)

[803.227.5247](tel:803.227.5247) (direct)

[803.530.3463](tel:803.530.3463) (cell)

www.mbkahn.com

AGENDA

ITEM # 10

**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, 14th 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.

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

AGENDA

ITEM # 11

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

RESOLUTION R-2023-24

**A RESOLUTION
OF JASPER COUNTY COUNCIL**

TO AUTHORIZE THE JASPER COUNTY ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN JASPER COUNTY AND NEW LIFE CENTER FOR THE PURPOSE OF COLLABORATING ON OPIOID DATA MANAGEMENT USING THE OVERDOSE DETECTION MAPPING APPLICATION PROGRAM (ODMAP) THROUGH THE USE OF FUNDS GENERALLY REFERRED TO AS OPIOID SETTLEMENT FUNDS AND MATTERS RELATED THERETO.

Whereas, Jasper County (hereinafter “County”) has received funds (the “Opioid Settlement Funds”) through its participation in litigation regarding opioid over prescription and marketing, among other things, commonly known as the “Opioid Litigation”, resulting in the distribution of funds to the County which are to be used to address the opioid crisis in our community; and

Whereas, New Life Center is an established organization with expertise in addiction support and recovery services; and

Whereas, New Life Center proposes to assist with opioid crisis management initially through obtaining data regarding the location of overdoses in the community through the utilization of the Overdose Detection Mapping Application Program (ODMAP); and

Whereas, the County has determined it to be in the best interest of its citizens, and in furtherance of their health, welfare, and safety, to obtain this data for use in its opioid crisis response Opioid Settlement Funds; and

Whereas, New Life Center has provided a Memorandum of Understanding attached hereto as Exhibit “A”, which proposes to provide services to the County in accordance with the Phase 1 Jasper County Opioid Management Funds Use Plan attached to the Memorandum of Understanding as Exhibit “1”, using funds totaling \$62,000.00 provided by the County to fund the New Life Center Jasper County Proposed Annual Budget attached to the Memorandum of Understanding as Exhibit “2”;

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

1. Jasper County Council approves the attached Memorandum of Understanding with New Life Center on the terms and conditions as contained therein, including its attached Exhibits "1" and Exhibit "2", and authorizes the County Administrator to execute the Memorandum of Understanding, with authorization to make any such grammatical or non-substantial edits as the County Attorney may recommend.
2. This Resolution shall take effect upon approval by Council.

L. Martin Sauls, IV
Chairman of Jasper County Council

ATTEST:

Wanda Simmons
Clerk to Council

Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

EXHIBIT "A"

**Memorandum of Understanding between Jasper County and New Life
Center with its attached Exhibits "1" and "2"**

EXHIBIT A

MEMORANDUM OF UNDERSTANDING BETWEEN New Life Center AND Jasper County, South Carolina

Subject: ODMAP Management Collaboration

WHEREAS, Jasper County, South Carolina, recognizes the pressing need to address the opioid crisis within its jurisdiction, and

WHEREAS, New Life Center is an established organization with expertise in addiction support and recovery services, and

WHEREAS, Jasper County is committed to leveraging data-driven approaches to combat the opioid crisis effectively, and

WHEREAS, Jasper County recognizes the deficiencies of current data into the ODMAP tool and is committed to improvement,

NOW, THEREFORE, in recognition of their shared goals and mutual desire to collaborate on opioid data management using the Overdose Detection Mapping Application Program (ODMAP), Jasper County, South Carolina, and New Life Center hereby enter into this Memorandum of Understanding (MOU) under the following terms and conditions:

1. Purpose and Scope:

1.1. The primary objective of this MOU is to establish a collaborative partnership for the management and utilization of ODMAP data to enhance opioid overdose response and intervention efforts within Jasper County.

2. Responsibilities:

2.1. Jasper County agrees to provide access to relevant overdose data, as permitted by applicable laws and regulations.

2.2. New Life Center will oversee the management and analysis of ODMAP data, maintain the ODMAP for Jasper County, and ensure data confidentiality and security.

2.3. Both parties will collaborate to identify trends, hotspots, and emerging issues related to opioid overdoses within Jasper County in accordance with the Phase 1 Jasper County Opioid Management Funds Use Plan attached hereto as Exhibit "1", utilizing funds provided by Jasper County as set forth in the New Life Center Jasper County Proposed Annual Budget -1st Year attached hereto as Exhibit "2".

2.4. New Life Center will regularly share ODMAP data, reports, and analysis with Jasper County, providing insights for informed decision-making.

2.5. Jasper County, SC will evaluate this agreement annually to ensure scope is being accomplished.

3. Data Confidentiality:

3.1. Both parties acknowledge the sensitivity of ODMAP data and commit to ensuring its confidentiality, complying with all relevant laws and regulations, including but not limited to data sharing agreements and HIPAA requirements.

4. Term and Termination:

4.1. This MOU shall be effective for a period of two years from the date of signature.

4.2. This MOU shall be effective upon signing and will continue until either party provides a written notice of termination, with a minimum 30-day notice.

4.3 Notwithstanding section 4.1 above, should the budget for year two of this Agreement be larger than the amounts being allocated under Exhibit "2" hereto, Jasper County reserves the right to terminate this MOU.

5. Amendment and Modification:

5.1. This MOU may be amended or modified by mutual written agreement of both parties.

6. Governing Law:

6.1. This MOU shall be governed by and construed in accordance with the laws of the state of South Carolina.

7. Entire Agreement:

7.1. This MOU constitutes the entire agreement between Jasper County and New Life Center regarding the subject matter herein.

IN WITNESS WHEREOF, the undersigned representatives of Jasper County, South Carolina, and New Life Center have executed this Memorandum of Understanding as of the date first below written.

Jasper County, South Carolina

Signature: _____

Printed Name: _____

Title: _____

Date: _____

New Life Center

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT 1

Phase 1 - Jasper County Opioid Management Funds Use Plan

Management plan drafted on behalf of Jasper County, South Carolina in collaboration with New Life Center as a partner in the stakeholder interviews and thought process behind the below plan.

Interviews conducted with:

- Jasper County Fire-Rescue
- Jasper County Coroner's Office
- Jasper County Sheriff's Office
- Jasper County Detention Center
- Ridgeland Police Department
- Ridgeland Fire Department
- Hardeeville Police Department
- Department of Social Services

and other key stakeholders to comprehensively address the Opioid Crisis in Jasper County, South Carolina.

I. Introduction

The Jasper County Opioid Assistance Plan, Phase One, represents a collaborative effort led by the administration of Jasper County, South Carolina, and the New Life Center. This plan was developed with a comprehensive understanding of the opioid crisis and its impact on Jasper County, achieved through interviews conducted with key stakeholders. These interviews allowed us to gather essential insights into the opioid crisis, its root causes, and the challenges it presents to our community.

II. Action Item: Documentation of Opioid Use, Overdoses, and Deaths on ODMAP

Objective: To accurately document and track opioid use, overdoses, and deaths in Jasper County via ODMAP and to inform targeted intervention and prevention efforts. The State of South Carolina allocates funding for opioid management programs based on the critical insights derived from the Overdose Detection Mapping Application Program (ODMAP) data. ODMAP serves as a cornerstone in the state's approach to combating the opioid crisis by providing real-time information on opioid overdoses, trends, and hotspots. This data-driven approach allows South Carolina to strategically allocate resources to areas most affected by opioid misuse. The state leverages the ODMAP data to identify regions with the highest overdose rates, enabling targeted interventions and the deployment of emergency response teams. Additionally, ODMAP data helps the state make informed decisions about resource allocation, ensuring that funds are directed toward prevention, treatment, recovery, and harm reduction initiatives in areas where they are most urgently needed. This data-driven funding strategy not only enhances the effectiveness of opioid management programs but also maximizes the impact of limited resources in addressing the opioid crisis in South Carolina.

Action Plan:

Collaboration with New Life Center: The Jasper County administration, in partnership with the New Life Center, will establish a formal collaboration and memorandum of understanding for New Life Center to document opioid use, overdoses, and deaths on behalf of Jasper County.

ODMAP Input: The New Life Center will maintain the statistics fed into ODMAP for Jasper County, incorporating all data points obtained from key stakeholders. The ODMAP will provide:

- Geographical data pinpointing overdose incidents.
- Timely updates on opioid overdose statistics.
- A breakdown of overdose incidents by age, gender, and substances involved.
- Identifying trends in overdose hotspots.

Data Sharing and Reporting:

- New Life will regularly share overdose data with relevant stakeholders, including law enforcement, healthcare providers, and local community organizations.
- Ensure that information is anonymized and complies with all applicable privacy regulations.

Community Outreach:

- Conduct outreach programs to engage the stakeholders, community citizens and others to encourage reporting of opioid-related incidents.
- Promote awareness about the status of ODMAP data as a resource for the public.

Analysis and Recommendations:

- Periodically review the OD Map data with stakeholders, to identify trends, emerging issues, or areas needing intensified intervention.
- Use this information to recommend policy changes and allocate resources effectively.

III. Action Item: Education Campaign for Recovery

Objective: To provide comprehensive education and support communications campaign for individuals living in Jasper County who are seeking resources to recover from opioid addiction. “When You’re Ready, We’re Here”.

Action Plan:

Needs Assessment: Conduct a communication needs assessment, incorporating input from key stakeholders (Jasper County Fire-Rescue, New Life Center, Coroner’s Office, etc.), to identify gaps in the communication of addiction education and support services in Jasper County.

Education and Awareness Campaign: Develop and launch a multi-faceted educational campaign, utilizing various mediums such as:

- Public service announcements (PSAs) on local television and radio.
- Educational materials, brochures, and posters.
- Programming in schools.
- Online resources, including a dedicated website and social media platforms.
- Workshops, seminars, and community events to provide information about recovery options, available resources, and harm reduction strategies.

Access to Treatment Information: Ensure that individuals seeking recovery have easy access to information about treatment centers, counseling services, and support groups available within Jasper County and nearby areas, informed by stakeholder interviews.

Stigma Reduction: Develop and implement strategies to reduce the stigma associated with opioid addiction, as recommended by stakeholders, encouraging those in need to seek help without fear of judgment.

Recovery Support Network: Establish/Enhance a network of peer support groups and recovery coaches, incorporating insights from key stakeholders, to assist individuals in their journey toward recovery. Collaborate with existing organizations and volunteers to expand this network.

Measuring Impact: Continuously assess the effectiveness of the education campaign through surveys, feedback from participants, and monitoring the utilization of resources. Make necessary adjustments to improve outcomes, guided by insights from stakeholders.

IV. Conclusion

Phase One of the Jasper County Opioid Assistance Plan represents the initial step in a comprehensive strategy to address the opioid crisis in Jasper County, South Carolina. With the invaluable insights gathered from interviews with key stakeholders, we aim to utilize these funds with measurement and outcomes. By partnering with the New Life Center to document opioid use, overdoses, and deaths on the ODMAP and initiating a robust education communications campaign, we are dedicated to improving the lives of those affected by opioid addiction, reducing overdose incidents, and creating a more supportive and informed community for individuals in recovery.

This phase is the beginning of our ongoing efforts to address the opioid crisis in Jasper County.

About ODMAP:

ODMAP provides near real-time suspected overdose data across jurisdictions to support public safety and public health efforts to mobilize an immediate response to a sudden increase, or spike, in overdose events.

About New Life Center:

The New Life Center develops and manages a three-county system of outpatient services to prevent and reduce the negative health, social, and economic consequences resulting from addiction and co-dependency. Through a variety of affordable, accessible, and high-quality programs, this system strives to create a safe and healthy environment for the citizens of Allendale, Hampton, and Jasper Counties of South Carolina.

About Jasper County, SC:

To provide efficient government services and manage growth while protecting Jasper County's rich environmental heritage and quality of life.

EXHIBIT 2
NEW LIFE CENTER
JASPER COUNTY
PROPOSED ANNUAL BUDGET - 1ST YEAR
ONE FULL-TIME EMPLOYEE

PERSONNEL SERVICES

Employee Salary **\$40,000.00**

Fringe

FULL FAMILY

Health \$14,669.28

Dental \$161.76

Employer Portion of Employee Ins \$200.40

SOCIAL SECURITY/MEDICARE \$3,060.00

\$18,091.44

Contractual Services

Data Processing \$360.00

Telephone - Office Phone \$200.00

Office 365 email/excel/word \$66.00

\$626.00

Office Supplies

LAPTOP -One Time Purchase \$1,500.00

General Office Supplies \$200.00

\$1,700.00

Travel / Training

Local Travel **\$1,582.56**

Training related to SCAPPA Certification

TOTAL BUDGET **\$62,000.00**

AGENDA

ITEM # 12

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2023-25

RESOLUTION OF JASPER COUNTY COUNCIL

Ratifying the Option Contract for the Purchase of 112 Weathersbee Drive, Ridgeland, SC , having TMP Numbers 063-26-14-001 and 063-26-14-002

WHEREAS, the owner of certain real property has tentatively accepted an offer by Jasper County to purchase from owner that property consisting of two lots described on a plat of survey recorded in Plat Book 28 at Page 268 as Parcel “A” and Parcel “B”, having TMP Numbers 063-26-14-001 and 063-26-14-002, and a street address of 112 Weathersbee Drive, Ridgeland, SC 29936, upon the terms and conditions of that certain Option Agreement executed November 29, 2023 by the Jasper County Administrator, subject to ratification of the Option Agreement by Jasper County Council; and

WHEREAS, this property is relatively close to the Clementa C. Pinckney Jasper County Government Building, will provide additional land area and constructed building space, and be of considerable use to the County as a nearby satellite office; and

WHEREAS, Jasper County Council is of the belief that it is in the best interest of the County and its citizens to ratify this agreement and complete the purchase;

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby ratifies the Option Agreement executed November 29, 2023 by the Jasper County Administrator (a copy of which is attached hereto as Exhibit A), and the actions of the County Administrator taken to date to facilitate the acquisition of the aforesaid property under the terms and conditions set forth in said Option Agreement; and

1. The County allowed is allowed a period of 90 days from the date of final execution of the Option by the owner to satisfy itself of the condition of the property, title, and any other matters, and shall provide the Council with its report and recommendation regarding exercising the Option within 75 days of the full execution of the Option; and

2. The Jasper County Administrator shall be and he is hereby authorized to engage and associate, upon the recommendation of the County Attorney, the firm of Harvey and Battey, PA, to act as Escrow Agent for the transaction and undertake the usual and customary tasks of due diligence prior to exercise of the Option, including title research, preparation of a title insurance commitment, and obtaining a current survey, and upon exercise of the Option, document preparation and usual and customary real estate closing tasks for Jasper County.

This Resolution No. _____ made this _____ day of _____, 2023.

L. Martin Sauls, IV
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

OPTION AGREEMENT

This Option Agreement is made this _____ day of November 2023 (the date the last signature is provided), by and between **BAPTIST GARDENS, LLC, a California Limited Liability Company** (the "Seller"), whose address is 3780 Kilroy Airport Way, Suite 200, Long Beach, CA 90806, and **Jasper County, South Carolina** (the "Buyer"), whose address is c/o Andrew Fulghum, County Administrator, P.O. Box 1149, Ridgeland, SC 29936 (mailing), 358 Third Avenue, Suite 303, Ridgeland, SC 29936 (Street).

SECTION ONE

GRANT OF OPTION

A. In consideration of the mutual promises of the parties, the Seller does hereby give and grant to the Buyer the exclusive and irrevocable right, privilege and option to purchase, under the conditions hereinafter provided, all of the Seller's right title and interest in the real property ("Property") which is located in Jasper County, South Carolina, and more particularly described as follows:

ALL THOSE CERTAIN PIECES, PARCELS OR LOTS OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF RIDGELAND, COUNTY OF JASPER, STATE OF SOUTH CAROLINA, BEING SHOWN AND DESCRIBED AS PARCEL "A" CONTAINING (0.41) ACRES, MORE OR LESS AND PARCEL "B" CONTAINING (0.39) ACRES, MORE OR LESS, ON A BOUNDARY SURVEY PREPARED FOR JOSEPH A. HOWELL, JR. ENTITLED "A BOUNDARY SURVEY AND DIVISION OF TAX MAP #063-26-N- 001, PERRY SUBDIVISION" PREPARED BY THOMAS G. STANLEY, JR., P.L.S. DATED NOVEMBER 30,2005 AND IS RECORDED IN PLAT BOOK 28 AT PAGE 268. THE METES, BOUNDS, DISTANCES AND ALL OTHER MATTERS APPEARING ON THE AFOREMENTIONED PLAT ARE INCORPORATED HEREIN BY REFERENCE.

B. All deposits and payments made by the Buyer to the Seller pursuant to this Agreement prior to the Closing (either directly or through an escrow agent, if any) shall be applied towards the Purchase Price of the Property. The Seller fully agrees and acknowledges that the consideration given by the Buyer constitutes legal, adequate, and valuable consideration for the purposes of this Agreement.

C. The purchase price for the Property shall be Eight Hundred Seventy-Five Thousand and 00/100s Dollars (\$875,000.00) (the "Purchase Price"), Five Thousand and 00/100s Dollars (\$5,000.00) of which (the "Option Deposit") has been paid by the Buyer, receipt of which is acknowledged by the escrow agent and communicated to Seller. The remaining Eight Hundred Seventy and 00/100s Dollars (\$870,000.00) of the Purchase Price shall be paid by the Buyer at closing.

D. The "Effective Date" shall be the date that the last of the parties to this Agreement signs and executes below.

SECTION TWO

OPTION TERMS

A. The Seller, in consideration for the payment of the Option Deposit and other consideration, does hereby grant to the Buyer the exclusive right and option to purchase the Property described above (the "Option").

B. The Option Deposit shall initially be held by the Buyer's closing attorney, Kevin E. Dukes of Harvey & Battey, PA, 1001 Craven Street, Beaufort, SC 29902) (the "Escrow Agent"). By his signature below, the Escrow Agent agrees to be bound by the terms of this Agreement with regard to the disposition of the Option Deposit.

C. At all reasonable times prior to Closing, Buyer, its officers, employees, agents, attorneys, surveyors, consultants, architects and engineers shall have the right to enter upon the Property at reasonable times during the term of this Agreement for purposes of making such studies, inspections, environmental assessments, soil tests, etc. including, but not limited to, a general building inspection by a licensed inspector, CL-100 wood infestation, mold, and septic or sewer inspections as Buyer deems reasonably necessary. If any deficiencies are reported, Buyer and Seller will attempt to reach a further agreement concerning repairs. To the extent allowed by law, Buyer agrees to indemnify and hold harmless Seller from and against all loss, cost, injury, damage or expense, including reasonable attorney's fees, arising from any personal injury (or death) or property damage caused by such entry or tests, and shall return the Property as nearly as possible to its original condition after any such studies, assessments, inspections and tests. Any such inspections, investigations, test and other assessments contemplated under this Section Two C shall be conducted in such a manner so as to avoid interference with any tenant of Seller located in the Property.

D. The Buyer may cancel this Agreement at any time for any or no reason within the first ninety (90) days following the Effective Date by delivering written notification to the Seller. All sums paid by Buyer as Option Money hereunder shall be refundable less the sum of One Thousand and 00/100s Dollars (\$1,000.00) to be delivered to Seller as independent contract consideration for Buyer's right to terminate. The aggregate sum of the Option Money shall be applied against the Purchase Price of the Property if Buyer exercises its Option to purchase the Property. Should Buyer fail to exercise the Option herein granted, all Option Money (less said One Thousand and 00/100s Dollars (\$1,000.00) paid by Buyer pursuant to this Agreement shall be returned by the Escrow Agent to Buyer, and Seller shall have no other claim or right for any damages, losses, costs, expenses, or fees against Buyer by reason of this Agreement, and Buyer shall have no claim or right for the return of any other sums paid by Buyer hereunder.

E. If the Option is exercised as provided herein, this Agreement shall become an Agreement for Purchase and Sale of the Property on the terms and conditions set forth herein. Buyer shall deposit the additional sum of Five Thousand and 00/100s Dollars (\$5,000.00) as additional Option Money with the Escrow Agent upon the exercise of the Option, which shall be non-refundable except for Seller default to deliver Closing documents transferring title as contemplated herein, but shall be applicable to the Purchase Price

F. The Buyer shall have the right to exercise this Option during a period of time beginning at 9:00 AM on the Effective Date and lasting until 5:00 PM on the ninetieth (90th) day following the Effective Date, unless the ninetieth (90th) day falls on a weekend or federal holiday, in which case such period shall be extended until 5:00 PM on the next business day (the "Option Period"). The Buyer shall exercise this option by mailing written notice by registered mail, Fedex, or UPS to the Seller at the address indicated above (the letter must be mailed to Seller by the time and date indicated above) or by hand delivering written notice to the Seller (with the Seller giving the Buyer a written receipt indicating the time and date of receipt). The date that the Buyer provides this notice shall be known as the "Date of Commencement."

G. It is understood and agreed that time is of essence as to the payment of the Purchase Price under this provision. If the Buyer does not exercise the terms of this Option by the ending date as specified above, then the right and option set forth herein shall immediately terminate and all deposits paid shall be kept by the Seller.

SECTION THREE

PROMISES OF PARTIES FOLLOWING EXERCISE OF OPTION

Subject to the Buyer exercising this Option, the Seller and the Buyer agree that the Seller shall sell and the Buyer shall buy the

Property upon the following terms and conditions.

A. Representations and Warranties

To induce the Buyer to enter into this Agreement, the Seller makes the following representations, warranties, and covenants:

1. Seller has good and marketable fee simple title to the Property, free and clear of all liens, property taxes, encumbrances, and restrictions, except for those restrictions appearing of record, taxes for the year of closing, encumbrances that will be cleared prior to closing, and encumbrances that will be cleared at the closing out of the Seller's proceeds from the Purchase Price. Seller has received no notice, nor has Seller any knowledge, of any actions or claims filed or threatened by anyone against the Property or Seller in connection with any injury or damage sustained incidental to the use or occupancy of the Property. Seller shall promptly notify Buyer of any such notice received between the date hereof and the Closing Date. Seller knows of no violation of any federal, state, county or municipal law, ordinance, order, rule or regulation affecting the Property, and Seller has received no notice of any such violation issued by any governmental authority.
- 2.
3. Seller has all necessary power and authority and has obtained any and all consents required to enter into this Agreement; as of the Closing, Seller will have obtained any and all consents or approvals, if any, required to enter into all of the documents to be delivered by Seller at the Closing and to consummate or cause to be consummated the transactions contemplated hereby. The persons executing this Agreement have all necessary power and authority to execute and deliver this Agreement and to bind their interest to the provisions hereof. All of the documents to be delivered by Sellers at the Closing will be authorized and properly executed and will constitute the valid and binding obligation of Seller.
4. There are no condemnations or similar proceedings affecting any part of the Property and no such proceeding shall be pending on the Closing Date. To the best of the Seller's knowledge, no such condemnations or other proceeds are threatened or planned.
4. To the best of the Seller's actual knowledge and belief: (i) no toxic or hazardous substances, wastes, or other environmental hazards of any kind have been disposed upon or released in, on, under, or from the Property; (ii) there are not presently, nor have there ever been any underground storage tanks, gas or oil wells, or above ground storage tanks located in, on, or under the Property; (iii) no written notices have been issued from governmental authorities asserting any violations of state or federal environmental laws.
5. There are no service contracts or agreements relating to the operation, maintenance, or security of the property under which the Seller is bound and which will survive the closing.
6. To best of Seller's knowledge, all encroachments, reservations, limitations, road right of ways, or servitudes affecting the Property are disclosed in the Public Records, and Seller has granted no encroachments, reservations, limitations, road right of ways, or servitudes affecting the Property which are unrecorded in the Public Records
7. The Seller is not subject to any commitment, obligation, or agreement, including, but not limited to, any right of first refusal or option to purchase, granted to a third party, which would or could prevent the Seller from completing the sale of the Property as contemplated by this Agreement, or such shall exist, Buyer will obtain a waiver of such right by the end of the ninetieth (90th) day following the Effective date. Specifically, it is acknowledged the property is presently leased to a third party, and such lease must be terminated at least fifteen (15) days prior to the scheduled closing date.
8. Seller shall be in sole and exclusive possession of the Property and will deliver possession of the Property free of all leases on the Closing Date.
9. Seller has fully paid all bills, claims and obligations for labor performed and materials furnished in and about the

improvement of the Property, and no such bills, claims or obligations are outstanding or unpaid.

10. Until Closing, Seller shall, at its expense, keep the Property and improvements thereon, if any, constantly insured, with an insurance company reasonably acceptable to Purchaser, against loss by fire and other casualties with extended coverage in the same amounts as carried by Seller as of the date hereof.

11. During the option period and, if the Option is exercised by Buyer, prior to the Closing, Seller shall not take any of the following actions with respect to the Property or any portion thereof: (i) enter into any new lease, amendment, or extension of an existing lease, license, or other agreement for the occupancy of the Property or any portion thereof that cannot be terminated by Seller or its successor in interest on or prior to the Closing; (ii) enter into any contracts (excepting a Third Party Contract) pertaining to the Property or any portion thereof or any amendment or extension of any such contract which cannot be terminated by Seller on or prior to the Closing (as hereinafter defined); (iii) alter the legally permitted uses of the Property or any portion thereof without the prior written consent of Purchaser; (iv) sell, encumber, or grant any security interest in the Property or any portion thereof which will survive the purchase of the Property by Buyer; or (v) change or allow to be changed the physical condition of the Property in any material respect.

12. Upon conveyance of the Property to Buyer, the Property shall not be encumbered in any way except as set forth in the Permitted Exceptions. Seller has had no known boundary or water drainage disputes with the owners of any premises adjacent to the Property and has no knowledge of any such dispute involving former owners of the Property.

B. Conditions Precedent

The obligations of the Buyer to close this transaction are subject to the Buyer having given Notice to Purchase and subject to the following:

1. All representations and warranties of the Seller shall be true and correct as of the Closing Date as if such representations and warranties were being made on such date.
2. Seller shall have performed all covenants and agreements to be performed by the Seller as is herein provided.
3. The Property shall be vacant and any required tenant relocation costs having been paid by the Seller.
4. If any of such conditions are not fulfilled on or as of the Closing Date, and notwithstanding anything to the contrary in this Agreement, the Buyer shall have the right to terminate this Agreement and to obtain a full refund of any deposits made to the Seller or escrow agent whereupon all parties shall be relieved of any further obligations hereunder.

C. Clear Title

1. Within twenty (20) days of the execution of this Agreement by the Seller, the Seller shall deliver to the Buyer any existing title insurance policies (or abstracts of title) and surveys for the Property that are in the Seller's possession or

which the Seller might obtain possession of by reasonable efforts. The Buyer shall return to these items to the Seller if the closing fails to occur and this Contract is terminated.

2. Seller shall convey a marketable fee simple title by limited warranty deed, subject only to the customary standard exceptions free from liens, encumbrances, and exceptions except as may be approved by Buyer, and those monetary exceptions which shall be discharged by Seller at or before closing. Marketable title shall be determined according to applicable title standards adopted by authority of the South Carolina Bar and in accordance with law. Within forty-five (45) days after execution and delivery of this Agreement, Buyer shall, at Buyer's cost, obtain and deliver to Buyer a title insurance commitment for an owner's title insurance policy in the amount of the Purchase Price issued by either First American Title Insurance Company, Old Republic National Title Insurance Company or Chicago Title Insurance Company through a SC licensed agent, as designated by Buyer (the "Title Insurer") showing title to the Property in Seller on the date thereof, naming Buyer as the proposed insured, subject only to the following permitted exceptions (the "Permitted Exceptions"):

(i) The general printed exceptions customarily contained in owner's title insurance policies issued by such Title Insurer, provided the title insurance policy issued to Buyer at Closing shall not include such general printed exceptions (nor shall at Closing the foregoing be Permitted Exceptions) and instead shall include only matters which would be disclosed by a current and accurate survey and inspection of the Property (but expressly excluding rights or claims of parties in possession);

(ii) Public and utility easements of record which are not violated;

(iii) Covenants, conditions and restrictions of record (if any) which are not violated and which do not impair the use or marketability of the Property or interfere with Buyer's intended development or use of the Property for the Project

(iv) General real estate taxes not yet due and payable (to be prorated as provided hereinbelow). The parties hereto acknowledge, however, that Buyer is a South Carolina body politic and political subdivision which may affect tax pro-rations;

(v) Such other exceptions (if any) as may be approved in writing by Buyer.

Notwithstanding anything contained herein to the contrary, the Permitted Exceptions shall not include any mortgage or other liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of the Closing (collectively, "Seller Mandatory Cure Items"), and Seller shall remove all Seller Mandatory Cure Items at or prior to Closing by using Seller funds and/or the purchase proceeds paid by Buyer at Closing.

3. If the Buyer discovers that the title is defective, the Buyer shall notify the Seller in writing specifying the defect(s). If the defect(s) render the title unmarketable or uninsurable the Seller will have thirty (30) days from receipt of notice within which to remove the defect(s), and if the Seller is unsuccessful in removing them within such time or should Seller refuse to cure such defect(s), the Buyer shall have the option of either accepting the title as it then is, or demanding a refund of the Option Money and any additional deposits paid hereunder which shall forthwith be returned to the Buyer and thereupon the Buyer and the Seller shall be released as to one another of all further obligations under this Agreement. Should Seller agree to cure any such title defects, all expenses related thereto shall be paid by the Seller. Notwithstanding anything to the contrary contained hereinabove, Seller shall be under no obligation to cure any defects in title

D. Closing

1. This transaction shall be closed and the deed and other closing papers delivered on or before the thirtieth (30th) day following the Date of Commencement of this Agreement (the "Closing Date") unless extended by other provisions of this

Contract or by the mutual consent of both parties. The closing shall be held at the office of the attorney or other closing agent designated by the Buyer. Closing may be by overnight delivery of documents to the closing attorney, who shall hold such in escrow until such time as the Closing can be completed and sales proceeds are available for wiring to the Seller. Without negating the provisions of the immediately preceding sentence, the Closing shall occur in South Carolina under the supervision of a licensed South Carolina attorney and in conformance with South Carolina law.

2. At closing the Buyer shall pay the Purchase Price, after a credit for all Option Money and additional deposits with the Escrow Agent and plus or minus prorations and other adjustments provided herein, by wire, bank cashier's check or certified check either of which shall be issued by and drawn on a local institution and the Seller shall furnish the limited warranty deed, an owners affidavit in form acceptable to the Title Insurer, non-foreign status affidavit, 1099-S form, SC Withholding Affidavit, and such other documents, instruments, certifications and confirmations as may reasonably be required by to fully effect and consummate the transactions contemplated hereby, as well as any corrective instruments that may be required in connection with perfecting the title. The Buyer shall furnish the closing statement.

3. The Seller shall pay the following closing costs: state documentary (transfer) stamps and surtax charges, the cost of recording any corrective instruments, and its own attorney fees and costs. The Buyer shall pay the cost of recording the deed, title insurance premiums and the cost for recording the purchase money mortgage (if any). Both parties represent and affirm that neither has engaged the services of a real estate broker or like person or entity to which a commission upon this sale will be due.

E. Restrictions; Easements; Limitations

The Buyer shall take title subject to the Permitted exceptions as set forth in Section 2(i) above, and other exceptions approved by Buyer after receipt of its title insurance.

F. Survey

The Buyer, at the Buyer's expense, may have the Property surveyed and certified by a registered South Carolina surveyor, said survey to be completed within forty-five (45) days of the Effective Date hereof. If the survey shows any encroachment on the Property or that improvements located on the Property in fact encroach on setback lines, easements, lands of others, or violate any restrictions, Agreement covenants, or applicable governmental regulations, or differs from the existing survey, the same shall be treated as a title defect.

G. Ingress and Egress

The Seller warrants that there is ingress and egress to the Property and Seller is not aware of any impediments to any such ingress or egress.

H. Liens

The Seller shall furnish to the Buyer at time of closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statements, claims of lien or potential lienors known to the Seller and further attesting that there have been no improvements or repairs to the Property for 95 days immediately preceding the date of closing in a form satisfactory to the Title Insurer. If the Property has been improved, or repaired within such time, the Seller shall deliver releases or waivers of mechanic's liens, executed by all general contractors, subcontractors, suppliers, and materialmen, in addition to the Seller's lien affidavit setting forth the names of all such general contractors, subcontractors, suppliers, and materialmen and further reciting that in fact all bills for work to the Property or personalty which could serve as a basis for a mechanic's lien or a claim for damages have been paid or will be paid at closing.

I. Prorations

Taxes and assessments (if any) shall be prorated through the day to the closing. Cash at closing shall be increased or decreased as may be required by said prorations. All prorations will be made through the day prior to occupancy if occupancy occurs before closing. Taxes shall be prorated based on the current year's tax. If closing occurs at a date when the current year's millage is not fixed, and current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1 of the prior year, then taxes shall be prorated based upon the prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration homestead exemption, if any. However, any tax prorations based on an estimate may at the request of either the Buyer or the Seller be subsequently readjusted upon receipt of tax bill on condition that a statement to that effect is set forth in the closing statement. The parties hereto acknowledge, however, that Buyer is a South Carolina body politic and political subdivision which may affect tax pro-rations

J. Special Assessment Liens

Certified, confirmed, and ratified special assessment liens, if any, as of the date of closing (and not as of Effective Date) are to be paid by the Seller. Pending liens as of the date of closing shall be assumed by Buyer, provided, however, that if the improvement has been substantially completed as of the Effective Date, such pending lien shall be considered as certified, confirmed, and ratified and the Seller shall, at closing, be charged an amount equal to the last estimate assessing body of assessment for the improvement.

K. Default

1. If, after (if ever) Buyer exercises its Option to purchase the Property, Seller fails to perform any of Seller's obligations hereunder for any reason other than the termination of this Option by Buyer pursuant to any right to terminate expressly set forth in this Option, or Buyer's failure to perform Buyer's obligations under this Option, or if any of Seller's warranties set forth in this Contract are determined to be materially inaccurate or untrue, then Buyer, at Buyer's option, shall have the right, as Buyer's sole remedy, at law or in equity, either:

(a) to terminate this Option by giving written notice thereof to Seller, whereupon the Earnest Deposit, less Independent Consideration, shall be refunded to Buyer free and clear of all rights and claims with respect thereto by Seller and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder;

b) provided that Buyer shall have fully performed all of his obligations hereunder and tendered full performance by Buyer (including tender of the Purchase Price), to seek specific performance of this Option;

(c) extend the time for performance up to thirty (30) days and the Closing will be extended as necessary; or

(d) only if specific performance is unavailable as a remedy, pursue actual monetary damages against Seller (but not speculative, consequential, special or punitive damages), in an amount not to exceed twice the amount of the Option Money and Additional Option Money should Buyer prevail in damages lawsuit; provided further if the equitable remedy of specific performance is not available due to Seller's conveyance of the Property or any part thereof to a third party, Buyer may seek any other right or remedy available at law or in equity, and notwithstanding anything to the contrary set forth in this Agreement, in no event shall the amount of recovery against Seller be capped at the amount of the Option Money in such circumstances.

2. If, after (if ever) Buyer exercises its Option to purchase the Property, Buyer defaults in its obligations hereunder to close for any reason other than the termination of this Option by Buyer pursuant to its right to terminate expressly set forth in this Option, or Seller's failure to perform Seller's obligations under this Option, then Seller shall be entitled, at its sole and exclusive option, to have paid to the Seller the Option Money, which includes any additional Option payments or deposits for extensions. BUYER AND SELLER HAVE CONSIDERED CAREFULLY THE LOSS TO SELLER OCCASIONED BY TAKING THE PROPERTY OFF THE MARKET AS A CONSEQUENCE OF THE NEGOTIATION AND EXECUTION OF THIS

AGREEMENT, THE EXPENSES OF SELLER INCURRED IN CONNECTION WITH THE PREPARATION OF THIS AGREEMENT AND SELLER'S PERFORMANCE HEREUNDER, AND THE OTHER DAMAGES, GENERAL AND SPECIAL, THAT BUYER AND SELLER REALIZE AND RECOGNIZE SELLER WILL SUSTAIN BUT THAT SELLER CANNOT AT THIS TIME CALCULATE WITH ABSOLUTE CERTAINTY. BASED ON ALL THOSE CONSIDERATIONS, BUYER AND SELLER HAVE AGREED THAT THE DAMAGE TO SELLER IN SUCH EVENT WOULD REASONABLY BE EXPECTED TO EQUAL THE SUM OF THE OPTION MONEY, AND THAT SUCH AMOUNT CONSTITUTES A FAIR AND REASONABLE ESTIMATE OF DAMAGES AND NOT A PENALTY. ACCORDINGLY, IF BUYER FAILS TO CONSUMMATE THE PURCHASE OF THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND SUCH FAILURE CONSTITUTES A DEFAULT BY BUYER HEREUNDER, THEN SELLER SHALL HAVE THE RIGHT, AS ITS SOLE AND EXCLUSIVE REMEDY, TO RECEIVE AND RETAIN THE OPTION MONEY AS FULL AND COMPLETE LIQUIDATED DAMAGES.

3. In the event of a dispute hereunder, the prevailing party shall be entitled to an award of reasonable attorney's fees and expense related to any such dispute.

L. Contract Not Recordable; Persons Bound; Notice

Neither this Agreement nor any notice thereof shall be recorded in any public records. This Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any party shall be as effective as if given by or to the party.

M. Occupancy

Seller represents that there are no parties in occupancy other than the Seller; however, there is a lease to NAME which shall be terminated at least fifteen (15) days prior to the Closing Date. Seller agrees to deliver occupancy of the Property at the time of closing unless otherwise stated herein. If occupancy is to be delivered prior to closing, Buyer assumes all risk of loss to the Property and personalty for the date of occupancy, and shall be responsible and liable for maintenance thereof from such date, and shall be deemed to have accepted the Property and personalty in their existing condition as of the time of taking occupancy unless otherwise stated herein or in a separate writing.

N. Conveyance

Seller shall convey title to the Property by limited warranty deed, as appropriate to the status of the Seller, subject only to matters contained in Section C hereof and those otherwise accepted by Buyer.

O. Casualty and Condemnation.

1. Risk of Loss. Until the Closing Date, all risk of loss of, or damage to, or destruction of, the Property (whether by fire, flood, tornado or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by Seller. After the Closing Date, all risk of loss of, or damage to, or destruction of, the Property (whether by fire, flood, tornado or other casualty, or by the exercise of the power of eminent domain, or otherwise) shall belong to and be borne by Buyer.

2. Casualty and Condemnation. In the event prior to the Closing Date of: (i) any casualty or damage to the Property or any material portion thereof or (ii) any taking or threat of taking by condemnation (or any conveyance in lieu thereof) of the Property or any material portion thereof (by anyone having the power of eminent domain) then Buyer may terminate this Agreement by written notice within fifteen (15) days of notice of the occurrence by Seller to Buyer whereupon the Option Money shall be promptly returned to Buyer (less One Thousand and 00/100s (\$1,000.00) dollars thereof which shall be paid to Seller). In the event that Buyer fails to notify Seller of its termination under the previous sentence, then Buyer shall consummate the purchase of the Property without reduction in the Purchase Price and Seller shall, on the Closing Date, pay to Buyer the amount of all uninsured losses (including any insurance deductible) and all insurance proceeds then received by Seller and all condemnation awards and compensation then received by Seller. In addition, Seller shall transfer and assign to Buyer, in form reasonably satisfactory to Buyer, all rights and claims of Seller with respect to payment for damages and compensation on account of such damage, destruction or taking.

P. Other Agreements

No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Agreement. No modifications or changes in this Agreement shall be valid or binding upon the parties unless in writing and executed by the

party or parties to be bound thereby.

Q. Miscellaneous. It is further understood and agreed as follows:

1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. To expedite the transaction contemplated herein, signatures transmitted via email may be used in place of original signatures on this Agreement.

2 Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the Closing and the delivery of the deed without limitation.

3 Severability. If any provision of this Agreement shall be held to be void or unenforceable for any reason, the remaining terms and provisions hereof shall not be affected thereby.

4 Time. Time is of the essence of this Agreement. In computing any period of time pursuant to this Agreement, the last day of the period so computed will be included unless it is not a Business Day, in which event the period runs until the end of the next following day which is a Business Day. As used herein, "Business Day" shall mean any day other than a Saturday, Sunday, federal holiday or other day on which national banks operating in Charleston, South Carolina are authorized or required to be closed for the conduct of regular banking business.

5 Binding Effect. The provisions of this Agreement shall inure to the benefit of and bind the successors and permitted assigns of the parties hereto.

6 Amendment and Waiver. This Agreement may be amended at any time in any respect only by an instrument in writing executed by Seller and Buyer. Either party may waive any requirement to be performed by the other hereunder, provided that said waiver shall be in writing and executed by the party waiving the requirement.

7 Integrated Agreement. This Agreement constitutes the entire agreement between Buyer and Seller relating to the purchase of the Property, and there are no agreements, understandings, restrictions, warranties or representations between Buyer and Seller other than those set forth herein.

8 Choice of Law. It is the intention of Seller and Buyer that the laws of the state where the Property is located shall govern the validity of this Agreement, the construction of its terms and interpretation of the rights and duties of Buyer and Seller. Jurisdiction and venue shall be in the Circuit Court for Jasper County, South Carolina.

9 Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

IF TO SELLER:

Baptist Gardens, LLC

Attn: Kent Dalton, President

5903 Coldbrook

Lakewood, California 90713

Email: kent@bapistgardens.org & mark.larson@lee-associates.com &

WITH A COPY TO:

TURNER PADGET GRAHAM & LANEY, P.A
Attn: Ian D. McVey, Esq.
1901 Main Street, 17th Floor
Columbia, South Carolina 29201
Email: imcvey@turnerpadget.com

IF TO BUYER:

Andrew P. Fulghum
Jasper County Administrator
358 Third Avenue, Suite 303
Ridgeland, SC 29936
Email: afulghum@jaspercountysc.gov

WITH A COPY TO:

David L. Tedder
Jasper County Attorney
358 Third Avenue, Suite 203
Ridgeland, SC 29936
Email: dtedder@jaspercountysc.gov

or to such other address in the continental United States as any party may designate by notice complying with the terms of this paragraph. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery; (b) on the date of transmission with confirmed answer back if by email; and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. The addresses of the parties hereto for purposes of notice may be changed by giving notice of such change thereof to the other party. Unless and until such written notice is received, the last address and addressee stated herein shall be deemed to continue in effect for all purposes.

10 Waiver of Tender. Formal tender of an executed deed and the Purchase Price each is hereby waived; proof of tender may be made by scan of documents or certification by the bank of available funds.

11 Attorney's Fees. In the event any claim is asserted by or against any of the parties hereto with respect to this Agreement or the subject matter hereof, the party or parties prevailing in any litigation resulting from such claim shall be entitled to request the Court to award such reasonable attorneys' fees and all court costs as it shall see fit, incurred by the prevailing party or parties in such litigation from the party or parties who fail so to prevail.

6.12 Typewritten or Handwritten Provisions. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of this contract in conflict therewith.

The parties have executed this agreement at Jasper County the day and year as shown below.

ADDENDUM # 1 TO OPTION

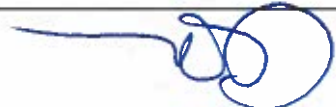
The Option Agreement ("Option") entered into by and between Jasper County, South Carolina, as Buyer, and Baptist Gardens, LLC, as Seller, dated _____, 2023, is hereby amended as follows:

1. Any reference to Buyer indemnification in the Option is deemed to mean "to the extent allowed by South Carolina law, Buyer agrees to indemnify and hold harmless";
2. The Contract is amended to add the following as Paragraphs "R" and "S":

Q. County Council Ratification. "NOTWITHSTANDING ANY OTHER PROVISION HEREIN, NEITHER THIS OPTION CONTRACT NOR ANY AMENDMENT HERETO SHALL BE A VALID, BINDING OR ENFORCEABLE OBLIGATION OF BUYER UNLESS AND UNTIL SUCH DOCUMENT IS RATIFIED IN WRITING WITHIN THIRTY (30) DAYS OF SELLER EXECUTING THIS OPTION CONTRACT BY THE CHAIRMAN OF THE JASPER COUNTY COUNCIL PURSUANT TO RESOLUTION OF THE COUNCIL. NOTWITHSTANDING THE FOREGOING, IT IS ACKNOWLEDGED AND AGREED THAT THE DURATION OF THE INSPECTION PERIOD IS ESTABLISHED PURSUANT TO THE PROVISIONS OF PARAGRAPH "C" HEREINABOVE."

R. Neither party shall be liable under any legal or equitable theory for any incidental or consequential damages, including without limitation, lost profits or lost opportunity, even if they have been advised of the possibility of such damages. Nothing herein shall be construed to waive any provision regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law.

JASPER COUNTY, SOUTH CAROLINA

By: 
Andrew P. Fulghum
Its: County Administrator

BAPTIST GARDENS, LLCs

By: _____
Printed name:
Its:

By: _____
Printed name
Its:
Date: _____, 2023

Ratified by Jasper County Council in accordance with a Resolution passed on _____, 2023.

Jasper County Council

By: _____
L. Martin Sauts, IV, Chairman


THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. DO NOT SIGN IF THERE ARE BLANK SPACES NOT FILLED IN. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THE PARTIES ACKNOWLEDGE THE EXISTENCE AND INCORPORATION BY REFERENCE OF THE ATTACHED "ADDENDUM #1 TO OPTION."

JASPER COUNTY, Buyer

By: _____

 11/29/23
Date


Witness

SIGNATURES CONTINUE ON FOLLOWING PAGE

BAPTIST GARDENS, LLC, Seller

By: _____

Printed name: _____

Date

Its: _____

Witness _____

Attest: _____

Printed name: _____

Date

Its: _____

Witness _____

AGREEMENT OF ESCROW AGENT

I hereby agree to the terms of this Agreement in so far as they govern the conduct of the Escrow Agent. I acknowledge receipt of the "Option Deposit" from the Buyer as specified herein.

Dated: _____, 2023.

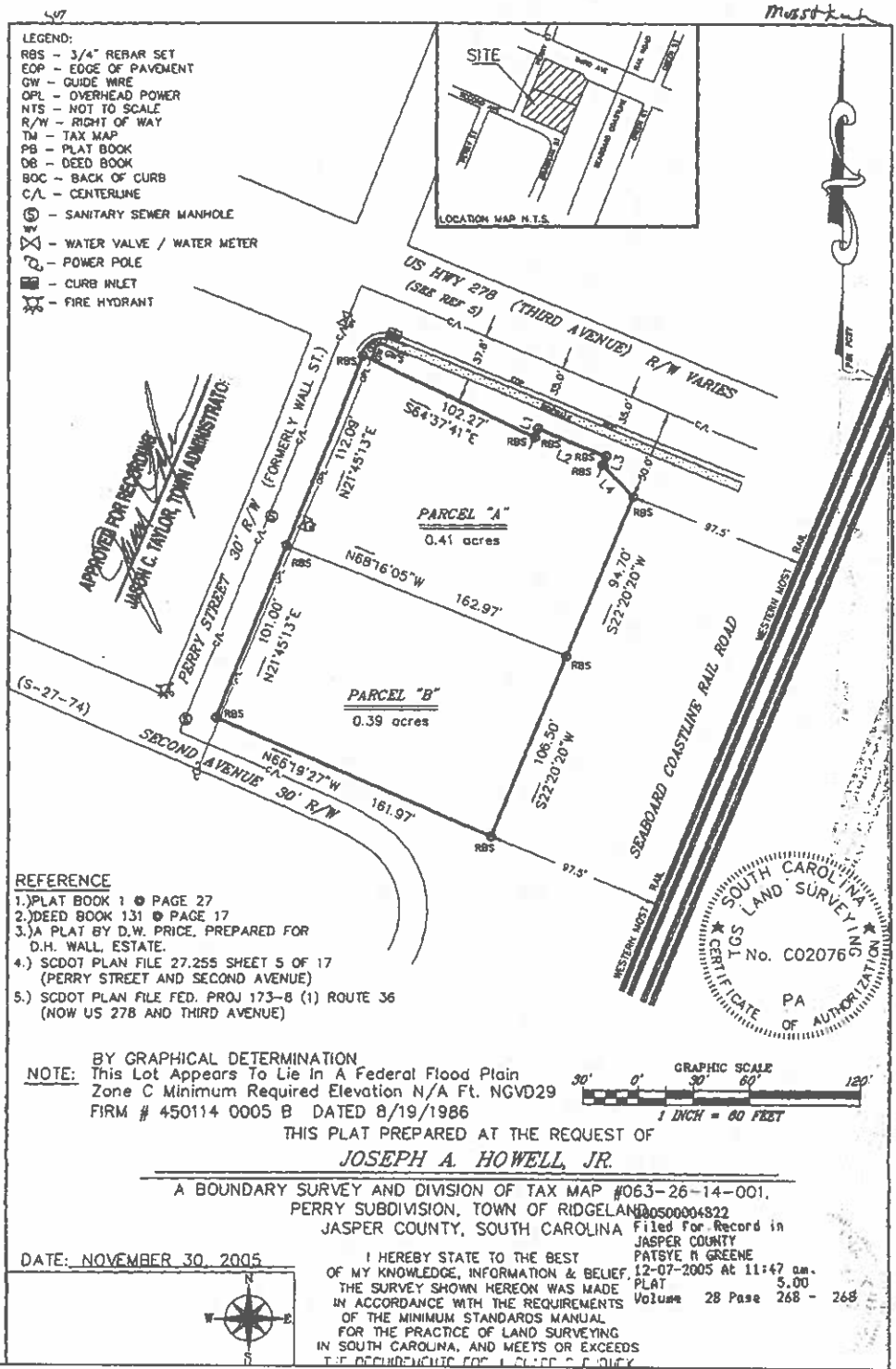
Harvey and Battey, PA

Kevin E. Dukes, Esq., Escrow Agent

Plat Map

Borrower	Not for lending		
Property Address	112 Weathersbee Dr		
City	Ridgeland	County Jasper	State SC Zip Code 29936
Lender/Client	Jasper County Administrator		

Subject / Parcels "A" & "B" Combined
Plat Book 28 Page 268



AGENDA

ITEM # 13

SOUTH CAROLINA

)

)

JASPER COUNTY

)

A 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

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 (“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 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 Act;

WHEREAS, Project Showcase, an entity whose name cannot be publicly disclosed at this time (“Sponsor”), desires to invest capital in the County in order to establish a manufacturing facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$14,000,000 in taxable real and personal property and the creation of approximately 140 new, full-time equivalent jobs; and

WHEREAS, as an inducement to the Sponsor locate the Project in the County, the Sponsor has requested that the County negotiate an agreement (“Agreement”), which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property, as defined in the Act.

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

Section 1. This Resolution is an inducement resolution for this Project for purposes of the Act.

Section 2. County Council agrees to enter into the Agreement, which provides for FILOT Payments with respect to the portion of the Project which constitutes economic development property. The further details of the FILOT Payments and the agreement will be prescribed by subsequent ordinance of the County to be adopted in accordance with South Carolina law and the rules and procedures of the County.

Section 3. County Council identifies and reflects the Project by this Resolution, therefore permitting expenditures made in connection with the Project before the date of this Resolution to qualify as economic development property, subject to the terms and conditions of the Agreement and the Act.

Section 4. This Resolution is effective after its approval by the County Council.

RESOLVED: [DATE]

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk to County Council

AGENDA

ITEM # 14

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 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, a company currently 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

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

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

EXHIBIT A
FORM OF FEE AGREEMENT

EXHIBIT B
FORM OF PARK AGREEMENT

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

BETWEEN

PROJECT SHOWCASE

AND

JASPER COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF []

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- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- [Exhibit C – Description of Infrastructure Credit]
- [Exhibit D – Description of Claw Back]

**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
Sponsor Name	Project Showcase	Section 1.1
Project Location		Exhibit A
Tax Map No.		Exhibit A
FILOT		
• 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)
Multicounty Park	Project Showcase Park	Section 1.1
Infrastructure Credit		
• 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 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].

“**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 19th 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 a company currently 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 [] and adopted an Inducement Resolution, as defined in the Act on [].

(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:

□

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

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

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

**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 [] (“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.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF JASPER)
)
 COUNTY OF HAMPTON)
)
)
)

**AGREEMENT FOR DEVELOPMENT OF
 A JOINT COUNTY INDUSTRIAL AND
 BUSINESS PARK (PROJECT SHOWCASE)**

THIS AGREEMENT for the development of a joint county industrial and business park to be located within Jasper County and Hampton County is made and entered into as of [], 2023, 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 in Jasper County and Hampton County a joint 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 **Exhibit A** hereto; and

WHEREAS, as a consequence of the development 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 joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the original execution and delivery of this Agreement, the Park initially consists of property that is located in Jasper County and which is now or is anticipated to be owned and/or operated by a company currently known to the County as Project Showcase (collectively, the “Company”), as more particularly described in Exhibit A (Jasper Property) hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by unilateral ordinance of the county council of the County in which the property to be added to the Park is located. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

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

(C) Prior to the adoption by the respective county council of an ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by such county council. Notice of such public hearing shall be published in a newspaper of general circulation in the respective county at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

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

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

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

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

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

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

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

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

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

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

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

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

County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

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

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

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

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

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

[End of Agreement – Execution Page to Follow]

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

JASPER COUNTY, SOUTH CAROLINA

By: _____
Chair, County Council
Jasper County, South Carolina

[SEAL]

Attest:

By: _____
Clerk to County Council
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: _____
Charles H. Phillips, Chairman of County Council
Hampton County, South Carolina

(SEAL)

Attest:

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

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

Exhibit A

legal description

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:

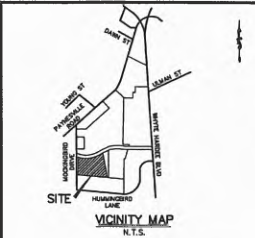
First, \$150 is deducted leaving \$850.

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.

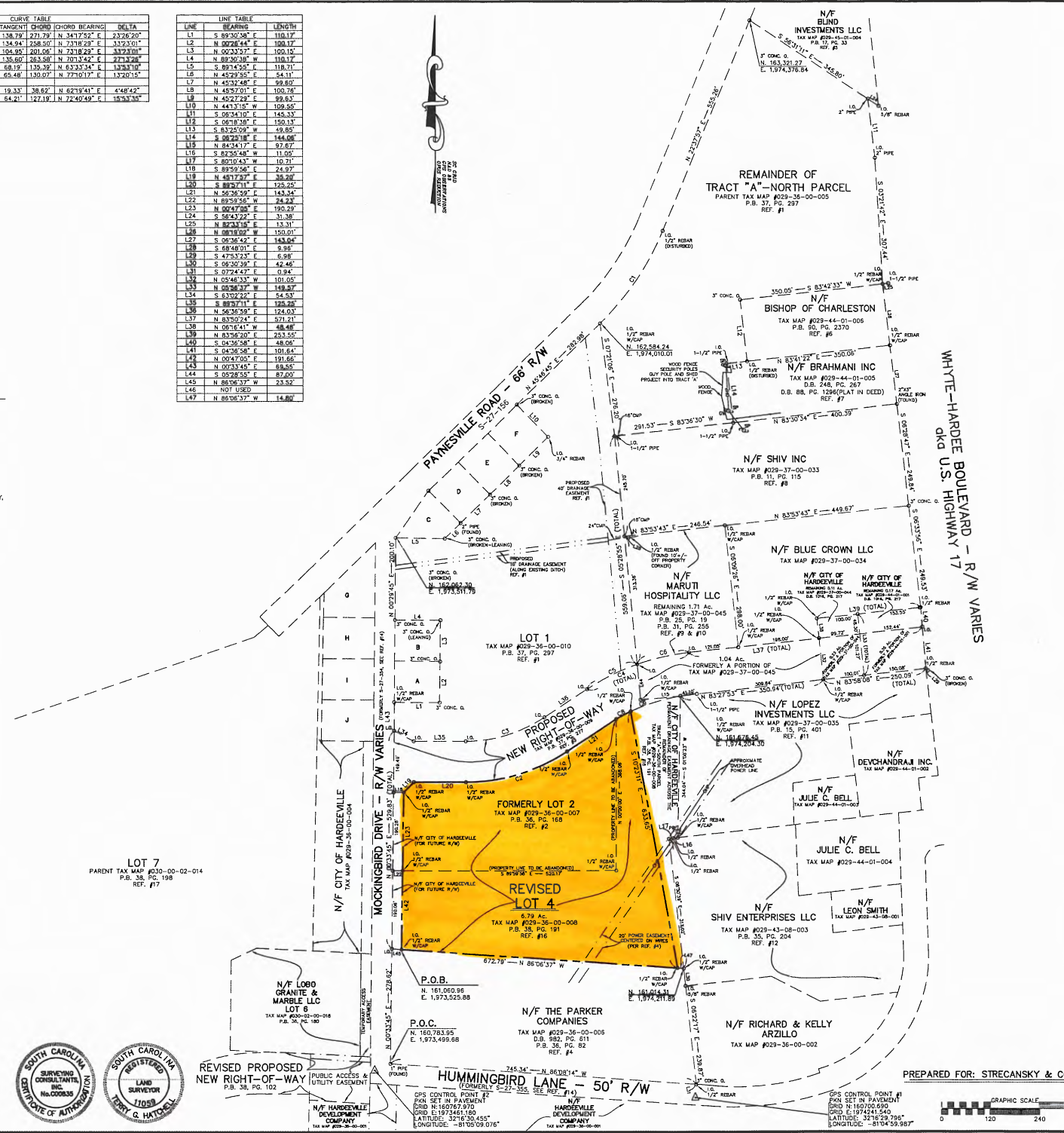
Finally, \$657.35 is distributed to the Taxing Entities, as defined above, pro rata according to millage.



CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHORD BEARING	DELTA
C1	223.702	688.001	138.791	271.729	N 341°12'57" E	123°28'20"
C2	282.119	450.007	134.244	258.500	N 73°18'29" E	117°2'01"
C3	203.937	350.000	106.957	201.956	N 73°18'29" E	133°2'01"
C4	288.081	560.000	135.800	361.980	N 70°13'42" E	271°37'27"
C5	135.727	580.000	68.119	135.397	N 63°33'34" E	133°2'01"
C6	135.367	560.000	65.486	130.077	N 77°10'17" E	137°20'16"
C7	NOT USED					
C8	38.637	480.000	19.337	38.827	N 82°18'41" E	4°48'42"
C9	127.600	460.000	64.211	127.197	N 72°40'49" E	18°53'30"

LINE	BEARING	LENGTH
L1	S 89°30'00" E	110.177
L2	N 00°28'44" E	100.117
L3	N 00°33'37" E	100.117
L4	N 89°30'00" E	110.177
L5	S 89°45'50" E	118.711
L6	N 45°29'36" E	54.117
L7	N 45°29'36" E	99.833
L8	N 45°27'24" E	89.633
L9	N 44°13'15" W	109.559
L10	S 06°34'10" E	145.337
L11	S 08°18'36" E	150.137
L12	S 08°18'36" E	150.137
L13	S 08°18'36" E	150.137
L14	S 08°22'18" E	144.008
L15	N 83°59'54" E	24.927
L16	N 84°54'17" E	97.827
L17	S 82°55'44" W	11.009
L18	S 80°10'43" W	10.721
L19	S 80°10'43" W	24.927
L20	S 80°10'43" W	24.927
L21	N 50°36'50" E	145.337
L22	N 89°59'56" W	24.237
L23	N 00°47'00" E	190.229
L24	S 58°37'27" E	31.388
L25	N 89°33'16" E	13.311
L26	N 08°18'59" E	150.071
L27	S 08°56'42" E	148.804
L28	S 68°48'01" E	9.956
L29	S 47°53'23" E	6.899
L30	S 08°30'59" E	42.469
L31	S 07°24'47" E	0.944
L32	N 05°48'33" W	101.057
L33	N 08°38'17" E	149.827
L34	S 83°22'22" E	54.537
L35	S 89°37'11" E	128.228
L36	N 50°36'50" E	124.077
L37	N 83°59'54" E	571.211
L38	N 08°18'41" W	48.489
L39	N 83°59'54" E	253.559
L40	S 04°36'58" E	48.056
L41	S 04°36'58" E	101.844
L42	N 00°37'00" E	191.669
L43	N 00°33'40" E	89.555
L44	S 05°28'52" E	82.029
L45	S 05°28'37" W	23.557
L46	NOT USED	
L47	N 88°08'37" W	14.880

- REFERENCE PLATS:
- A MINOR SUBDIVISION SURVEY OF LOT 1, 7.88 ACRES, MOCKINGBIRD DRIVE, A PORTION OF REMAINDER OF TRACT "A"-NORTH PARCEL, A SECTION OF HARDEEVILLE COMMERCE PARK, CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, DATED: 12/15/2020. BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED: P.B. 37, PG. 287, 12/22/2020.
 - A MINOR SUBDIVISION SURVEY OF LOT 2, 3.00 ACRES, MOCKINGBIRD DRIVE, A PORTION OF TRACT "A", CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, DATED: 11/21/2018. BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED: P.B. 36, PG. 168, 12/04/2018.
 - BOUNDARY SURVEY OF REMAINDER OF TRACT "A" AND PROPOSED NEW RIGHT-OF-WAY, FROM WHITE-HARDEE BOULEVARD TO MOCKINGBIRD DRIVE, A PORTION OF HARDEEVILLE COMMERCE PARK, CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, DATED: 09/24/2020. BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED: P.B. 37, PG. 277, DATE: 11/23/2020.
 - SUBDIVISION SURVEY, FARMER'S WAREHOUSE, PART OF TAX MAP #029-36-00-005, THE CITY OF HARDEEVILLE, A MUNICIPAL CORPORATION, CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, DATED: JULY 25, 2018. BY: THOMAS W. HURLEY, S.C.P.L.S. 17589, RECORDED: P.B. 36, PG. 82, 07/25/2018.
 - THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF PLANTATION AUTO PARTS, INC., TOWN OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, DATED: MAY 9, 1983. BY: FORREST F. BAUGHMAN, P.L.S. NO. 4922, RECORDED: P.B. 17, PG. 13, OCT. 11, 83.
 - A MAP OF A 1.205 ACRE PARCEL, PART OF N/F LANDS OF HARDEEVILLE DEVELOPMENT COMPANY, FOR HORIZON INVESTMENT, JASPER COUNTY, SOUTH CAROLINA, DATED: DEC. 1, 1986. BY: RICHARD KESSELBORN, R.L.S. #105, RECORDED: D.B. 90, PG. 1236.
 - PLAT PREPARED FOR WILLIAM M. MIXON, PROPERTY IS LOCATED IN THE SOUTHERN SECTION OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, DATED: MAY 6, 1985. REVISOR: MAY 31, 1985. BY: C. LAWTON MANER, S.C.R.L.S. NO. 8370, RECORDED: D.B. 88, PG. 1296.
 - A PARCEL OF LAND SITUATED IN THE TOWN OF HARDEEVILLE AND ABOUT TO BE CONVEYED TO W. STANLEY FULGHAM, DATED: MARCH 24, 1968. BY: R. L. SENSENBACH, S.C.R.L.S. NO. 972, RECORDED: P.B. 11, PG. 115, MARCH 9, 1968.
 - PLAT OF 5.57 ACRES LOCATED ON THE WEST SIDE OF U.S. HIGHWAY 17, HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, DATED: SEPTEMBER 12, 1986. LAST REVISED: DECEMBER 5, 2006. BY: CARL R. JACKSON, S.C.R.L.S. 12241, RECORDED: P.B. 25, PG. 19, 01-09-2001.
 - MINOR SUBDIVISION PLAT OF LOT 1 & LOT 2, WHITE HARDEE ROAD, HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, DATED: 10/28/2008. BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED: P.B. 31, PG. 255, 11/13/2008.
 - BOUNDARY & TOPOGRAPHIC SURVEY, PREPARED FOR GOLDEN ARCH REALTY CORP., HARDEEVILLE, S.C. DATED: NOV. 28, 1979; REVISED: DEC. 14, 1979. BY: LAMAR O. REDDICK, S.C.R.L.S. NO. 4872, RECORDED: P.B. 401, JAN. 31, 1982.
 - AN ASBLTY SURVEY OF THE RED ROOF INN, PARCEL 1, #122 HUMMINGBIRD LANE, TOWN OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, DATED: 8-14-17. BY: MARK ELIS LAMB, SR., S.C.P.L.S. NO. 23200, RECORDED: P.B. 35, PG. 204, 08/01/2017.
 - HARDEEVILLE DEVELOPMENT CO., THE SAME BEING A PORTION OF PAYNESVILLE ROAD SUBDIVISION ON A PROPOSED WATER & SEWER PLAN BY THOMAS & HUTTON ENGINEERING CO. FOR HARDEEVILLE DEVELOPMENT CO. DATED 8-15-77, DATED: 9-27-83. BY: FORREST F. BAUGHMAN, R.L.S. NO. 4922, RECORDED: P.B. 17, PG. 28, SEP. 27, 1983.
 - REMOVAL OF ROADS FROM STATE HIGHWAY SYSTEM, COUNTY: JASPER, ROAD NUMBER: 354, ROAD NAME: MOCKINGBIRD DRIVE, REVISED: 11/2016; ACCEPTED: 05-04-18. LETTER OBTAINED FROM CITY OF HARDEEVILLE, RHETT LOTT, 07/24/2019.
 - A MINOR SUBDIVISION SURVEY OF LOT 4, 3.21 ACRES & REMAINDER OF TRACT "A"-SOUTH PARCEL, MOCKINGBIRD DRIVE, A SECTION OF HARDEEVILLE COMMERCE PARK, CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, DATED: 09/17/2021. BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED: P.B. 38, PG. 188, 09/27/2021.
 - A MINOR SUBDIVISION SURVEY OF LOT 4, 3.79 ACRES & A PERMANENT DRAINAGE CASSEMENT ACROSS THE REMAINDER OF TRACT "A" - SOUTH PARCEL, MOCKINGBIRD DRIVE, A SECTION OF HARDEEVILLE COMMERCE PARK, CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, DATED: 10/07/2021. BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED: P.B. 38, PG. 191, 10/29/2021.
 - A MINOR SUBDIVISION SURVEY OF LOT 7 & LOT 12, A PORTION OF HARDEEVILLE COMMERCE PARK, CITY OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA, DATED: 10/20/2021. BY: TERRY G. HATCHELL, S.C.R.L.S. NO. 11059, RECORDED: P.B. 38, PG. 188, 11/08/2021.



- NOTES:
- I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS RECORDED HEREIN; ALSO THERE ARE NO OBVIOUS APPARENT OR VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.
 - AS PER THE FEMA FLOOD INSURANCE RATE MAP, THIS PROPERTY IS LOCATED IN FLOOD ZONE A, A SPECIAL FLOOD HAZARD AREA, BASE FLOOD ELEVATION NOT DETERMINED AND FLOOD ZONE X, NOT A SPECIAL FLOOD HAZARD AREA, BASE FLOOD ELEVATION: N/A, MAP NUMBER 4505303000, COMMUNITY NUMBER 450113, PANEL 038D, EFFECTIVE DATE: OCTOBER 18, 2019.
 - NO SUBSURFACE OR ENVIRONMENTAL INVESTIGATION OR WETLAND SURVEYS WERE PERFORMED FOR THIS PLAT, THEREFORE THIS PLAT DOES NOT REFLECT THE EXISTENCE OR NONEXISTENCE OF WETLANDS, CONTAMINATION, OR OTHER CONDITIONS WHICH MAY AFFECT THIS PROPERTY.
 - COORDINATES AND BEARINGS ARE BASED ON GPS OBSERVATIONS USING A TOPCON Hiper V AND WERE REDUCED USING THE NGS/NOAA OPUS RESOLUTION PROGRAM. BASE STATIONS OBSERVED WERE: SC87 FORTO ISLAND CORS ARP, ZUMI JACKSONVILLE 1 CORS ARP, GAUS AUGUSTA END CORS ARP, SCW7 WALTERSBORO CORS ARP.
 - THIS SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE THEREON. THERE MAY BE OTHER EASEMENTS, RIGHTS-OF-WAY, ETC. WHICH ARE NOT REFLECTED ON THIS SURVEY.

- LEGEND:
- N/T NOT TO SCALE
 - R/W RIGHT-OF-WAY
 - AC ACRES
 - CONC. O. CONCRETE MONUMENT, OLD (FOUND)
 - I.O. IRON, OLD (FOUND)
 - INL IRON PIN NEW (SET W/CAP)
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCING
 - GW GUY WIRE
 - OP OVERHEAD POWER
 - PP POWER POLE
 - SP SECURITY POLE
 - ▲ NAIL IN PAVEMENT SET BY SURVEYING CONSULTANTS

- SPECIAL NOTE:
- BOUNDARY LINES ARE BASED ON PROPERTY CORNERS FOUND & REFERENCE PLAT #1 & #16.
 - BEARINGS ARE BASED ON S.C. STATE PLANE COORDINATES DERIVED FROM GPS OBSERVATIONS.
 - DISTANCES ARE BASED ON FIELD MEASUREMENTS & REFERENCE PLAT #1 & #16.
 - BEARINGS & DISTANCES MAY NOT REFLECT THOSE SHOWN ON REFERENCE PLATS.

PAYNESVILLE ROAD SUBDIVISION - P.B. 17, PG. 28 - REF. #13

LOT	OWNER	TAX MAP NO.
A	N/F LAURA GRAVES ROBINSON	#029-37-00-028
B	N/F DELOS JAMES CANNON	#029-37-00-040
C	N/F KAYLA & KEITH W. FRAZER	#029-37-00-029
D	N/F CHARLES S. DUNCAN	#029-37-00-030
E	N/F BRADFORD W. & MAUREEN P. KNOX	#029-37-00-031
F	N/F CAITLYN O'BRIEN	#029-37-00-032
G	N/F RODNEY E. & VIOLA F. MURVIN	#029-37-00-024
H	N/F KENNETH J. & LAUREN OLESKY	#029-37-00-025
I	N/F LAURA ROBINSON	#029-37-00-026
J	N/F ARGENT CONSTRUCTION & DEVELOPMENT, LLC	#029-37-00-027

AREA TABLE:

FORMERLY LOT 2.....	3.00 ACRES
FORMER REVISED LOT 4.....	3.79 ACRES
TOTAL AREA OF REVISED LOT 4.....	6.79 ACRES

CITY OF HARDEEVILLE MUNICIPAL ZONING AND DEVELOPMENT ORDINANCE(MZDO) ARTICLE 5.1-E-4-4 DISCLOSURE STATEMENT

The area included on this plat as flood hazard areas have been identified as having at least one percent chance of being flooded in any given year by rising tidal waters associated with possible hurricanes. Local regulations require that certain flood hazard protective measures be incorporated in the design and construction of structures in these designated areas. Reference shall be made to the development criteria and restrictions of the development and requirements of the City of Hardeeville Building Inspection Department and the Flood Damage Prevention Ordinance, Chapter 5, City of Hardeeville Code of Ordinances. In addition, federal law may require mandatory purchase of flood insurance as a prerequisite to mortgage financing in these designated flood hazard areas.

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

SCALE: 1" = 120' DATE: 01/19/2022 JOB NO: SC170150G

PREPARED FOR: STRECKANSKY & CO., INC.

SSC SURVEYING CONSULTANTS

17 Sherrington Drive, Suite C, Bluffton, SC 29910
 SC Telephone: (843) 816-3904 FAX: (843) 816-3905
 GA Telephone: (615) 898-8776
 www.SurveyingConsultants.com
 Email: info@SurveyingConsultants.com

GRAPHIC SCALE: 0 120 240 360

GPS CONTROL POINT #1
 PIN SET IN PAVEMENT
 CITY OF HARDEEVILLE
 GRID E: 1974241.540
 N: 1607879.970
 LATITUDE: 32°18'53.766"
 LONGITUDE: -81°04'59.987"

AGENDA

ITEM # 15

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2023-19

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

An ordinance amending the business license ordinance of the county of jasper to update the class schedule as required by act 176 of 2020.

WHEREAS, Jasper County (the “County”) is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income;

WHEREAS, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the “Standardization Act”), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes;

WHEREAS, the Standardization Act requires that by December thirty-first of every odd year, each municipality levying a business license tax must adopt, by ordinance, the latest Standardized Business License Class Schedule as recommended by the Municipal Association of South Carolina (the “Association”) and adopted by the Director of the Revenue and Fiscal Affairs Office;

WHEREAS, following the enactment of the Standardization Act, the Municipality enacted Ordinance No. 2021-26 on December 6, 2021, in order to comply with the requirements of the Standardization Act (the “Current Business License Ordinance”);

WHEREAS, the Jasper County Council (the “Council”) now wishes to amend the Current Business License Ordinance to adopt the latest Standardized Business License Class Schedule, as required by the Standardization Act, and to make other minor amendments as recommended by the Association;

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

SECTION 1. Amendments to Appendix A. Appendix A to the Current Business License Ordinance, the “Business License Rate Schedule,” is hereby amended as follows:

- (a) Class 8.3 is hereby amended by deleting the NAICS Codes and replacing them with NAICS 517111, 517112, 517122 – Telephone Companies.
- (b) Class 8.6 is hereby amended and restated in its entirety to read as follows: **“8.6 NAICS Code Varies – Billiard or Pool Tables.** A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable to the billiard or pool tables. In

addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that.”

[(c) The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated. Businesses that were previously classified into 9.41 or 9.42 shall be required to apply and pay for a business license in their natural class.

SECTION 2. Amendments to Appendix B. Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” is hereby amended as follows:

(a) Classes 1 through 8 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” are hereby amended and restated as set forth on the attached Exhibit A.

(b) Class 9 in Appendix B to the Current Business License Ordinance, the “Business License Class Schedule,” shall remain in full force and effect as set forth in the Current Business License Ordinance.

[(c) The NAICS codes corresponding to Classes 9.41 and 9.42 have been eliminated. Businesses that were previously classified into 9.41 or 9.42 shall be required to apply and pay for a business license in their natural class.

SECTION 3. Repeal, Effective Date. All ordinances in conflict with this ordinance are hereby repealed. This ordinance shall be effective with respect to the business license year beginning on May 1, 2024.

SECTION 4. This Ordinance shall take effect upon approval by Council.

L. Martin Sauls, IV

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: O-2023-19

First Reading: 11.06.2023

Second Reading: 12.04.2023

Public Hearing: 12.04.2023

Adopted: _____

**Exhibit A: Amendment to Classes 1 – 8 in Appendix B of the
Current Business License Ordinance**

APPENDIX B

Classes 1 – 8: Business License Class Schedule by NAICS Codes

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	1
21	Mining	2
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	1
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	7
54	Professional, scientific, and technical services	5
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	4
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	4
Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Non-payout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6

2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.

JASPER COUNTY 2024 BUSINESS LICENSE ORDINANCE

Section 8-31. License Required. Every person engaged or intending to engage in any business, calling, occupation, profession, or activity with the object of gain, benefit, or advantage, in whole or in part within the unincorporated areas of Jasper County, South Carolina (hereinafter “County”) is required to pay an annual license tax for the privilege of doing business and obtain a business license as herein provided.

Section 8-32. Definitions. The following words, terms, and phrases, when used in this ordinance, shall have the meaning ascribed herein. Defined terms are not capitalized when used in this ordinance unless the context otherwise requires.

“*Business*” means any business, calling, occupation, profession, or activity engaged in with the object of gain, benefit, or advantage, either directly or indirectly.

“*Charitable Organization*” means an organization that is determined by the Internal Revenue Service to be exempt from Federal income taxes under 26 U.S.C. Section 501(c)(3), (4), (6), (7), (8), (10) or (19).

“*Charitable Purpose*” means a benevolent, philanthropic, patriotic, or eleemosynary purpose that does not result in personal gain to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization.

“*Classification*” means that division of businesses by NAICS codes subject to the same license rate as determined by a calculated index of ability to pay based on national averages, benefits, equalization of tax burden, relationships of services, or other basis deemed appropriate by the Council.

“*Council*” means the County Council of Jasper County.

“*County*” means Jasper County, South Carolina.

“*Domicile*” means a principal place from which the trade or business of a licensee is conducted, directed, or managed. For purposes of this ordinance, a licensee may be deemed to have more than one domicile.

“*Gross Income*” means the gross receipts or gross revenue of a business, received or accrued, for one calendar or fiscal year collected or to be collected from business done within the unincorporated area of the County. If the licensee has a domicile within the County, business done within the County shall include all gross receipts or revenue received or accrued by such licensee. If the licensee does not have a domicile within the County, business done within the County shall include only gross receipts or revenue received or accrued within the unincorporated area of the County. In all cases, if the licensee pays a business license tax to another county or municipality, then the licensee’s gross income for the purpose of computing the tax within the unincorporated area of the County must be reduced by the amount of revenues or receipts taxed in the other county or municipality and fully reported to the County. Gross income for business license tax purposes shall not include taxes collected for a governmental entity, escrow funds, or funds that are the property of a third party. The value of bartered goods

or trade-in merchandise shall be included in gross income. The gross receipts or gross revenues for business license purposes may be verified by inspection of returns and reports filed with the Internal Revenue Service, the South Carolina Department of Revenue, the South Carolina Department of Insurance, or other government agencies. In calculating gross income for certain businesses, the following rules shall apply:

- A. Gross income for agents shall be calculated on gross commissions received or retained, unless otherwise specified. If commissions are divided with other brokers or agents, then only the amount retained by the broker or agent is considered gross income.
- B. Except as specifically required by S.C. Code § 38-7-20, gross income for insurance companies shall be calculated on gross premiums written.
- C. Gross income for manufacturers of goods or materials with a location in the County shall be calculated on the lesser of (i) gross revenues or receipts received or accrued from business done at the location, (ii) the amount of income allocated and apportioned to that location by the business for purposes of the business's state income tax return, or (iii) the amount of expenses attributable to the location as a cost center of the business. Licensees reporting gross income under this provision shall have the burden to establish the amount and method of calculation by satisfactory records and proof. Manufacturers include those taxpayers reporting a manufacturing principal business activity code on their federal income tax returns.

"License Official" means a person designated to administer this ordinance. Notwithstanding the designation of a primary license official, the County may designate one or more alternate license officials to administer particular types of business licenses.

"Licensee" means the business, the person applying for the license on behalf of the business, an agent or legal representative of the business, a person who receives any part of the net profit of the business, or a person who owns or exercises control of the business.

"NAICS" means the North American Industry Classification System for the United States published under the auspices of the Federal Office of Management and Budget.

"Person" means any individual, firm, partnership, limited liability partnership, limited liability company, cooperative non-profit membership, corporation, joint venture, association, estate, trust, business trust, receiver, syndicate, holding company, or other group or combination acting as a unit, in the singular or plural, and the agent or employee having charge or control of a business in the absence of the principal.

Section 8-33. Purpose and Duration. The business license required by this ordinance is for the purpose of providing such regulation as may be required for the business subject thereto and for the purpose of raising revenue for the general fund through a privilege tax. The license year ending on April 30, 2022, shall commence on August 1, 2021 and shall run for a nine (9) month period. Thereafter, the license periods shall be established as follows. Except as set forth below for business licenses issued to contractors with respect to specific construction projects, each yearly license shall be issued for the twelve-month period of May 1 to April 30. A business license issued for a construction contract may, at the request of the licensee, be stated to expire at the

completion of the construction project; *provided*, any such business license may require that the licensee file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount. The provisions of this ordinance and the rates herein shall remain in effect from year to year as amended by the Council.

Section 8-34. Business License Tax, Refund.

- A. The required business license tax shall be paid for each business subject hereto according to the applicable rate classification on or before the due date of the 30th day of April in each year, except for those businesses in Rate Class 8 for which a different due date is specified. Late payments shall be subject to penalties as set forth in Section 12 hereof, except that admitted insurance companies may pay before June 1 without penalty.
- B. A separate license shall be required for each place of business and for each classification or business conducted at one place. If gross income cannot be separated for classifications at one location, the business license tax shall be computed on the combined gross income for the classification requiring the highest rate. The business license tax must be computed based on the licensee's gross income for the calendar year preceding the due date, for the licensee's twelve-month fiscal year preceding the due date, or on a twelve-month projected income based on the monthly average for a business in operation for less than one year. The business license tax for a new business must be computed on the estimated probable gross income for the balance of the license year. A business license related to construction contract projects may be issued on a per-project basis, at the option of the taxpayer. No refund shall be made for a business that is discontinued.
- C. A licensee that submits a payment greater than the amount owed may request a refund. To be considered, a refund request must be submitted in writing to the County before the June 1st immediately following the April 30th on which the payment was due and must be supported by adequate documentation supporting the refund request. The County shall approve or deny the refund request, and if approved shall issue the refund to the business, within thirty days after receipt of the request.

Section 8-35. Registration Required.

- A. The owner, agent, or legal representative of every business subject to this ordinance, whether listed in the classification index or not, shall register the business and make application for a business license on or before the due date of each year; *provided*, a new business shall be required to have a business license prior to operation within the unincorporated area of the County. A license for a bar (NAICS 722410) must be issued in the name of the individual who has been issued the corresponding state alcohol, beer, or wine permit or license and will have actual control and management of the business.
- B. Application shall be on the then-current standard business license application as established and provided by the Director of the South Carolina Revenue and Fiscal Affairs

Office and shall be accompanied by all information about the applicant, the licensee, and the business deemed appropriate to carry out the purpose of this ordinance by the license official. Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross receipts and gross revenue figures.

- C. The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported (or estimated for a new business) without any unauthorized deductions, and that all assessments, personal property taxes on business property, and other monies due and payable to the County have been paid.
- D. The County shall allow application, reporting, calculation, and payment of business license taxes through the business license tax portal hosted and managed by the South Carolina Revenue and Fiscal Affairs Office, subject to the availability and capability thereof. Any limitations in portal availability or capability do not relieve the applicant or licensee from existing business license or business license tax obligations.

Section 8-36. Deductions, Exemptions, and Charitable Organizations.

- A. No deductions from gross income shall be made except income earned outside of the County on which a license tax is paid by the business to some other county or municipality and fully reported to the County, taxes collected for a governmental entity, or income which cannot be included for computation of the tax pursuant to state or federal law. Properly apportioned income from business in interstate commerce shall be included in the calculation of gross income and is not exempted. The applicant shall have the burden to establish the right to exempt income by satisfactory records and proof.
- B. No person shall be exempt from the requirements of the ordinance by reason of the lack of an established place of business within the County, unless exempted by state or federal law. The license official shall determine the appropriate classification for each business in accordance with the latest issue of NAICS. No person shall be exempt from this ordinance by reason of the payment of any other tax, unless exempted by state law, and no person shall be relieved of liability for payment of any other tax or fee by reason of application of this ordinance.
- C. Wholesalers are exempt from business license taxes unless they maintain warehouses or distribution establishments within the County. A wholesale transaction involves a sale to an individual who will resell the goods and includes delivery of the goods to the reseller. It does not include a sale of goods to a user or consumer.
- D. A charitable organization shall be exempt from the business license tax on its gross income unless it is deemed a business subject to a business license tax on all or part of its gross income as provided in this section. A charitable organization, or any affiliate of a charitable organization, that reports income from for-profit activities or unrelated business income for federal income tax purposes to the Internal Revenue Service shall be deemed a business subject to a business license tax on the part of its gross income from such for-profit activities or unrelated business income.

- E. A charitable organization shall be deemed a business subject to a business license tax on its total gross income if (1) any net proceeds of operation, after necessary expenses of operation, inure to the benefit of any individual or any entity that is not itself a charitable organization as defined in this ordinance, or (2) any net proceeds of operation, after necessary expenses of operation, are used for a purpose other than a charitable purpose as defined in this ordinance. Excess benefits or compensation in any form beyond fair market value to a sponsor, organizer, officer, director, trustee, or person with ultimate control of the organization shall not be deemed a necessary expense of operation.

Section 8-37. False Application Unlawful. It shall be unlawful for any person subject to the provisions of this ordinance to make a false application for a business license or to give or file, or direct the giving or filing of, any false information with respect to the license or tax required by this ordinance.

Section 8.38. Display and Transfer.

- A. All persons shall display the license issued to them on the original form provided by the license official in a conspicuous place in the business establishment at the address shown on the license. A transient or non-resident shall carry the license upon his person or in a vehicle used in the business readily available for inspection by any authorized agent of the County.
- B. A change of address must be reported to the license official within ten (10) days after removal of the business to a new location and the license will be valid at the new address upon written notification by the license official and compliance with zoning and building codes. Failure to obtain the approval of the license official for a change of address shall invalidate the license and subject the licensee to prosecution for doing business without a license. A business license shall not be transferable, and a transfer of controlling interest shall be considered a termination of the old business and the establishment of a new business requiring a new business license, based on old business income.

Section 8-39. Administration of Ordinance. The license official shall administer the provisions of this ordinance, collect business license taxes, issue licenses, make or initiate investigations and audits to ensure compliance, initiate denial or suspension and revocation procedures, report violations to the county attorney, assist in prosecution of violators, produce forms, undertake reasonable procedures relating to the administration of this ordinance, and perform such other duties as may be duly assigned. Nothing herein shall be deemed to prohibit the County from entering into such contractual arrangements, as may be allowed by law, with outside entities for any or all of the administrative functions of the license official, who, in such instances, will supervise the activities of the contracting entity(ies).

Section 8-40. Inspection and Audits.

- A. For the purpose of enforcing the provisions of this ordinance, the license official or other authorized agent of the County is empowered to enter upon the premises of any person subject to this ordinance to make inspections and to examine and audit books and records. It shall be unlawful for any such person to fail or refuse to make available the necessary books and records. In the event an audit or inspection reveals that the licensee has filed false information, the costs of the audit shall be added to the correct business license tax and late penalties in addition to other penalties provided herein. Each day of failure to pay the proper amount of business license tax shall constitute a separate offense.
- B. The license official shall have the authority to make inspections and conduct audits of businesses to ensure compliance with the ordinance. Financial information obtained by inspections and audits shall not be deemed public records, and the license official shall not release the amount of business license taxes paid or the reported gross income of any person by name without written permission of the licensee, except as authorized by this ordinance, state or federal law, or proper judicial order. Statistics compiled by classifications are public records.

Section 8-41. Assessments, Payment under Protest, Appeal.

- A. Assessments, payments under protest, and appeals of assessment shall be allowed and conducted by the County pursuant to the provisions of S.C. Code § 6-1-410, as amended. In preparing an assessment, the license official may examine such records of the business or any other available records as may be appropriate and conduct such investigations and statistical surveys as the license official may deem appropriate to assess a business license tax and penalties as provided herein.
- B. The license official shall establish a uniform local procedure consistent with S.C. Code § 6-1-410 for hearing an application for adjustment of assessment and issuing a notice of final assessment.

Section 8-42. Delinquent License Taxes, Partial Payment.

- A. For non-payment of all or any part of the correct business license tax, the license official shall impose and collect a late penalty of five (5%) percent of the unpaid tax for each month or portion thereof after the due date until paid. Penalties shall not be waived. If any business license tax remains unpaid for sixty (60) days after its due date, the license official shall report it to the county attorney for appropriate legal action.
- B. Partial payment may be accepted by the license official to toll imposition of penalties on the portion paid; *provided*, however, no business license shall be issued or renewed until the full amount of the tax due, with penalties, has been paid.

Section 8-43. Notices. The license official may, but shall not be required to, mail written notices that business license taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the County three (3) times prior to the

due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

Section 8-44. Denial of License. The license official may deny a license to an applicant when the license official determines:

- A. The application is incomplete or contains a misrepresentation, false or misleading statement, or evasion or suppression of a material fact;
- B. The activity for which a license is sought is unlawful or constitutes a public nuisance *per se* or *per accident*;
- C. The applicant, licensee, prior licensee, or the person in control of the business has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- D. The applicant, licensee, prior licensee, or the person in control of the business has engaged in an unlawful activity or nuisance related to the business or to a similar business in the County or in another jurisdiction;
- E. The applicant, licensee, prior licensee, or the person in control of the business is delinquent in the payment to the County of any tax or fee;
- F. A licensee has actual knowledge or notice, or based on the circumstances reasonably should have knowledge or notice, that any person or employee of the licensee has committed a crime of moral turpitude on the business premises, or has permitted any person or employee of the licensee to engage in the unlawful sale of merchandise or prohibited goods on the business premises and has not taken remedial measures necessary to correct such activity; or
- G. The license for the business or for a similar business of the licensee in the County or another jurisdiction has been denied, suspended, or revoked in the previous license year.

A decision of the license official shall be subject to appeal as herein provided. Denial shall be written with reasons stated.

Section 8.45. Suspension or Revocation of License. When the license official determines:

- A. A license has been mistakenly or improperly issued or issued contrary to law;
- B. A licensee has breached any condition upon which the license was issued or has failed to comply with the provisions of this ordinance;
- C. A licensee has obtained a license through a fraud, misrepresentation, a false or misleading statement, or evasion or suppression of a material fact in the license application;
- D. A licensee has been convicted within the previous ten years of an offense under a law or ordinance regulating business, a crime involving dishonest conduct or moral turpitude related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;
- E. A licensee has engaged in an unlawful activity or nuisance related to the business; or

F. A licensee is delinquent in the payment to the County of any tax or fee.

\The license official may give written notice to the licensee or the person in control of the business within the County by personal service or mail that the license is suspended pending a single hearing before Council or its designee for the purpose of determining whether the suspension should be upheld and the license should be revoked.

The written notice of suspension and proposed revocation shall state the time and place at which the hearing is to be held, and shall contain a brief statement of the reasons for the suspension and proposed revocation and a copy of the applicable provisions of this ordinance.

Section 8-46. Appeals to Council or its Designee.

A. Except with respect to appeals of assessments under Section 11 hereof, which are governed by S.C. Code § 6-1-410, any person aggrieved by a determination, denial, or suspension and proposed revocation of a business license by the license official may appeal the decision to the Council or its designee by written request stating the reasons for appeal, filed with the license official within ten (10) days after service by mail or personal service of the notice of determination, denial, or suspension and proposed revocation.

B. A hearing on an appeal from a license denial or other determination of the license official and a hearing on a suspension and proposed revocation shall be held by the Council or its designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council, or its designee shall govern the hearing. Following the hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the County.

C. Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.

Section 8-47. Consent, franchise, or license required for use of streets.

A. It shall be unlawful for any person to construct, install, maintain, or operate in, on, above, or under any street or public place under control of the County any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or other purposes without

a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees, and conditions for use.

- B. The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

Section 8-48. Confidentiality. Except in accordance with proper judicial order or as otherwise provided by law, no official or employee of the County may divulge or make known in any manner the amount of income, or any financial particulars set forth or disclosed in any report or return required under this ordinance. Nothing in this section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns. Any license data may be shared with other public officials or employees in the performance of their duties, whether or not those duties relate to enforcement of this ordinance.

Section 8-49. Violations. Any person violating any provision of this ordinance shall be deemed guilty of an offense and shall be subject to a fine of up to \$500.00 or imprisonment for not more than thirty (30) days or both, upon conviction. Each day of violation shall be considered a separate offense. Punishment for violation shall not relieve the offender of liability for delinquent taxes, penalties, and costs provided for in this ordinance.

Section 8-50. Severability. A determination that any portion of this ordinance is invalid or unenforceable shall not affect the remaining portions. To the extent of any conflict between the provisions of this ordinance and the provisions of the South Carolina Business License Tax Standardization Act, as codified at S.C. Code §§ 6-1-400 *et seq.*, the standardization act shall control.

Section 8-51. Classification and Rates.

- A. The business license tax for each class of businesses subject to this ordinance shall be computed in accordance with the current business license rate schedule, designated as Appendix A to this ordinance, which may be amended from time to time by the Council.
- B. The current business license class schedule is attached hereto as Appendix B. Hereafter, no later than December 31 of each odd year, the County shall adopt, by ordinance, the latest standardized business license class schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the South Carolina Revenue and Fiscal Affairs Office. Upon adoption by the County, the revised business license class schedule shall then be appended to this ordinance as a replacement Appendix B.
- C. The classifications included in each rate class are listed with NAICS codes, by sector, sub-sector, group, or industry. The business license class schedule (Appendix B) is a tool for classification and not a limitation on businesses subject to a business license tax. The classification in the most recent version of the business license class schedule adopted by the Council that most specifically identifies the subject business shall be applied to the

business. The license official shall have the authority to make the determination of the classification most specifically applicable to a subject business.

- D. A copy of the class schedule and rate schedule shall be filed in the office of the County Clerk to Council.

APPENDIX A: BUSINESS LICENSE RATE SCHEDULE

RATE CLASS	INCOME: \$0 - \$2,000	INCOME OVER \$2,000
	BASE RATE	RATE PER \$1,000 OR FRACTION THEREOF
1	\$20.00	\$0.50
2	\$25.00	\$0.60
3	\$30.00	\$0.70
4	\$35.00	\$0.80
5	\$40.00	\$0.90
6	\$45.00	\$1.00
7	\$50.00	\$1.10
8.1	\$50.00	\$0.60
8.2	Set by state statute	
8.3	MASC Telecommunications	
8.4	MASC Insurance	
8.51	\$12.50 + \$12.50 per machine	
8.52	\$12.50 + \$180.00 per machine	
8.6	\$50.00	\$0.55
	plus \$5.00 -OR- \$12.50 per table based on size pursuant to § 12-21-2746	
9.30	\$50.00	\$0.75
9.41	\$100.00	\$2.00
9.70	\$200.00	\$2.00
9.91	\$500.00	\$2.00

NON-RESIDENT RATES

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the County.

DECLINING RATES

Declining Rates apply in all Classes for gross income in excess of \$1,000,000, unless otherwise specifically provided for in this ordinance.

<u>Gross Income in \$ Millions of \$1,000</u>	<u>Percent of Class Rate for each additional</u>
0 - 7	100%
7 - 10	50% for this increment
10 – 20	35% for this increment
20 – 50	15% for this increment
OVER 50	10% for this increment

CLASS 8 and CLASS 9 RATES

Each NAICS number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, and other factors that are deemed sufficient to require individually determined rates. In accordance with state law, the County also may provide for reasonable subclassifications for rates, described by an NAICS sector, subsector, or industry, that are based on particularized considerations as needed for economic stimulus or for the enhanced or disproportionate demands on county services or infrastructure.

Non-resident rates do not apply except where indicated.

8.1 NAICS 230000 – Contractors, Construction, All Types [Non-resident rates apply].

Resident rates, for contractors having a permanent place of business within the County:

Minimum on first \$2,000	\$ 50.00 PLUS
Each additional 1,000.....	\$ 0.60

Non-resident rates apply to contractors that do not have a permanent place of business within the County. A trailer at the construction site or structure in which the contractor temporarily resides is not a permanent place of business under this ordinance.

No contractor shall be issued a business license until all state and county qualification examination and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.

Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job. No deductions shall be made by a general or prime contractor for value of work performed by a sub-contractor.

No contractor shall be issued a business license until all performance and indemnity bonds required by the Building Code have been filed and approved. Zoning permits must be obtained when required by the Zoning Ordinance.

Each prime contractor shall file with the License Official a list of subcontractors furnishing labor or materials for each project.

For licenses issued on a per-job basis, the total tax for the full amount of the contract shall be paid prior to commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base tax shall be paid in a license year. Licensees holding a per-job license shall file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the contract. If any revised estimate of the final value of such project exceeds the amount for

which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount.

8.2 NAICS 482 – Railroad Companies (See S.C. Code § 12-23-210).

8.3 NAICS 517111, 517112, 571222 – Telephone Companies. With respect to “retail telecommunications services” as defined in S. C. Code 58-9-2200, the County participates in a collections program administered by the Municipal Association of South Carolina. The County has approved participation in the collections program by separate ordinance (the “Telecommunications Collections Ordinance”.) The rates, terms, conditions, dates penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

8.4 NAICS 5241 – Insurance Companies. Independent agents, brokers, and their employees are subject to a business license tax based on their natural class. With respect to insurers subject to license fees and taxes under Chapter 7 of Title 38 and to brokers under Chapter 45 of Title 38, the County participates in a collections program administered by the Municipal Association of South Carolina. The County has approved participation in the collections program by separate ordinance (the “Insurers and Brokers Collections Ordinance”.) The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to insurers and brokers are set forth in the Insurers and Brokers Collections Ordinance.

8.51 NAICS 713120 – Amusement Machines, coin operated (except gambling). Music machines, juke boxes, kiddie rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(1) and (A)(2) **[Type I and Type II]**.

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2746:

Per Machine	\$12.50 PLUS
Business license	\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.51.

8.52 NAICS 713290 – Amusement Machines, coin operated, non-payout. Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) **[Type III]**.

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2720(C):

Per Machine	\$180.00 PLUS
Business license	\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.52.

8.6 NAICS 713990 – Billiard or Tables . A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that.”

9.3 NAICS 4411, 4412 – Automotive, Motor Vehicles, Boats, Farm Machinery or Retail.

(except auto supply stores - see 4413)

Minimum on first \$2,000 \$50.00 PLUS
 Per \$1,000, or fraction, over \$2,000..... \$0.75

One sales lot not more than 400 feet from the main showroom may be operated under this license provided that proceeds from sales at the lot are included in gross receipts at the main office when both are operated under the same name and ownership.

Gross receipts for this classification shall include value of trade-ins. Dealer transfers or internal repairs on resale items shall not be included in gross income.

9.7 NAICS 722410 – Drinking Places, bars, lounges, cabarets (Alcoholic beverages consumed on premises).

Minimum on first \$2,000 \$200.00 PLUS
 Per \$1,000, or fraction, over \$2,000..... \$2.00

A license must be issued in the name of the individual who has been issued a State alcohol, beer or wine permit or license and will have actual control and management of the business.

9.91 NAICS 7115 – Adult Exotic Dancers, other Sexually Oriented Businesses.

Minimum on first \$2,000 \$500.00 PLUS
 Per \$1,000, or fraction, over \$2,000..... \$2.00

APPENDIX B

Classes 1 – 8: Business License Class Schedule by NAICS Codes

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting, and fishing	1
21	Mining	2
22	Utilities	1
31 - 33	Manufacturing	3
42	Wholesale trade	1
44 - 45	Retail trade	1
48 - 49	Transportation and warehousing	1
51	Information	4
52	Finance and insurance	7
53	Real estate and rental and leasing	7
54	Professional, scientific, and technical services	5
55	Management of companies	7
56	Administrative and support and waste management and remediation services	3
61	Educational services	3
62	Health care and social assistance	4
71	Arts, entertainment, and recreation	3
721	Accommodation	1
722	Food services and drinking places	2
81	Other services	4

Class 8	Subclasses	
23	Construction	8.1
482	Rail Transportation	8.2
517111	Wired Telecommunications Carriers	8.3
517112	Wireless Telecommunications Carriers (except Satellite)	8.3
517122	Agents for Wireless Telecommunications Services	8.3
5241	Insurance Carriers	8.4
5242	Insurance Brokers for non-admitted Insurance Carriers	8.4
713120	Amusement Parks and Arcades	8.51
713290	Non-payout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.6
Class 9	Subclasses	
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
722410	Drinking Places (Alcoholic Beverages)	9.70
7115	Adult Exotic Dancers, other Sexually Oriented Businesses	9.91

2023 Class Schedule is based on a three-year average (2017 - 2019) of IRS statistical data.

AGENDA

ITEM # 16

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR JASPER COUNTY
ORDINANCE NO. 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.**

WHEREAS, the South Carolina Transportation Infrastructure Bank (“*Bank*”) was created for the purpose, among others, of selecting and assisting in financing major transportation projects by providing Financial Assistance to government units for constructing and improving highway facilities necessary for public purposes, including economic development, as is more fully set forth in the South Carolina Transportation Infrastructure Bank Act, codified at Section 11-43-110, *et seq* of the Code of Laws of South Carolina 1976, as amended (“*SCTIB Act*”);

WHEREAS, pursuant to the SCTIB Act, the Bank has all power necessary, useful, and appropriate to provide grants, loans and other Financial Assistance in a manner as the Bank determines advisable;

WHEREAS, by an application submitted to the Bank on or about August 28, 2019, as amended and supplemented from time to time (“*Application*”), Jasper County, South Carolina (“*County*”) and the City Of Hardeeville, South Carolina (“*City*,” and together with the County, “*Project Sponsors*”) requested a loan from the Bank in the principal amount not to exceed \$28,095,903 (“*Loan*”) as evidenced by a Loan Agreement by and among the Bank and the Project Sponsors, the form of which is attached here as **Exhibit A** (“*Loan Agreement*”) provided that amounts drawn under the Loan shall not exceed \$18,240,000 without the approval of the Project Sponsors;

WHEREAS, the Application also requested a grant from the Bank in an amount not to exceed \$28,095,903 (“*Grant*,” and together with the Loan, “*Financial Assistance*”) as provided for in an intergovernmental agreement between the Bank and the Project Sponsors, the form of which is attached here as **Exhibit B** (“*IGA*,” and together with the Loan Agreement, “*Financing Documents*”);

WHEREAS, the Financial Assistance will be used for (i) the construction of a new interchange on I-95 near mile marker 3, including related drainage and storm water infrastructure (“*Exit #3 Proper Project*”) and (ii) the construction of certain improvements to an approximately 1.5 mile segment of Purrysburg Road, which is sometimes referred to as Riverport Parkway North, lying north of I-95 that will intersect with the Exit #3 Proper Project (“*Parkway North Project*,” and together with the Exit #3 Proper Project, “*Projects*”);

WHEREAS, the City will create a redevelopment project area pursuant to Title 31, Chapter 6 of the Code of Laws of South Carolina, 1976, as amended (“*TIF Act*”) for the redevelopment of approximately 1,608.30 acres located within the City (“*TIF District*”) and a municipal improvement district pursuant to Title 5, Chapter 37 of the Code of Laws of South Carolina 1976, as amended (“*MID Act*”) for the improvement of the same property included in the TIF District (“*MID District*”);

WHEREAS, the Loan was conditioned on a contribution from the County in the amount of \$13,500,000 (“*County Contribution*”) from which \$10,100,000 will partially fund construction of the Parkway North Project and \$3,400,000 will, on behalf of the South Carolina Department of Transportation, offset all or a portion of the cost of preliminary engineering work for the Exit #3 Proper Project.

WHEREAS, the Loan will be secured by and payable from the following and in the following order of priority: (i) first, 35% of the property tax revenues generated in the TIF District in excess of the property tax revenues attributable to the initial equalized assessed value (as defined in the TIF Act) (“**TIF Revenues**”), (ii) second, in the event of a shortfall of the TIF revenues, from draws on the debt service reserve fund established under the Loan Agreement and funded by, SLF III – Hardeeville, LLC, a Texas limited liability company (“**Developer**”) and (iii) third, revenues from municipal assessments to be levied and collected in any given year by the City to replenish the debt service reserve fund created in the Loan Agreement as provided for in the MID Act.

WHEREAS, the IGA obligates the Project Sponsors to pay cost overruns on the Projects, but provides for the negotiation of an alternate sharing of such obligation;

WHEREAS, the Developer has previously agreed to reimburse the County for any liability occurred under the Financing Documents beyond the County Contribution pursuant to a participation agreement dated October 7, 2022, between the Developer and the County (“**Participation Agreement**”); and

WHEREAS, the Developer’s obligations under the Participation Agreement are secured by a first priority mortgage recorded in the office of the Jasper County Register of Deeds at Book 1111, Page 742.

NOW, THEREFORE, BE IT ORDAINED by the County Council of Jasper County (“**County Council**”) as follows:

Section 1. County Council determines that the execution of the Financing Documents and the transactions contemplated therein are proper governmental and public purposes and are anticipated to benefit the general public welfare of the County.

Section 2. County Council approves the form of the Loan Agreement and the transactions contemplated therein and authorizes the County Administrator and Chairman of County Council to negotiate execute and deliver the Loan Agreement, the final form, terms and provisions of which shall be approved by the County Administrator and Chairman of County Council, following receipt of advice from counsel to the County, with the execution of the Loan Agreement by the County Council Chair or the County Administrator to constitute conclusive evidence of the final approval thereof.

Section 3. County Council approves the form of the IGA and the transactions contemplated therein and authorizes the County Administrator and Chairman of County Council to negotiate execute and deliver the IGA, the final form, terms and provisions of which shall be approved by the County Administrator and Chairman of County Council, following receipt of advice from counsel to the County, with the execution of the IGA by the County Council Chair or the County Administrator to constitute conclusive evidence of the final approval thereof.

Section 4. County Council authorizes the County Administrator and the Chairman of County Council, following receipt of advice from counsel to the County, to take such further acts and negotiate, approve and execute whatever further instruments on behalf of the County as deemed necessary, desirable or appropriate to effect the transactions described in this Ordinance.

Section 5. This Ordinance is effective after its third and final reading by the County Council.

EXHIBIT A
LOAN AGREEMENT

LOAN AGREEMENT
FOR I-95 EXIT #3 PROJECT
IN JASPER COUNTY, SOUTH CAROLINA

BY AND AMONG

THE CITY OF HARDEEVILLE, SOUTH CAROLINA
and
JASPER COUNTY, SOUTH CAROLINA

and

THE SOUTH CAROLINA TRANSPORTATION INFRASTRUCTURE BANK

DATED AS OF [_____, 2023]

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LOAN AGREEMENT
FOR I-95 EXIT #3 PROJECT
IN JASPER COUNTY, SOUTH CAROLINA

This Loan Agreement is made and entered into as of _____, 2023 by and among **JASPER COUNTY, SOUTH CAROLINA** (the “County”) and the **CITY OF HARDEEVILLE, SOUTH CAROLINA** (the “City”), bodies politic and corporate and political subdivisions of the State of South Carolina (together, the “Project Sponsors”), and the **SOUTH CAROLINA TRANSPORTATION INFRASTRUCTURE BANK**, a body corporate and politic and an instrumentality of the State of South Carolina (the “Bank”), which shall be collectively referred to herein as the “Parties,” or individually as “Party” concerning the construction of the “Projects” (as defined herein) and in the Application (as defined herein) for Financial Assistance (as defined herein) submitted to the Bank, and this Loan Agreement is hereinafter referred to as the “Loan Agreement”.

WITNESSETH

WHEREAS, the Bank was created for the purpose, among others, of selecting and assisting in financing major transportation projects by providing Financial Assistance to government units for constructing and improving highway facilities necessary for public purposes, including economic development, as is more fully set forth in the SCTIB Act (defined herein);

WHEREAS, pursuant to the SCTIB Act, the Bank has all power necessary, useful, and appropriate to provide grants, loans and other Financial Assistance in a manner as the Bank Board (as defined herein) determines advisable; routinely provides such Financial Assistance; and solicited applications for Financial Assistance pursuant to the authority granted in the SCTIB Act;

WHEREAS, by an Application submitted to the Bank on or about August 28, 2019, as supplemented by other submissions to the Bank, the Project Sponsors requested Financial Assistance for the Projects;

WHEREAS, at a meeting on July 6, 2020, the Bank’s Evaluation Committee reviewed applications for Financial Assistance and made recommendations to the Bank Board concerning those applications, which included the Projects;

WHEREAS, at a meeting on July 7, 2020, the Bank Board reviewed and considered its available funding capacity, the project applications for funding, and the Evaluation Committee’s recommendations, including the recommendation on the Projects;

WHEREAS, at the meeting on July 7, 2020, the Bank Board determined that the Projects were eligible and qualified for funding and resolved to provide funding to the Projects subject to certain conditions specified in the Resolution approved by the Bank Board or contained within the Bank’s Operating Guidelines, Procedures and Standard Conditions for Financial Assistance;

WHEREAS, the SCDOT Commission reviewed and approved the Financial Assistance to be provided to the Projects by the Bank at its meeting on July 16, 2020;

WHEREAS, the Joint Bond Review Committee of the General Assembly reviewed and approved the Financial Assistance to be provided to the Projects by the Bank at its meeting on August 11, 2020; and

WHEREAS, the Parties now desire to set forth the respective responsibilities of the parties for the Projects, including the funding of the Projects;

NOW, THEREFORE, in consideration of the mutual benefits, promises and obligations set forth herein, the sufficiency of which are hereby acknowledged and accepted by each party hereto, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions.

For purpose of this Loan Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

“Account” means the account of the Bank maintained by the South Carolina State Treasurer into which is deposited monies to fund Disbursements for Eligible Costs of the Projects as requested by the Bank.

“Act” or “SCTIB Act” means the South Carolina Transportation Infrastructure Bank Act, which is codified as South Carolina Code Annotated §§ 11-43-110, *et seq.*, as amended.

“Application” means the final Application for Financial Assistance submitted by the Project Sponsors to the Bank on August 28, 2019, as supplemented by other materials submitted by the Project Sponsors to the Bank prior to and after the date of the Application up to the date of this Loan Agreement that were accepted and approved by the Bank.

“Assessments” means Assessments as defined in the Assessment Roll.

“Assessment Roll” means that certain Assessment Roll for the Exit #3 Municipal Improvement District established by ordinance enacted by the City on _____, 2023.

Assessment Year means Assessment Year as defined in the Assessment Roll.

“Bank Board” means the governing body of the Bank.

“Budget” means the budget established by the Bank for the Exit #3 Proper Project.

“Carry-over Amount” means the excess, if any, of (a) the amount of interest on the Draw down Note that would have accrued with respect to the related six month interest period at the rate of 3.5% per annum; over (b) the amount of interest actually paid from the Pledged TIF Revenues, together with the unpaid portion of any such excess interest from prior interest periods as more fully described in Section 3.3(F) and (H) of this Loan Agreement.

“Contract” means any contracts entered into by or on behalf of SCDOT with any other person or firm for engineering, design, construction, materials or similar purposes for the Exit #3 Proper Project.

“Debt Service Reserve Fund” means the segregated fund established with the State Treasurer of South Carolina, as bond trustee of the Bank, to prevent a default in the required payments of principal and interest on the Draw-down Note.

“Debt Service Reserve Fund Requirement” means the cash deposit made by the Owner in a segregated account with the State Treasurer of South Carolina, as trustee of the Bank, prior to the first disbursement of Grant proceeds in the amount of the maximum annual debt service on the Loan, initially assumed to be \$[3,531,640] based upon a loan in the nominal amount of \$18,240,000 (which such Debt Service Reserve Fund Requirement is subject to an upward adjustment in the event the principal on the Loan exceeds said amount).

“Determination Date” means Determination Date as defined in the Assessment Roll.

“Development Agreement” means that certain Second Amendment to and Partial Restatement of Development Agreement dated of even date herewith between the Owner and the City, as amended or modified from time to time, together with all exhibits, supplements and schedules relating thereto.

“Disbursements” means the transfer or payment of monies to the SCDOT for Eligible Costs of construction of the Exit #3 Proper Project or for the payment of draw requests approved by Bank for Eligible Costs of construction of the Exit #3 Proper Project incurred pursuant to a Contract.

“Draw-down Note” means the promissory note issued by the Project Sponsors to evidence the Loan authorized by this Loan Agreement, all as more fully described in Section 3.3 hereof a form of which is attached here to as Exhibit A.

“Eligible Cost(s)” has the same meaning as set forth in S.C. Code Ann. § 11-43-130(5) as applied to qualified projects to be funded from the state highway account of the Bank, but is limited on the Exit #3 Proper Project to Eligible Costs related to construction of the Exit #3 Proper Project. For purposes of clarification, Eligible Costs under this Loan Agreement related to construction include the costs of construction engineering and inspections (CE&I) and those deemed eligible costs for construction by the Federal Highway Administration. Eligible Costs for purposes of this Loan Agreement do not include any costs incurred by the Owner with respect to the USACOE 404 wetland permit.

“Exit #3 Proper Project” means, for the purposes of this Loan Agreement, the construction of a new interchange on I-95 near mile marker 3, including related drainage and storm water infrastructure, all as further described in the Application, as updated and revised to date, and the scope of work for construction set forth in the Application.

“Event of Default” means the breach by the Project Sponsors of a provision or obligation in this Loan Agreement set forth in Section 7.1 hereof.

“Financial Assistance” means a Loan in the principal amount not to exceed \$28,095,903 for the Exit #3 Proper Project only as provided in this Loan Agreement as approved by the Bank and a Grant for both Projects in an amount not to exceed \$28,095,903 as approved by the Bank as provided in the IGA.

“Grant” means the grant from the Bank not to exceed \$28,095,903 approved by the Bank Board for funding through draw requests the construction by SCDOT of the Exit #3 Proper Project and funding for a portion of the construction by the Project Sponsors of the Parkway North Project.

“IGA” means the Intergovernmental Agreement between the Bank and the Project Sponsors dated as of _____, 2023 related to the Projects.

“Interest Payment Date” means each April 1 and October 1, commencing on the earlier of April 1 or October 1 after the first draw on the Draw-down Note.

“Loan” means the loan authorized by this Loan Agreement for funding the Exit #3 Proper Project, in an amount not exceeding \$28,095,903, as more fully described herein.

“Local Government Match” means the contribution by the County in the amount of \$13,500,000, which shall be deposited in a segregated account with the State Treasurer of South Carolina, as bond trustee of the Bank and drawn down by the Bank as directed by written instrument submitted by the Bank to the State Treasurer for approved costs of the Projects as set forth in the IGA.

“MID Act” means the Municipal Improvements Act of 1999, codified as Title 5, Chapter 37 of the Code of Laws of South Carolina 1976, as amended and as authorized by the MID Act.

“MID Revenues” means all of the special assessment revenues required to be levied and collected in any given year, as provided for in the Assessment Roll, as described further in Section 3.3 hereof.

“Owner” has the meaning assigned to such term in the Development Agreement. The initial Owner is SLF III – Hardeeville, LLC, a Texas limited liability company, and any successors and assigns as Owner under the Development Agreement; provided any such successor or assign must assume all liabilities and obligations of the Owner under the Development Agreement with respect to the Owner Contribution.

“Owner Contribution” means the contribution by the Owner (i) in the amount of \$3,100,000, which shall be deposited in a segregated account with the State Treasurer of South Carolina, as bond trustee of the Bank and drawn down by the Bank as directed by written instrument submitted by the Bank to the State Treasurer from the Account for approved costs of the Parkway North Project, (ii) in an amount necessary to fully fund the Debt Service Reserve Fund as provided in Section 3.3(C) hereof, (iii) in the amount necessary to complete the Parkway North Project as described in the IGA to the extent those costs exceed the other sources of funding for the Parkway North Project as set forth in this Loan Agreement or the IGA, (iv) in an amount necessary to complete the Parkway South Project as set forth in the IGA, and (v) in an amount necessary to complete the Exit #3 Proper Project to the extent those costs exceed the sources of funding for the Exit #3 Proper Project as set forth in the Development Agreement. It also includes \$500,000 the Owner must deposit into an escrow account for the benefit of the Project Sponsors to cover costs of the Parkway North Project in excess of the other sources of funding as set forth in this Loan Agreement or the IGA.

“Parkway North Project” means the construction by the Project Sponsors of certain improvements to an approximately 1.5 mile segment of Purrysburg Road, which is sometimes referred to as Riverport Parkway North, lying north of I-95 that will intersect with the Exit #3 Proper Project, as further described in the Application, that meets SCDOT’s standards, specifications and requirements and does not impair or delay the completion of the Exit #3 Proper Project.

“Parkway South Project” means the construction of an approximately four (4) mile segment of Purrysburg Road, which is sometimes referred to as Riverport Parkway South, lying south of I-95 that will intersect with the Exit #3 Proper Project, as described in the Application, that meets the SCDOT’s and the City’s standards, specifications and requirements and does not impair or delay the completion of the Exit #3 Proper Project, and the costs of which will be paid by the Owner.

“Participation Agreement” means the Participation Agreement between the City, the County and the Owner dated _____, 2023, as amended or modified from time to time.

“Pledged TIF Revenues” means 35% of the gross incremental tax revenues, pledged to pay debt service on the Loan, as provided in Section 3.3 hereof and as authorized by the TIF Act and the Redevelopment Plan Exit #3 Redevelopment Project Area, City of Hardeeville, South Carolina, dated _____, 2023.

“Principal Payment Date” means each October 1, commencing with the first October 1 that is five years after the first draw on the Draw-down Note.

“Projects” means the construction of the Exit #3 Proper Project and construction of certain improvements for the Parkway North Project. The term “Project” refers to either one of those two Projects as appropriate for the context of the provision in which the term is used.

“SCDOT” means the South Carolina Department of Transportation.

“TIF Act” means Title 31, Chapter 6 of the Code of Laws of South Carolina 1976, as amended.

“TIF Year” means the 12-month period commencing on October 2 and ending on the next succeeding October 1.

ARTICLE II TERM OF LOAN AGREEMENT

Section 2.1 Term of Loan Agreement.

This Loan Agreement shall be effective as of **[DATE OF LOAN AGREEMENT]**, and shall terminate, except for specific provisions set forth herein that are expressly stated to survive the termination of this Loan Agreement or in the event of early termination as provided for herein, on the date that the Loan is refinanced from any source other than funds of the Bank or, in the absence of such refinancing, then on the last of the following events occurs: (i) the Bank makes the final Disbursement on the Exit #3 Proper Project; (ii) the final local financial contribution or financial contribution from any source other than the Bank for the Projects is received; (iii) the Bank receives the final payment or reimbursement due it from the Project Sponsors pursuant to the terms and provisions of this Loan Agreement; (iv) the Projects, including all components, are fully open for public traffic and are declared completed by the Bank; or (v) the Draw-down Note has been paid in full.

ARTICLE III
FUNDING COMMITMENTS OF PARTIES

Section 3.1 Funding Commitments of Parties.

A. *Bank.* Subject to the provisions, terms, and conditions in this Loan Agreement, the Bank shall establish a Budget for the Exit #3 Proper Project within the Account. From revenues and funds of the Bank as determined by the Bank in its discretion, the Bank shall deposit into the Account, or credit the Budget, in such increments as it determines, a loan for the Exit #3 Proper Project not to exceed \$28,095,903; provided, however, the principal amount drawn under the Loan shall not exceed \$18,240,000 unless: (i) the Project Sponsors and the Owner consent in writing, (ii) the Bank shall have approved in writing (such approval not to be unreasonably withheld or delayed) the revised amortization schedule and all mechanics related to the Debt Service Reserve Fund and (iii) the Project Sponsors are not in default on the Loan Agreement, Loan or IGA. Pursuant to the IGA, the Bank shall provide a Grant for the Projects not to exceed \$28,095,903, for a total Financial Assistance amount not to exceed \$56,191,806. The Bank shall make Disbursements from the Account, subject to Article 6 of the IGA, to pay for Eligible Costs of the Exit #3 Proper Project incurred by the SCDOT on Contracts. The Bank shall first disburse the Grant proceeds for the Projects and, only once the Grant has been fully exhausted, then provide Disbursements pursuant to the Draw-down Note for the Exit #3 Proper Project; provided, in accordance with the IGA the Excess County Parkway North Deposit Funds (as such term is defined in the IGA), if any, shall be fully exhausted prior to any subsequent disbursement of proceeds from the Loan. This Financial Assistance shall be used only for Eligible Costs for construction of the Projects and shall be paid out through Disbursements from the Account, subject to the provisions of this Loan Agreement and the IGA. Attached hereto as Exhibit B is a document entitled "Detail of Project Cost Allocations" to be used as an aid in summarizing the funding sources for the costs of the Projects as of the date of this Loan Agreement.

In no event at any time shall the Bank be required to increase its Financial Assistance, grants, credits, disbursements, or contributions to the Projects beyond \$56,191,806; to disburse, advance, transfer or pay from its own monies in excess of \$56,191,806 for the Projects; increase its grant to the Projects beyond \$28,095,903; or increase its loan to the Exit #3 Proper Project beyond \$28,095,903.

The eighth paragraph of Section 3.1 of the IGA related to savings or reductions in cost, is incorporated herein by reference.

The ninth paragraph of Section 3.1 of the IGA related to annual appropriations made by the General Assembly, is incorporated herein by reference.

B. *Local Government Match.* Jasper County shall, subject to the appropriation of funds by Jasper County Council and prior to any disbursement of Grant proceeds, deposit \$13,500,000 into a segregated account with the State Treasurer of South Carolina, as bond trustee of the Bank. The Local Government Match shall be drawn down from time to time for approved costs of the Projects in the manner directed in the IGA and any applicable escrow agreement.

C. The Project Sponsors shall provide funding to complete the Parkway North Project if the costs exceed \$13,936,000 and any Project savings from the Parkway North Project or additional funding sources (other than from the Bank) are insufficient to complete said Project. The foregoing notwithstanding, the Bank acknowledges that the City, the County, and the Owner may negotiate among themselves an

alternative basis for providing any needed additional funding for the Parkway North Project in the Development Agreement, the Participation Agreement, or both such documents. Any alternative arrangement shall not affect the Project Sponsors' obligation to the Bank under this Section 3.1(C).

D. *Owner Contributions.* The Owner shall, prior to any disbursement of Grant proceeds (i) deposit \$[3,531,640] into the Debt Service Reserve Fund, (ii) deposit \$3,100,000 into the Account established for the Parkway North Project (iii) deposit \$500,000 into an escrow account for the benefit of the Project Sponsors to cover costs in excess of the funding and contributions for the Parkway North Project as more fully set forth in the IGA and (iv) agree to complete and fully fund the construction of the Parkway South Project.

Section 3.2 Project Sponsors and Owner's Commitments and Obligations.

Section 3.2 of the IGA imposing conditions upon the initial disbursement of financial assistance from the Grant or Loan is incorporated herein by reference.

A. The Project Sponsors will deliver to the Bank written opinions of the Jasper County Attorney or retained counsel and the Hardeeville City Attorney or retained counsel as to the following matters (or as may be otherwise approved by the Bank's counsel):

(i) this Loan Agreement including the Draw-down Note and all documents referenced herein to which the respective Project Sponsor is a party have been duly authorized, executed and delivered by the Project Sponsors and constitute valid and binding obligations of the respective Project Sponsors, enforceable in accordance with their terms, except as such enforcement may be limited by equitable principles and by laws affecting the enforcement of creditors' rights generally, but expresses no opinion on the indemnity provisions in the Loan Agreement; and

(ii) as of the date of the first disbursement, neither of the Project Sponsors is a party to any litigation which, if adversely determined, would (a) impair the right of the Project Sponsors to pursue the construction of the Projects as presently contemplated; or (b) materially adversely affect the ability of the City to receive and collect the Pledged TIF Revenues and the MID Revenues.

Section 3.3 Security for and Payment of the Loan.

A. Once the Grant proceeds, the Local Government Match, the Owner Contributions and, if applicable, Excess County Parkway North Deposit Funds have been fully expended and draws commence on the Draw-down Note (it being acknowledged that Excess County Parkway North Deposit Funds will be exhausted prior to any subsequent draws on the Draw-down Note if such Excess County Parkway North Deposit Funds become available after draws on the Draw-down Note have commenced), have been fully expended and draws commence on the Draw-down Note, debt service on the Draw-down Note will be paid from a pledge of (i) the Pledged TIF Revenues, (ii) in the event of a shortfall of Pledged TIF Revenues, from draws on the Debt Service Reserve Fund, and (iii) the MID Revenues.

B. All of the Pledged TIF Revenues shall be deposited as collected into a special tax allocation fund to be held by the City.

C. The Debt Service Reserve Fund shall be established with the State Treasurer, as bond trustee of the Bank. The Owner shall deposit cash therein in the amount of \$[3,531,640], intended to cover

maximum annual debt service on the Loan in the nominal amount of \$18,240,000, prior to the first disbursement of Grant proceeds; further provided that a loan in excess of said amount if authorized pursuant to Sections 3.1(A) and 3.3(F), shall require an additional cash deposit by the Project Sponsors into the Debt Service Reserve Fund in an amount sufficient to cover the additional maximum annual debt service. Except when the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement, all interest earned by the State Treasurer on the Debt Service Reserve Fund, and all other amounts on deposit in excess of the Debt Service Reserve Fund Requirement, shall promptly be remitted, as directed by written instrument submitted by the Bank to the State Treasurer, to the Owner or the Project Sponsors annually once the audited financial statements of the Bank are available during such time as no event of default exists under this Loan Agreement.

If Pledged TIF Revenues available in the **[City of Hardeeville Exit #3 Assessment Fund]** held by the City are less than the Regular Interest Payments due on the April 1st Interest Payment Date, as calculated **[seventeen]** days (or such other day as specified by the City, from time to time, in writing) prior to such April 1st Interest Payment Date, an amount equal to such deficiency shall be withdrawn on such calculation date from the Debt Service Reserve Fund and transferred to an account designed by the State Treasurer in order to pay such Regular Interest Payments. If Pledged TIF Revenues available in the **[City of Hardeeville Exit #3 Assessment Fund]** held by the City are less than the sum of the Regular Interest Payments plus scheduled principal payments due on the October 1st Interest Payment Date, as calculated **[sixty-two]** days (or such other day as specified by the City, from time to time, in writing) prior to such October 1st Interest Payment Date, an amount equal to such deficiency shall be withdrawn on such calculation date from the Debt Service Reserve Fund and transferred to an account designated by the State Treasurer in order to pay such Regular Interest Payments and scheduled principal payments.

D. Assessments that generate the MID Revenues shall be billed and collected on an annual basis in accordance with the Assessment Roll. Assessments that generate the MID Revenues that shall be billed pursuant to the Assessment Roll are as follows:

(i) for any Assessment Year prior to the final maturity date of the Draw-down Note, Assessments that generate the MID Revenues equal to the amount by which the Debt Service Reserve Fund Requirement exceeds the amount on deposit in the Debt Service Reserve Fund on the Determination Date shall be billed; and

(ii) for the Assessment Year for the final maturity date of the Draw-down Note, Assessments that generate the MID Revenues equal to the amount by which the sum of (a) Regular Interest Payments, (b) all principal outstanding on such final maturity date and (c) all remaining Carry-over Amounts due that exceed the sum of (I) the estimated amount of Pledged TIF Revenues expected to be available for debt service in the final year of Draw-down Note, including Pledged TIF Revenues then available, if any, and Pledged TIF Revenues expected to be billed and collected prior to the final maturity date of the Draw-down Note and (II) the amount estimated to be available in the Debt Service Reserve Fund, shall be billed.

Within the calendar year of a withdrawal from the Debt Service Reserve Fund specified in Section 3.3(C) above, Assessments that generate the MID Revenues shall be levied in an amount equal to the amount necessary to replenish the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement (and the Owner shall have no independent obligation to replenish the Debt Service Reserve Fund to the extent are collected). In the event that principal drawn down on the Draw-down Note exceeds

\$18,240,000, the Project Sponsors shall deposit in the Debt Service Reserve Fund an amount equal to maximum annual debt service on such additional principal drawn, which such amount shall also be subject to the replenishment methodology using Assessments that generate the MID Revenues set forth above.

Additionally, the City will bill and collect Assessments that generate the MID Revenues in accordance with the Assessment Roll for administrative expenses of the Exit #3 Municipal Improvement District. Such Assessments that generate the MID Revenues shall not secure or be utilized to pay debt service on the Loan or to fund the Debt Service Reserve Fund.

The foregoing notwithstanding, the Bank acknowledges that the City, the County, and the Owner may negotiate among themselves an alternative basis for the funding of any additional deposits into the Debt Service Reserve Fund in the Development Agreement, the Participation Agreement, or both such documents. Any alternative arrangement shall not affect the Project Sponsors' obligation to the Bank under this Section 3.3. **[The County expressly acknowledges and agrees that (i) the amount "\$14,800,000" as it appears in Sections 3(d) and 5(e) of the Participation Agreement is hereby amended to read "\$18,240,000", and (ii) Exhibit A to the Participation Agreement is hereby amended to read exactly like Exhibit B to this Loan Agreement.]**

In addition to the foregoing, amounts on deposit in the Debt Service Reserve Fund may be used on the final maturity date of the Draw-down Note to pay any amounts due under the Draw-down Note on such maturity date to the extent of the deficiency in available Pledged TIF Revenues. The requirement to maintain the Debt Service Reserve Fund shall not terminate until all amounts due and payable under the Draw-down Note have been paid in full. All funds on deposit in the Debt Service Reserve Fund shall be remitted to the Owner or Project Sponsors, as the case may be, within 60 days of the date the Draw-down Note is paid in full.

E. Loan Principal shall not exceed \$28,095,903 and is to be drawn and used as permitted only for Eligible Costs of construction for the Exit #3 Proper Project as set forth in this Loan Agreement and the IGA.

F. Principal of the Loan, drawn down from time to time, will bear interest at the rate of 3.5% per annum. The obligation to make interest payments on an Interest Payment Date during the first five years after the date of the first draw on the Draw-down Note will be payable only from Pledged TIF Revenues generated and collected during such years. Interest accruing after the fifth year following the date of the first draw on the Draw-down Note shall be due and payable in full on each Interest Payment Date ("Regular Interest Payments"). On each Interest Payment Date, Regular Interest Payments shall be payable in full. The Carry-over Amounts shall be payable on each Principal Payment Date in an amount equal to the lesser of (i) the amount by which Pledged TIF Revenues on deposit as of the then ended TIF Year exceeds the sum of Regular Interest Payments in such TIF Year plus scheduled principal payments in such TIF Year, and (ii) the then outstanding Carry-over Amounts. Any deferred but unpaid portion of the Carry-over Amounts will be "carried over" to the next TIF Year and similar procedures shall be followed until the final maturity date of the Draw-down Note. All remaining deferred and unpaid Carry-over Amounts shall be payable in full at the final maturity date of the Draw-down Note together with all remaining principal and any Regular Interest Payments. Failure to pay Carry-over Amounts to the extent that there are no Pledged TIF Revenues available to pay such Carry-over Amounts will not constitute an Event of Default under this Loan Agreement unless such amounts remain unpaid as of the final maturity date. Failure to pay scheduled principal payments and Regular Interest Payments shall constitute an Event

of Default under this Loan Agreement. The Parties agree that a pro-forma debt service schedule shall be attached to the Draw-down Note at the time of the execution of the IGA, the Loan Agreement and the Draw-down Note and a final debt service schedule shall be attached to the Draw-down Note prior to the first draw thereon, and, if applicable, upon the completion of the Exit #3 Proper Project. Such final debt service schedule shall be amended in the event that principal drawn down on the Draw-down Note is less or greater than \$18,240,000.

G. So long as the Draw-down Note shall be outstanding, the City will, on or before the 15th calendar day prior to each Interest Payment Date or Principal Payment Date, as applicable, transfer or cause to be transferred Pledged TIF Revenues or other legally available moneys which the City in its sole discretion determines to apply for such purpose, to the State Treasurer as trustee of the Bank with written instructions for allocation on the relevant Interest Payment Date and/or Principal Payment Date, as applicable.

H. Scheduled principal payments of the Draw-down Note shall be paid on each Principal Payment Date (with each such payment reduced pro rata to the extent the full amount of such proceeds of the Loan are not drawn). Principal may be prepaid in whole or in part at any time after the full payment of Carry-over Amounts from any available sources, without a prepayment penalty or prepayment fee, and any partial prepayments (whether optional or mandatory) shall be applied to principal in any order as determined by the City and the County. After all Carry-over Amounts have been paid in full and after the payment or provisions for payment of Regular Interest Payments and scheduled principal payments have been provided for, available Pledged TIF Revenues shall be used to prepay principal at par. The Bank shall have and will maintain a first priority security interest in the Grant, the Local Government Match, the Owner Contribution and the Loan proceeds until such proceeds are expended on the Projects.

I. The Loan will have a 15-year term commencing on the date of the first draw on the Draw-down Note.

J. From the date of the first draw on the Draw-down Note, the Pledged TIF Revenues, the Debt Service Reserve Fund and the MID Revenues (exclusive of the MID Revenues explicitly specified in the Assessment Roll to be used for administrative expenses of the Exit #3 Municipal Improvement District) must be pledged to (and used for) retirement of the Loan. The Bank shall have a perfected security interest in and a first priority lien upon all such sources specified in the preceding sentence.

K. Once all amounts under the Loan have been paid in full, the City shall have no further obligation to transfer Pledged TIF Revenues to the Bank, and the Pledged TIF Revenues may be distributed in any manner approved by the relevant taxing entities as authorized by applicable laws and ordinances.

L. The terms of this Loan Agreement, the Draw-down Note, the documents evidencing Pledged TIF Revenues and MID Revenues will be approved by Ordinances of the City Council and County Council, as applicable, acceptable to the Bank and will be accompanied by opinions of counsel to the City and County, as applicable, to the effect that the Loan and related Draw-down Note, the documents evidencing Pledged TIF Revenues and MID Revenues are legally binding and enforceable obligations of the City and County, as applicable. For the avoidance of doubt, the creation and maintenance of the Redevelopment Plan Exit #3 Redevelopment Project Area and Exit #3 Municipal Improvement District are the sole responsibility of the City, subject to any consent from the County and the School District as required

by applicable law and subject to the joint and several liability of the County on the Draw-down Note and this Loan Agreement.

M. The Bank's Financial Assistance for the Exit #3 Proper Project shall be remitted to SCDOT as draw requests are submitted and approved by the Bank in connection with the completion of work on the Exit #3 Proper Project from time to time.

N. SCDOT will, pursuant to a separate agreement with the Bank, enter construction and other contracts with respect to the Exit #3 Proper Project. The Project Sponsors shall be responsible for all costs of the Exit #3 Proper Project in excess of the amounts allocable to the Exit #3 Proper Project as set forth in Exhibit B derived from proceeds of the Grant, the Local Government Match and the Loan. The foregoing notwithstanding, the Bank acknowledges that the City, the County, and the Owner may negotiate among themselves an alternative basis for providing any needed additional funding for the Exit #3 Proper Project in the Development Agreement, the Participation Agreement, or both such documents. Any alternative arrangement shall not affect the Project Sponsors' obligation to the Bank under this Section 3.3(N).

O. Each of the City and the County are jointly and severally liable for obligations owed the Bank under this Loan Agreement. The amounts due to the Bank shall be subject to the Bank's statutory right to intercept under Section 11-43-210 of the South Carolina Code against the County and City. The foregoing notwithstanding, the Bank acknowledges that the City, the County, and the Owner may negotiate between themselves regarding an alternative basis for the sharing of any such liability in the Development Agreement, the Participation Agreement, or both such documents but this alternative basis shall not affect the City's and the County's joint and several liability to the Bank.

P. This Loan Agreement and the Draw-down Note shall be subject to the Bank's Standard Terms and Conditions.

Q. Section 5.1(A) of the IGA related to review and consent to the costs of the Exit #3 Proper Project, is incorporated herein by reference.

R. The Assessment Roll is attached hereby as Exhibit C and may not be amended without the prior written consent of the Parties.

ARTICLE IV ADDITIONAL OBLIGATIONS OF THE PROJECT SPONSORS

Section 4.1 Additional Documents and Actions.

A. At the request of the Bank, the Project Sponsors shall execute any other documents that the Bank determines are reasonably necessary to evidence or establish the Project Sponsors' obligations to the Bank set forth in this Loan Agreement.

B. The Project Sponsors acknowledge that the Bank in its discretion may raise funds for its commitment to the Projects and other qualified projects through the issuance of revenue bonds or other indebtedness as permitted under the Act. Accordingly, the Project Sponsors shall take such actions and enter into or provide such other documents or agreements, including amendments to this Loan Agreement or other agreements that are consistent with the substance hereof, as may be reasonably necessary to comply with South Carolina laws and regulations associated with such bonds or indebtedness or to satisfy

requirements for documentation and information reasonably imposed by the Bank, prospective purchasers of such bonds, holders of such bonds, bond insurers, rating agencies, lenders or regulatory agencies and their attorneys, advisors, and representatives; provided however, that such actions, documents and agreements are legally permissible and that no such action or document shall create any additional material obligation or increase any material obligation of the Project Sponsors or create or increase any obligations of the Owner.

C. At the request of the Bank, the Project Sponsors shall enter into and execute any amendments to this Loan Agreement all in a form and with contents, provisions and terms acceptable to the Bank.

D. The Project Sponsors shall promptly provide, or cause to be provided, the Bank upon request by it copies of any and all contracts, agreements and documents relating to the Exit #3 Proper Project.

Section 4.2 Additional Warranties and Covenants of the Project Sponsors.

Section 4.2 of the IGA related to additional warranties and covenants of the Project Sponsors, is incorporated herein by reference.

Section 4.3 Financial Information.

A. The City and the County will provide, or cause to be provided, the following financial information in form and content reasonably acceptable to the Bank and such additional information as requested by the Bank from time to time:

(a) Within 180 days of the fiscal year end, their annual financial statements certified and dated by an authorized financial officer. These financial statements must be audited (with an opinion satisfactory to the Bank) by a Certified Public Accountant.

(b) Promptly upon receipt, copies of any management letters and correspondence relating to management letters, sent or received.

(c) Unless otherwise included in the annual financial statements, a three-year look-back at assessed values, property tax collection record, and special tax allocation fund balances

(d) Financial projections of the Pledged TIF Revenues and the MID Revenues covering a time period acceptable to the Bank and specifying the assumptions used in creating the projections. The projections shall be provided to the Bank no less often than 180 days after the end of each fiscal year.

B. The City will also provide, or cause to be provided, such additional information as requested by the Bank from time to time.

ARTICLE V
PROJECT ADMINISTRATION AND RELATED MATTERS

Article 5 of the IGA related to Project administration and related matters, is incorporated herein by reference.

ARTICLE VI
INDEMNIFICATION OF BANK

Article 7 of the IGA related to Indemnification of the Bank, is incorporated herein by reference.

ARTICLE VII
BANK'S RIGHTS AND REMEDIES

Section 7.1 Events of Default as to the Project Sponsors.

A. In the event the Project Sponsors shall fail to pay, when due, any installment of principal or Regular Interest Payments, such failure shall constitute an Event of Default;

B. In the event the Project Sponsors shall fail to pay when, if and as due, any Carry-over Amount, such failure shall constitute an Event of Default;

C. In the event the City or the County violate or fail to comply with any other provision in or obligation under this Loan Agreement (including other agreements and obligations incorporated herein) and if such failure continues for a period of thirty (30) days after receipt of a written notice of such default from the Bank, such failure shall constitute an Event of Default hereunder.

Such events include, without limitation, the following:

- (i) failure by the County to make the Local Government Match in a timely manner;
- (ii) failure by the Owner to make the Owner Contributions in a timely manner;
- (iii) failure by the City or the County to use the Grant or Loan proceeds for 'Eligible Costs' as defined in the Loan Agreement;
- (iv) failure by the County Treasurer to timely deposit the Pledged TIF Revenues into the special tax allocation fund;
- (v) failure by the City to timely notify the State Treasurer's office to withdraw amounts from the Debt Service Reserve Fund to meet shortfalls in Pledged TIF Revenues as provided in Section 3.3 hereof;
- (vi) failure by the City to timely impose the required MID Assessments to replenish the Debt Service Reserve Fund;
- (vii) failure to attach to the Loan Agreement a final debt service schedule prior to the first draw on the Drawn-down Note or to attached the amended debt service schedule authorized herein;

(viii) failure to prepay principal of the Draw-down Note when sufficient Pledged TIF Revenues are available to do so;

(ix) failure by the City to deliver a bond counsel opinion acceptable to the Bank;

(x) failure by the County to deliver an enforceability opinion acceptable to the Bank as set forth in Section 3.2 hereof;

(xi) failure by the City to complete the Parkway North Project; or failure by the Project Sponsors to provide sufficient funds to complete the Exit #3 Proper Project; and

(xii) failure by the Project Sponsors to reimburse the Bank within 30 days of the cancellation of the procurement for the Exit #3 Proper Project or make any other payments to the Bank or for the Projects required under this Loan Agreement or the IGA.

Section 7.2 Remedies as to the Project Sponsors.

Whenever any Event of Default occurs, any one or more of the following remedies may be pursued by and shall be available to the Bank against the Project Sponsors in addition to those provided in other sections of this Loan Agreement:

A. As to any failure to pay, when due, any Regular Interest Payment or scheduled principal payment, the Bank shall have the right to declare all such payments of interest and principal and all such future payments of interest and principal for the remainder of the Loan term to be immediately due and payable.

B. As to any Event of Default, any obligation or duty the Project Sponsors failed to perform shall be deemed a ministerial act and subject to the pursuit of the remedies of mandamus and mandatory injunction requiring the Project Sponsors to perform the obligation or duty, and the Bank shall be deemed to have no adequate remedy at law for such Event of Default.

C. Among other rights and remedies available to the Bank following an uncured Event of Default, the Bank shall have the right to cease making any further Disbursements under this Loan Agreement with respect to the Exit #3 Proper Project until such Event of Default has been cured and the right to require the Project Sponsors to reimburse it for any or all Disbursements on the Exit #3 Proper Project. The Bank shall also have and may pursue any other remedies available under South Carolina law, including the enforcement of any remedies against any legally available funds of the Project Sponsors, except as such remedies may be expressly limited by the specific provisions of this Loan Agreement, and to cease making payments of any kind on the Parkway North Project.

D. The Project Sponsors shall reimburse the Bank the reasonable attorneys' fees and expenses incurred by the Bank in pursuing any remedy for an Event of Default.

E. In the event the City or the County fails to make any payment or reimbursement to the Bank in full as required by this Loan Agreement, it acknowledges the authority of the State Treasurer under S.C. Code Ann. § 11-43-210 to withhold funds allotted or appropriated by the State to the City or the County and to apply those funds to make or complete any such payment in full to the Bank. The Project Sponsors agree that the current provisions of Section 11-43-210 are hereby incorporated into this Loan Agreement

verbatim as an independent and separate contractual obligation of the Project Sponsors and shall be enforceable against the Project Sponsors and survive even if S.C. Code Ann. § 11-43-210 is repealed or its application is reduced or amended by action of the General Assembly, or it is otherwise abrogated, or its application is reduced or modified by a court or court decision. The Bank will notify the Project Sponsors in writing at least 30 days prior to requesting that the State Treasurer withhold such funds.

Section 7.3 Remedies Cumulative; Non-waiver.

All rights and remedies of the Bank provided for in this Loan Agreement or in any other related document as to any party are cumulative, shall survive the termination of this Loan Agreement, and shall be in addition to any and all other related rights and remedies provided for or available to the Bank at law, including those contained in the Act, or in equity. The exercise of, or the failure to exercise, any right or remedy by the Bank shall not in any way constitute a cure or waiver of an Event of Default or the waiver of any right or remedy available to the Bank, nor invalidate any act done pursuant to any notice of the occurrence of an Event of Default.

Section 8.2(F) of the IGA related to Joint and Several Liability, is incorporated herein by reference.

ARTICLE VIII
GENERAL CONDITIONS AND PROVISIONS

Article 9 of the IGA providing General Conditions and Provisions, is incorporated herein by reference.

Notwithstanding anything to the contrary contained herein, the Owner is a third-party beneficiary of Sections 3.1(C), 3.3(C), 3.3(D), 3.3(N) and 3.3(Q) of this Loan Agreement. A copy of any notices delivered by any of the Parties under this Loan Agreement and any amendments to this Loan Agreement and the IGA shall be timely delivered to the Owner.

ARTICLE IX
NO PLEDGE OF FULL FAITH AND CREDIT

THE DRAW-DOWN NOTE AUTHORIZED BY THIS LOAN AGREEMENT IS PAYABLE FROM THE SOURCES DESCRIBED HEREIN. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE PROJECT SPONSORS ARE NOT PLEDGED TO THE PAYMENT OF THE DRAW-DOWN NOTE. THE FOREGOING PROVISIONS IN THIS SECTION DO NOT AFFECT OR BAR THE RIGHTS OF THE BANK TO RECOVER DAMAGES AND OTHER REMEDIES UNDER THIS LOAN AGREEMENT OR THE IGA FROM ANY LEGALLY AVAILABLE SOURCES OF FUNDS IN THE POSSESSION OF OR AVAILABLE TO EITHER OF THE PROJECT SPONSORS.

[SEPARATE SIGNATURE PAGES FOR EACH PARTY FOLLOW]

SIGNATURE PAGE FOR THE CITY OF HARDEEVILLE

IN WITNESS WHEREOF, the City of Hardeeville has caused this Loan Agreement to be executed on its behalf and its seal to be affixed hereto.

CITY OF HARDEEVILLE, SOUTH CAROLINA

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

(SEAL)

Note: The City of Hardeeville City Council authorized the execution of this Loan Agreement by adoption of Ordinance _____ on _____, 2023.

SIGNATURE PAGE FOR JASPER COUNTY

IN WITNESS WHEREOF, Jasper County has caused this Loan Agreement to be executed on its behalf and its seal to be affixed hereto.

JASPER COUNTY, SOUTH CAROLINA

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

(SEAL)

Note: The Jasper County Council authorized the execution of this Loan Agreement by adoption of Ordinance _____ on _____, 2023.

SIGNATURE PAGE FOR THE BANK

IN WITNESS WHEREOF, the South Carolina Transportation Infrastructure Bank has caused this Loan Agreement to be executed on its behalf and its seal to be affixed hereto.

**SOUTH CAROLINA TRANSPORTATION
INFRASTRUCTURE BANK**

By: _____

Printed Name: _____

Title: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

(SEAL)

EXHIBIT A

FORM OF DRAW-DOWN NOTE

\$28,095,903

_____, 2023

FOR VALUE RECEIVED, THE CITY OF HARDEEVILLE, SOUTH CAROLINA (the “City”) and JASPER COUNTY, SOUTH CAROLINA (the “County”), both bodies politic and corporate and political subdivisions of the State of South Carolina (together, the “Project Sponsors”), hereby promise, jointly and severally, to pay to the order of the South Carolina Transportation Infrastructure Bank, an instrumentality of the State of South Carolina (the “Bank”), but only from the sources and in the manner described herein, the principal sum of TWENTY-EIGHT MILLION NINETY-FIVE THOUSAND NINE HUNDRED THREE DOLLARS (\$28,095,903) (or so much thereof as may be drawn down from time to time evidenced by the Schedule of Advances attached hereto).

This Note is issued pursuant to a Loan Agreement dated as of even date herewith, between the Project Sponsors and the Bank (as amended or modified from time to time, the “Loan Agreement”). Certain terms used as defined terms in this Note shall have the meanings ascribed thereto in the Loan Agreement.

This Note shall be dated as of the date of its delivery and shall bear interest from such date as limited by the following paragraph, at the rate of 3.5% per annum, payable as provided herein.

The obligation to make interest payments during the first five years of this Note will be payable only from Pledged TIF Revenues generated and collected during such years. Interest accruing after the 5th year following the date of the first draw on this Note shall be due and payable in full on each Interest Payment Date (“Regular Interest Payments”). On each Interest Payment Date, Regular Interest Payments shall be payable in full. The Carry-over Amounts shall be payable as set forth in the Loan Agreement. Failure to pay scheduled principal payments and Regular Interest Payments shall constitute an Event of Default under the Loan Agreement.

Principal of this Note shall be payable over a 10-year term commencing on the initial Principal Payment Date in accordance with the Amortization Schedule attached hereto.

Payment of principal, interest and Carry-over Amounts on this Note are secured by a pledge of and first priority lien on the Pledged TIF Revenues and, in the event of a shortfall in Pledged TIF Revenues, then solely from a draw upon the Debt Service Reserve Fund and a pledge of all of the MID Revenues (exclusive of the MID Revenues explicitly specified in the Assessment Roll to be used for administrative expenses of the Exit #3 Municipal Improvement District). The Debt Service Reserve Fund, the Pledged TIF Revenues and the MID Revenues shall remain in effect until this Note is paid in full. In the event the principal amount drawn on this Note exceeds \$18,240,000, the Debt Service Reserve Fund Requirement shall be subject to upward adjustment and set forth in the Loan Agreement.

This Note may be prepaid in full or in part at any time to the Bank, at the outstanding principal amount thereof to be prepaid and Regular Interest Payments to the date of such prepayment.

THIS NOTE IS PAYABLE FROM THE SOURCES OF REVENUE DESCRIBED IN THE LOAN AGREEMENT. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE PROJECT SPONSORS ARE NOT PLEDGED TO THE PAYMENT OF THIS NOTE. THE FOREGOING LIMITATION DOES NOT AFFECT OR BAR THE RIGHTS OF THE BANK TO RECOVER DAMAGES AND OTHER REMEDIES UNDER THE LOAN AGREEMENT OR THE IGA FROM LEGALLY AVAILABLE SOURCES OF FUNDS IN THE POSSESSION OF OR AVAILABLE TO EITHER OF THE PROJECT SPONSORS.

It is hereby certified and recited that all acts, conditions and things required to exist, have happened and have been performed in regular and due form and time as required by the Constitution and laws of the State of South Carolina applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitation of indebtedness.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Project Sponsors have executed this Note by the manual signatures of the Mayor of the City and the County Administrator of the County, all as of the ____ day of _____, 2023.

CITY OF HARDEEVILLE, SOUTH CAROLINA

By: _____

Mayor

JASPER COUNTY, SOUTH CAROLINA

By: _____

County Administrator

SCHEDULE 1

Schedule of Advances

[Date of First Draw] _____

SCHEDULE 2

Amortization Schedule

[A pro-forma debt service schedule (assuming the principal amount to be drawn shall be \$18,240,000 and with principal payments commencing in the 6th year following the first draw under the Draw-down Note) shall be attached to this Draw-down Note at the time of execution of the IGA, the Loan Agreement and this Draw-down Note.]

[A final debt service schedule shall be attached to this Draw-down Note prior to the first draw, and, if applicable, upon the completion of the Exit #3 Proper Project. Such final debt service schedule shall be amended in the event that principal drawn down on this Draw-down Note is less than or greater than \$18,240,000.]

SCHEDULE 3

Form of Draw Request

EXHIBIT B

DETAIL OF PROJECT COST ALLOCATIONS

Spreadsheet Data Taken from Excel
Created at Meeting on September 28, 2021
As Revised August 18, 2023 Based on Updated Costs
As of the date of this Loan Agreement

	<u>Jasper County</u>	<u>SIB Grant</u>	<u>SIB Loan*</u>	<u>Owner</u>	<u>Total</u>
Preliminary Engineering*	\$ 3,400,000	\$ 0	\$ 0	\$ 0	\$ 3,400,000
Parkway North Project	10,100,000	736,000	0	3,100,000**	13,936,000
Exit #3 Proper Project	0	27,359,903	18,240,000	0	45,599,903
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
	\$13,500,000	\$28,095,903	\$18,240,000	\$3,100,000	\$62,935,903

* For Exit #3 Proper Project only

** Does not include Owner Parkway North Project cost overrun deposit of \$500,000

Note: Owner is obligated to fund and construct the Parkway South Project.

EXHIBIT C
ASSESSMENT ROLL FOR
EXIT #3 MUNICIPAL IMPROVEMENT DISTRICT

EXHIBIT B

IGA

INTERGOVERNMENTAL AGREEMENT
FOR I-95 EXIT 3 AND RELATED PROJECTS
LOCATED IN JASPER COUNTY, SOUTH CAROLINA

This Intergovernmental Agreement is made and entered into as of _____, 2023 by and between JASPER COUNTY, SOUTH CAROLINA (the “County”) and the CITY OF HARDEEVILLE, SOUTH CAROLINA (the “City”), bodies politic and corporate and political subdivisions of the State of South Carolina (together, the “Project Sponsors” and individually, a “Project Sponsor”), and the SOUTH CAROLINA TRANSPORTATION INFRASTRUCTURE BANK, a body corporate and politic and an instrumentality of the State of South Carolina (the “Bank”), all of which also may be collectively referred to herein as the “Parties” or individually as a or the “Party,” as appropriate, concerning the construction of the “Exit #3 Proper Project” as defined herein, and the “Parkway North Project” as defined herein and the Parkway South Project as defined herein, all of which are located in the City of Hardeeville in Jasper County, South Carolina. The foregoing projects are described in more detail hereinbelow and in the Project Sponsors’ Application for Financial Assistance submitted to the Bank. This Intergovernmental Agreement is hereinafter referred to as this “Agreement.”

W I T N E S S E T H:

WHEREAS, the Bank was created for the purpose, among others, of selecting and assisting in financing major transportation projects by providing Financial Assistance to government units for constructing and improving highway facilities necessary for public purposes, including economic development, as is more fully set forth in the South Carolina Transportation Infrastructure Bank Act (“SCTIB Act”), S.C. Code Ann. §§ 11-43-110, et seq.;

WHEREAS, pursuant to the SCTIB Act, the Bank has all power necessary, useful, and appropriate to provide grants, loans and other Financial Assistance in a manner as the Board determines advisable and solicited applications for Financial Assistance pursuant to the authority granted in the SCTIB Act;

WHEREAS, by an Application submitted to the Bank on or about August 28, 2019, as supplemented by other submissions to the Bank, the Project Sponsors requested Financial Assistance for the Projects as defined herein;

WHEREAS, at a meeting on July 6, 2020, the Bank's Evaluation Committee reviewed applications for Financial Assistance and made recommendations to the Bank Board concerning those applications which included the Projects;

WHEREAS, at a meeting on July 7, 2020, the Bank Board reviewed and considered its available funding capacity, the project applications for funding, and the Evaluation Committee's recommendations, including the recommendation on the Projects;

WHEREAS, at the meeting on July 7, 2020, the Bank Board determined that the Projects were eligible and qualified for Financial Assistance and resolved to provide such assistance to the Projects subject to certain conditions specified in the Resolution approved by the Bank Board or contained within the Bank's Overall Operating Guidelines, Procedures and Standard Conditions for Financial Assistance;

WHEREAS, the SCDOT Commission reviewed and approved the Financial Assistance to be provided to the Projects by the Bank at its meeting on July 16, 2020;

WHEREAS, the Joint Bond Review Committee of the General Assembly ("JBRC") reviewed and approved the Financial Assistance to be provided to the Projects by the Bank at its meeting on August 11, 2020;

WHEREAS, the Parties agreed to the financial terms for the Projects on September 28, 2021;

WHEREAS, the Parties memorialized the financial terms of the Financial Assistance in a term sheet, dated January 15, 2022, agreed to by the Bank, the SCDOT, Jasper County, City of Hardeeville, and SLF III-Hardeeville, LLC; and

WHEREAS, the Parties now desire to set forth the respective responsibilities of the Parties for the Projects, including the funding of the Projects;

NOW, THEREFORE, in consideration of the mutual benefits, promises and obligations set forth herein, the sufficiency of which are hereby acknowledged and accepted by each Party hereto, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

For purpose of this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

“Account” means the account of the Bank maintained by the South Carolina State Treasurer (also referred to herein as State Treasurer’s Office) into which is deposited monies to fund Disbursements for Eligible Costs of the Projects.

“Act” means the South Carolina Transportation Infrastructure Bank Act, which is codified as S.C. Code Ann. §§ 11-43-110, et seq., as amended.

“Application” means the final Application for Financial Assistance submitted by the Project Sponsors to the Bank on August 28, 2019, as supplemented by other materials submitted by the Project Sponsors to the Bank prior to and after the date of the Application up to the date of this Agreement that were accepted and approved by the Bank Board.

“Bank Board” means the Board of Directors of the Bank.

“Budget” means the budget established by the Bank for the Projects.

“Contract(s)” means any contracts entered into by SCDOT or by the Project Sponsors or a Project Sponsor with a firm for construction, including materials and supplies, in connection with the Projects as authorized by this Agreement.

“Cost Overruns” or “Cost Overrun” means the actual cost of the Exit #3 Proper Project or the Parkway North Project, as applicable, that exceeds the amount of funds allocated separately to the respective Projects by this Agreement from the Grant, Loan, County PE Deposit, County Parkway North Deposit, Excess County Parkway North Deposit Funds, or Owner Parkway North Deposit. Cost Overruns also include the costs that exceed the total contract amount for either Project entered into pursuant to the terms of this Agreement, including a contract on the Exit #3 Proper Project entered into pursuant to Section 5.1 of this Agreement, to the extent those costs exceed the total contract amount for each respective Project.

“Development Agreement” means that certain Second Amendment to and Partial Restatement of Development Agreement dated of even date herewith between the Owner and the City, as amended from time to time.

“Disbursements” means (i) for the Parkway North Project the transfer or payment of monies pursuant to draw requests as set forth in this Agreement to reimburse the Project Sponsors for Eligible Costs of construction of that Project or for the payment of invoices approved by Bank for Eligible Costs of construction of that Project incurred pursuant to a Contract based on draw requests submitted to the Bank subject to the terms and conditions of this Agreement, including Article 6; and (ii) for the Exit #3 Proper Project as set forth in Section 6.3 of this Agreement, the transfer or payment of monies pursuant to draw requests to reimburse SCDOT for Eligible Costs of construction of that Project or for the payment of invoices approved by Bank for Eligible Costs of construction of that Project incurred pursuant to a Contract based on draw requests submitted to the Bank subject to the terms and conditions of SCDOT Intergovernmental Agreement and also the Loan Agreement with respect to Disbursements from the Loan.

“Eligible Cost(s)” (i) for the Parkway North Project has the same meaning as set forth in S.C. Code Ann. § 11-43-130(5) as applied to qualified projects to be funded from the state highway account of the Bank, but is limited on the Parkway North Project to Eligible Costs related to construction of that Project. For purposes of clarification, Eligible Costs under this Agreement related to construction of the Parkway North Project include the costs of construction engineering and inspections and costs paid from the County Parkway North Deposit or by the Project Sponsors

or the Owner. Eligible Costs for the Parkway North Project as applicable to the Bank's Financial Assistance only, do not include those costs set forth in Section 6.2 of this Agreement that are recognized in that section as not being Eligible Costs for that Project to be paid from the Bank's Financial Assistance; and (ii) for the Exit #3 Proper Project has the same meaning as set forth in S.C. Code Ann. § 11-43-130(5) as applied to qualified projects to be funded from the state highway account of the Bank, but is limited on the Exit #3 Proper Project to Eligible Costs related to construction of that Project. For purposes of clarification, Eligible Costs under this Agreement related to construction of the Exit #3 Proper Project include the costs of construction engineering and inspections and those deemed eligible costs for construction by the Federal Highway Administration, including demolition in the event the Project Sponsors or the Owner fail to legally obligate the funds to complete construction of the Exit 3 Proper Project to the satisfaction of the SCDOT and the Bank within sixty (60) days of SCDOT providing written notice to the Project Sponsors and Owners that demolition will be implemented. Notwithstanding the foregoing, Eligible Costs for the Exit #3 Proper Project include those costs for preliminary engineering, initial permitting and related costs being paid by a contribution from the County in the amount of \$3,400,000 for that Project (defined below as the County PE Deposit) or by contributions from the Project Sponsors if that cost exceeds the \$3,400,000. Eligible Costs for purposes of this Agreement and Loan Agreement do not include any costs incurred by the Owner with respect to the USACOE 404 wetland permit.

“Event of Default” means the breach by the Project Sponsors of a provision or obligation in this Agreement or in the Loan Agreement as set forth in Section 8.1 of this Agreement.

“Financial Assistance” for purposes of this Agreement includes the Grant and Loan approved by the Bank Board as contemplated by and described in the SCTIB Act.

“Exit #3 Proper Project” means the construction by SCDOT of a new interchange on Interstate 95 near mile marker 3, including related drainage and storm water infrastructure, as further described in the Application and approved by SCDOT which complies with the Interchange Justification Report.

“Exit #3 Proper Project Bid Date” means the date on which SCDOT receives bids from contractors on the Exit #3 Proper Project. Bid date is set currently for December 2024. SCDOT will provide written notification during the right of way plan approval process of the 120-day deadline date.

“Fiscal Year” means the fiscal year of the State of South Carolina that runs from July 1 to June 30.

“Grant” means the grant from the Bank not to exceed \$28,095,903 approved by the Bank Board for funding through draw requests the construction by SCDOT of the Exit #3 Proper Project and for funding through draw requests a portion of the construction by the Project Sponsors of the Parkway North Project.

“Interchange Justification Report” means the Interchange Justification Report approved by the Federal Highway Administration for the Exit #3 Proper Project.

“Loan” means a draw down loan from the Bank for the construction of the Exit #3 Proper Project in the initial principal amount of \$18,240,000, but which may be later increased to a total principal amount of not to exceed \$28,095,903 subject to the provisions in Section 3.1(a) of the Loan Agreement.

“Loan Agreement” means the Loan Agreement for Exit #3 Proper Project by and among the City, County, and Bank dated of even date herewith, as amended from time to time.

“Owner” has the meaning assigned to such term in the Development Agreement. The initial Owner is SLF III – Hardeeville, LLC, a Texas limited liability company, and any successors and assigns as Owner under the Development Agreement; provided any such successor or assign must assume all liabilities and obligations of the Owner pursuant to Section B of Article XXI of the Development Agreement.

“Owner Financial Assistance Obligations” means any financial or other obligations of the Owner contained in or relating to this Agreement, the Loan Agreement, the Development Agreement (solely to the extent such provisions or obligations in the Development Agreement

relate to the construction or funding of the Projects or the Parkway South Project or are express obligations to the Bank), or the Participation Agreement.

“Parkway North Project” means the construction by the City of certain improvements to an approximately 1.5 mile segment of Purrysburg Road, which is sometimes referred to as Riverport Parkway North, lying north of Interstate 95 that will intersect with the Exit #3 Proper Project, as further described in the Application that meets the standards, specifications and requirements of SCDOT and the Interchange Justification Report and does not impair or delay the completion of the Exit #3 Proper Project.

“Parkway South Project” means the construction by the Owner, in cooperation with the City, of an approximately four (4) mile segment of Purrysburg Road, which is sometimes referred to as Riverport Parkway South, lying south of Interstate 95 that will intersect with the Exit #3 Proper Project, as further described in the Application, that meets the standards, specifications and requirements of SCDOT and the Interchange Justification Report and does not impair or delay the completion of the Exit #3 Proper Project, and the costs of which will be paid by the Owner.

“Participation Agreement” means that certain Participation Agreement dated as of October 7, 2022, by and between the Owner and the County, as may be amended, modified or supplemented, from time to time.

“Projects” mean the Exit #3 Proper Project and the Parkway North Project. The term “Project” refers to either one of those two Projects as appropriate for the context of the provision in which the term is used.

“SCDOT” means the South Carolina Department of Transportation.

“SCDOT Intergovernmental Agreement” means the Intergovernmental Agreement entered into between SCDOT and the Bank relating to the construction of the Exit #3 Proper Project dated of even date herewith, as amended from time to time.

ARTICLE 2
TERM OF AGREEMENT

This Agreement shall be effective as of _____, 2023, and shall terminate, except for specific provisions set forth herein that are expressly stated to survive the termination of this Agreement, on the date the last of the following events occurs (i) the Bank makes the final Disbursement on the Projects; (ii) the final local financial contribution or other financial contribution or payment from any source other than the Bank for the Projects is received; (iii) the Bank receives the final payment or reimbursement due it from the Project Sponsors pursuant to the terms and provisions of this Agreement and the Loan Agreement; (iv) the Projects and the Parkway South Project, including all components, are fully open for public traffic and are declared completed by the Bank; or (v) the Loan Agreement is terminated. Provided, however, that this Agreement, including the Financial Assistance set forth herein, shall terminate if either or both of the Project Sponsors fail to consent to the costs of the procurement by SCDOT for the construction of the Exit #3 Proper Project as provided in Section 5.1.A of this Agreement.

ARTICLE 3
FUNDING AND RELATED COMMITMENTS OF PARTIES

Section 3.1 Bank

The total estimated costs of construction and administration for the Exit #3 Proper Project is \$45,604,000. The total estimated costs of the Parkway North Project is \$13,936,000.

Subject to the provisions, terms, and conditions in this Agreement, the Bank shall establish a Budget for the Projects within an Account(s) of the Bank. From revenues and funds of the Bank as determined by the Bank in its discretion, the Bank may deposit into the Account, or credit the Budget, in such increments as it determines, Financial Assistance in form of a Loan, which is expected to be in the amount of \$18,240,000 but may later be increased to a total Loan not to exceed \$28,095,903 based on the costs of the Exit #3 Proper Project and pursuant to the consent provisions set forth in Section 3.1(a) of the Loan Agreement, and a Grant for the Projects not to exceed \$28,095,903, as set forth below in this Section 3.1. The Bank may make Disbursements

from the Account, subject to the terms and conditions of this Agreement, including Article 6, to pay for Eligible Costs of the construction of the Projects incurred by the Project Sponsors or SCDOT pursuant to Contracts.

The Bank shall first disburse the Grant proceeds as needed and authorized by the Bank for the Projects. The portion of the Grant that may be drawn and disbursed on the Parkway North Project shall not exceed \$736,000 (the "Parkway North Grant Commitment") and shall be drawn on a three-way dollar for dollar matching basis from the Parkway North Grant Commitment and the County Parkway North Deposit (as such term is defined below) and Owner Parkway North Deposit (as such term is defined below) set forth in Sections 3.2 A and B, below, until the Parkway North Grant Commitment is expended. Prior to the final expenditure from the Parkway North Grant Commitment, the Project Sponsors, in cooperation with the Owner, shall determine if the funds needed to complete the Parkway North Project will exceed the total of the Parkway North Grant Commitment, the County Parkway North Deposit, Owner Parkway North Deposit and the Owner Parkway North Cost Overrun Deposit (as such term is defined below) set forth in Sections 3.2 A and B, below. In the event additional funds are needed to complete the Parkway North Project, the Project Sponsors shall provide the additional funds needed to complete the Parkway North Project which may include additional funds the Owner agrees to provide for the Parkway North Project pursuant to the Participation Agreement or the Development Agreement or both such documents.

Following the Bank's expenditure on the Parkway North Grant Commitment on the dollar-for-dollar basis set forth above, the sources of funding set forth above in Section 3.2 A and B, below must be fully expended on the respective Projects before the Bank will be obligated to pay or reimburse Eligible Costs on the Exit #3 Proper Project from the Loan.

After the remaining Grant funds have been fully expended on the Exit #3 Proper Project and the funding obligations of the County set forth in Sections 3.2 A, on the Exit #3 Proper Project have been fully expended, the Bank may then make Disbursements from the Loan on the Exit #3 Proper Project based only on draw requests from SCDOT. The Bank reserves the right, in its reasonable discretion, to alter the timing of the allocation of the expenditure of Grant proceeds and

Loan proceeds and the commencement of draws on the Loan based on the needs of SCDOT to fund the Exit #3 Proper Project and the status of the construction of the Projects and the Parkway South Project. Notwithstanding the foregoing, the Parties acknowledge that the County PE Deposit (as such term is defined below) may be drawn by SCDOT to pay for preliminary engineering, initial permitting and related costs for the Exit #3 Proper Project prior to the commencement of dollar for dollar matching draws on the Parkway North Project. Further notwithstanding the foregoing, the City and Owner may commence construction of all or a portion of the Parkway North Project after conveyance of those portions of Purrysburg Road described in Section 3.2.D of this Agreement to the City by SCDOT and prior to the Exit #3 Proper Project Bid Date. In that event, upon the first Disbursement of Grant proceeds on the Exit #3 Proper Project, Eligible Costs of the Parkway Project North incurred by the City or Owner may be submitted to the Bank pursuant to the provisions in Article 6 of this Agreement for payment or reimbursement from the Parkway Project North Grant Commitment, the County Parkway North Deposit, and the Owner Parkway North Deposit on the three-way dollar for dollar matching basis as set forth in this Section.

The Financial Assistance shall be used only for Eligible Costs for the construction of the respective Projects as authorized by this Agreement and the SCDOT Intergovernmental Agreement and shall be paid out only through Disbursements from the Account based on draw requests subject to the provisions, as applicable, of this Agreement, including Article 6, and the SCDOT Intergovernmental Agreement. All draw requests and Disbursements from the Loan must also comply with the Loan Agreement.

In addition to the other terms and conditions in this Agreement, in no event at any time shall the Bank be required to increase its Financial Assistance of any kind to the Projects, or to disburse, advance, transfer or pay from its own monies, in excess of \$28,095,903 from the Grant or \$28,095,903 from the Loan.

Any savings or reductions in the total cost of one or both of the respective Projects shall be credited against and reduce the amount of the Bank's Financial Assistance to that respective Project(s). The Bank may in its discretion apply any such savings or cost reductions to Cost Overruns on either Project. Furthermore, any additional state (other than the Bank's), county,

municipal, regional government or private funds of any kind or any Federal funds of any kind provided and secured for one or both of the Projects in any form other than those identified in the Application shall offset and reduce the amount of the Bank's Financial Assistance for that Project on a dollar for dollar basis unless those funds are needed, as determined by the Bank, to complete the Project in a manner consistent with its original scope or with an expanded or upgraded scope approved by the Bank or to cover increased costs of the Project approved by the Bank. Any unspent funds committed to or allocated for a Project from the Financial Assistance remaining after completion of that Project must be transferred or released to the Bank by the Project Sponsors unless this obligation is waived or modified by action of the Bank Board.

To the extent that Financial Assistance for a Project, or a portion of that Financial Assistance, to be provided by the Bank, is subject to an annual appropriation made by the General Assembly to the Bank as a matter of law, the provision by the Bank of that Financial Assistance, or portion thereof, for the Project in each Fiscal Year of the State is subject to an appropriation by the General Assembly to the Bank of funds sufficient to cover the Disbursements for that Project for that Fiscal Year that need to be made from such an appropriation. In the event the amount of any such appropriation required by law is not sufficient for that purpose, the Bank shall confer and work with the Project Sponsors to reduce or manage the amount of Financial Assistance used for the Project to an amount within the appropriation to the Bank for the Projects and all other sources of funds legally available to the Bank for the Project for that Fiscal Year. If the appropriation required by law and all other sources of funds legally available for the Projects to the Bank are insufficient as determined by the Bank to provide any Financial Assistance for the Projects for a Fiscal Year, the Financial Assistance from the Bank for the Projects may be suspended by the Bank Board until sufficient funds are appropriated by the General Assembly to the Bank and/or other sources of funds are legally available to the Bank for the Projects for such Financial Assistance to resume. The suspension of Financial Assistance under this section shall not constitute a termination of, or a default of an obligation under, this Agreement.

Section 3.2 Project Sponsors' and Owner's Commitments and Obligations

The provision and initial Disbursement of Financial Assistance from the Grant or Loan by the Bank is contingent and conditioned upon: (1) the City's creation, with the consent of the County and the Jasper County School District, and the continued enforceability and viability of a legally binding Tax Increment Financing District ("TIF") comprised at a minimum of the real property described in Exhibit A, attached to this Agreement and incorporated herein by reference, authorized by the Tax Increment Financing Law (S.C. Code Sections 31-6-10 et seq.) as described in the Application which provides for property tax collections pursuant thereto sufficient to cover the debt service and other obligations of the Project Sponsors on the Loan as set forth in the Loan Agreement; and (2) the City's creation and continued enforceability and viability of a legally binding Municipal Improvement District ("MID") comprised at a minimum of the real property described in Exhibit A, attached to this Agreement, and incorporated herein by reference, authorized by the Municipal Improvements Act of 1999 (S.C. Sections 5-37-10, et seq.) as described in the Application which provides for special assessments imposed thereunder as needed to supplement TIF revenues to cover the debt service on the Loan as provided in the Loan Agreement. Revenues from the TIF and the MID must be pledged to and used for the repayment of the Loan subject to the terms of the Loan Agreement.

The City is required to send to the Bank reports as to the TIF and MID on an annual basis, or sooner upon the request of the Bank, including the status of the TIF and MID, revenues resulting therefrom, anticipated changes in revenues, and other such reports as may be relevant to the sufficiency and viability of the TIF and MID as revenue sources sufficient to repay the Loan provided for in the Loan Agreement and for the completion of the Projects. Any costs related to these reports will be the responsibility of the Project Sponsors. The Bank may ask for more frequent reports on the TIF or MID accounts that are delinquent.

In addition to the other obligations and conditions set forth in this Agreement or the Loan Agreement, including those related to the TIF and the MID, the Project Sponsors or Owner, as applicable, must take the following actions which, except with respect to items E and, G below, must occur prior to the first Disbursement from the Grant:

A. The County must deposit a total of \$13,500,000 into one or more segregated accounts or subfunds of the Bank with the State Treasurer's Office that will be subject to Disbursements by the Bank for the Projects based on draw requests as provided for in this Agreement or the SCDOT Intergovernmental Agreement, including, but not limited to, \$3,400,000 for preliminary engineering, initial permitting and related costs for the Exit 3 Proper Project (the "County PE Deposit") and \$10,100,000 for costs of the Parkway North Project (the "County Parkway North Deposit"). These County required deposits may be made separately. The Parties acknowledge and agree that the (1) County PE Deposit has been made by the County and (2) the County Parkway North Deposit shall be made prior to the date of the first Disbursement from the Grant by the Bank. Notwithstanding anything to the contrary contained in this Agreement, the Loan Agreement, the Participation Agreement, the Development Agreement, the SCDOT Intergovernmental Agreement or any other documents or agreements related to the Financial Assistance or funds committed by the Project Sponsors or Owner to the Projects, (x) upon completion of the preliminary engineering and obtaining the initial permits for the Exit #3 Proper Project and the payment in full of all costs related thereto, the remaining amount of the County PE Deposit funds held by the State Treasurer's Office, if any, shall be deposited and added to the County Parkway North Deposit and used to pay for the costs of the Parkway North Project (such remaining amount of the County PE Deposit being referred to herein as the "Excess County PE Funds"), and (y) upon completion of the Parkway North Project and the payment in full of all costs related thereto, the remaining amount of the County Parkway North Deposit (including, for avoidance of doubt, any Excess County PE Funds then constituting part of the County Parkway North Deposit) shall be used to pay for the costs of the Exit #3 Proper Project (such remaining amount of the County Parkway North Deposit, including any remaining portion of the Excess County PE Funds, being referred to herein as the "Excess County Parkway North Deposit Funds").

B. The Owner must deposit not less than \$3,100,000 into a segregate fund or subfund of the Bank with the State Treasurer's Office that will be subject to Disbursements by the Bank for the Parkway North Project (the "Owner Parkway North Deposit") based on draw requests submitted pursuant to Article 6 of this Agreement. The Owner must deposit \$500,000 into an escrow account for the benefit of the Project Sponsors to pay Cost Overruns in excess of the

funding and contributions for the Parkway North Project provided for in this Agreement (the “Owner Parkway North Cost Overrun Deposit) which funds shall be released and made available to the City upon its request to cover Cost Overruns on the Parkway North Project. The foregoing deposits shall be made prior to the first Disbursement from the Grant by the Bank. Upon completion of the Parkway North Project and the payment in full of all costs of the Parkway North Project, any remaining Owner Parkway North Cost Overrun Deposit funds shall be promptly returned to the Owner.

C. The Owner must fully fund the initial Debt Service Reserve Fund Requirement as defined and more fully set forth in the Loan Agreement.

D. Prior to 120 days from the Exit #3 Proper Project Bid Date and within 30 days after the Owner’s receipt of the written request from the SCDOT, the Owner must convey by general warranty deeds all land needed by SCDOT for the Exit #3 Proper Project; provided, each such general warranty deed shall contain a reverter clause to the Owner or other grantor providing such land shall revert to the Owner or other grantor in the deed if (i) SCDOT rejects all bids for the Exit #3 Proper Project and permanently cancels the procurement in accordance with Section 5.1.A. of this Agreement or (ii) the Exit #3 Proper Project is abandoned, and such land is no longer needed by SCDOT for highway purposes; provided, if the Exit #3 Proper Project is not completed for any reason and SCDOT determines to retain title to such land, SCDOT shall compensate the Owner for such land in accordance with condemnation procedures and requirements under the laws of the State of South Carolina. Except as otherwise expressly provided in the preceding sentence, the respective conveyances to SCDOT shall be at no cost to SCDOT, Bank, the County, or the City. The descriptions and dimensions of these land for the Projects shall be determined by SCDOT after consultation with the City, County and Owner, but generally be as shown on the concept plans for Exit #3 Proper Project prepared by Stantec and previously approved by SCDOT. After this Agreement and the Loan Agreement are signed by the Parties, SCDOT will transfer to the City the state-owned sections of Purrysburg Road by quitclaim deed. This transfer will include the at grade section where the CSX railroad line crosses Purryburg Road and the bridge over I-95 and will be from Church Road to US 17, less and excepting the 1.62 mile County owned section located from MO 10.78 to MP 12.60 and any and all other sections of Purrysburg Road which are or may

be under the ownership or control of the County, which such County sections shall be transferred by the County to the City by way of quitclaim deed for no additional consideration. Prior to 120 days from the Exit #3 Proper Project Bid Date, the City shall convey by quitclaim deed to SCDOT that portion of Purrysburg Road which is within the Exit #3 Proper Project, as shown on the approved right of way plans.

E. The Owner must complete at its own cost the construction of Parkway South Project as described in the Application that meets the standards, specifications and requirements of SCDOT and the Interchange Justification Report.

F. The City shall deliver to the Bank a fully-executed Development Agreement which must include provisions, terms, conditions, and remedies that fully protect the interests of the Bank under this Agreement and the Loan Agreement, including those related to the Owner Financial Assistance Obligations, are enforceable by the Bank against the City and the Owner, and are subject to the prior review and approval of the Bank.

G. In connection with the assignment or transfer of any kind by the Owner of the Owner's development rights under the Development Agreement or the Owner Financial Assistance Obligations to another Owner as defined in the Development Agreement, the proposed assignee or transferee shall execute an assumption agreement of all Owner Financial Assistance Obligations. The form of the assumption agreement instrument shall be an Exhibit to the Development Agreement. The form and contents of the assumption agreement shall be subject to prior approval by the Bank. The Owner or the City shall provide the Bank a copy of the executed assumption agreement within 30 days of its execution. The transferring or assigning Owner shall be released from all Owner Financial Assistance Obligations upon completion of such transfer or assignment and assumption pursuant to this section. In the event of the failure of the Owner or such assignee or transferee to execute the assumption agreement approved by the Bank in accordance with this Section 3.2.G or the Owner fails to enforce or comply with or enforce the requirements in this Section 3.2.G, the aforesaid release of the Owner shall be void and of no effect. The foregoing provisions apply to all of the real property located within the TIF or MID identified in the above first paragraph of Section 3.2 of this Agreement.

H. The City shall have entered into a contract with a contractor for the construction of the Parkway North Project with the bonds and insurance required by Section 5.5 of this Agreement, and the Owner shall have entered into a contract with a contractor for the construction of the Parkway South Project with the bonds and insurance required by Section 5.5 of this Agreement.

Interest and other earnings earned on amounts deposited in the segregated accounts or subfunds described in items of Sections 3.2. A and B, above shall remain in each of those accounts until all costs and payments, including all costs and payments on the Projects, or all payments due or owed to the Bank pursuant to this Agreement, the Loan Agreement or other agreement related thereto are paid in full. After the foregoing conditions are fully satisfied, the interest and other earnings and any unspent or unobligated funds in those accounts shall be remitted to the County or Owner respectively from the account or subfund it funded, unless such funds must be applied to pay costs to complete the Projects, including Cost Overruns. With respect to the Owner's deposits set forth in Section 3.2. B above, the amount of that deposit that is not reimbursed to the Owner from the remittance from that account or subfund identified above in this paragraph shall be addressed in the Development Agreement.

The Project Sponsors shall provide additional funding to complete the Projects if (i) Cost Overruns occur; or (ii) any funds or contributions to be provided for the Projects from a source other than the Bank are not received. Notwithstanding the foregoing, the Bank acknowledges that the Project Sponsors and the Owner may negotiate among themselves regarding an alternative basis for the sharing of this obligation in the Participation Agreement, the Development Agreement, or both such documents, but this shall not affect the Project Sponsors' obligations to the Bank under this paragraph.

If the City Council of the City or County Council of the County, respectively, fail to appropriate or to otherwise authorize the payment and funding obligations in this Agreement, including, but not limited to, the County PE Deposit, County Parkway North Deposit, or the funding obligation in the preceding paragraph, such failure shall constitute an Event of Default under Section 8.1 of this Agreement. Provided, however, the Bank acknowledges that foregoing obligation in this paragraph does not constitute a pledge of their respective full faith, credit and

taxing power, but this acknowledgment does not affect or bar the rights of the Bank to recover damages and obtain other remedies under this Agreement from any legally available sources of funds in the possession of or available to either of the Project Sponsors.

Section 3.3 Summary of Allocation of Project Costs

Attached hereto as Exhibit B is a summary document entitled “Detail of Project Cost Allocations” to be used as an aid in the implementation of this Intergovernmental Agreement. In the event of a conflict between this Intergovernmental Agreement and Exhibit B, the provisions of this Intergovernmental Agreement shall govern.

ARTICLE 4

ADDITIONAL OBLIGATIONS OF THE PROJECT SPONSORS

Section 4.1 Additional Documents and Actions

A. At the request of the Bank, the Project Sponsors shall execute any other documents that the Bank determines are reasonably necessary to evidence or establish the Project Sponsors’ obligations to the Bank set forth in this Agreement.

B. The Project Sponsors acknowledge that the Bank in its discretion may raise funds for its commitment to the Projects and other qualified projects through the issuance of revenue bonds or other indebtedness as permitted under the Act. Accordingly, the Project Sponsors shall take such actions and enter into or provide such other documents or agreements, including amendments to this Agreement or other agreements that are consistent with the substance hereof, as may be reasonably necessary to comply with South Carolina laws and regulations associated with such bonds or indebtedness or to satisfy requirements for documentation and information reasonably imposed by the Bank, prospective purchasers of such bonds, holders of such bonds, bond insurers, rating agencies, lenders or regulatory agencies and their attorneys, advisors, and representatives; provided however, that such actions, documents and agreements are legally permissible and that no such action or document shall create any additional material obligation or increase any material obligation of the Project Sponsors.

C. At the request of the Bank, each Project Sponsor shall enter into and execute any amendments to this Agreement all in a form and with contents, provisions, and terms acceptable to the Bank, unless the amendment creates a new material obligation for that Project Sponsor or materially increases an existing obligation of that Project Sponsor.

D. The Project Sponsors shall promptly provide the Bank upon request by it copies of any and all contracts, agreements and documents relating to the Projects.

Section 4.2 Additional Warranties and Covenants of the Project Sponsors

In addition to other requirements and obligations contained within this Agreement, the Project Sponsors warrant, covenant, and acknowledge that:

A. The Project Sponsors have full power and authority to execute, deliver and perform and to enter into and carry out the transactions contemplated by the provisions in this Agreement, and the execution and performance of these provisions and transactions by the Project Sponsors does not and will not violate any applicable law and does not, and will not, conflict with or result in a default under any agreement or instrument to which the County or the City is a party or by which it is bound, a violation of which would cause a material adverse effect to the Bank. This Agreement has, by proper action, been duly authorized, executed and delivered by the Project Sponsors.

B. This Agreement is valid, binding, and enforceable as to the Project Sponsors in accordance with its terms, provided that neither Project Sponsor can give assurances regarding the enforceability of Section 4.2.F and Article 7 hereof, and the Project Sponsors shall perform their obligations as set forth in this Agreement in accordance with its terms.

C. The relevant TIF, MID, and other documents, instruments and agreements essential to providing the Project Sponsors' funding and payment obligations under this Agreement, including Section 3.2 of this Agreement, have all been lawfully executed by the Project Sponsors; the forgoing notwithstanding, the County makes no representation or warranty as to the lawful creation and maintenance of the TIF or the MID beyond the exercise of its full consent to the

creation and maintenance of the TIF and MID and to the use and pledge of a portion of the County's share of the TIF incremental revenues as security for the Loan and for the repayment of the Loan as more fully set forth in the Loan Agreement.

D. Following (a) the City's establishment of the TIF; (b) the City's securing of consent to the pledge of a portion of their respective TIF revenues by the County and the Jasper County School District; (c) the City's establishment of the MID; and (d) any required appropriation of funds by the Jasper County Council with respect to the County Parkway North Deposit, no further referenda, authorizations, consents or approvals of governmental bodies or agencies are required in connection with the execution and delivery by the Project Sponsors of this Agreement and the performance of their obligations under this Agreement, including those for the funding and payment obligations under this Agreement, inclusive of Section 3.2 of this Agreement, except with respect to any future appropriation of funds required to satisfy any financial obligation of the City and/or the County that may arise under this Agreement in the future. Provided, however, that the construction of the Projects may require permits and other approvals by governmental agencies other than the Project Sponsors and the Bank, and the Project Sponsors affirm that they will comply with applicable law.

E. No litigation at law or in equity, nor any proceeding before any governmental agency, authority or other tribunal involving the Project Sponsors is pending or, to the knowledge of the Project Sponsors threatened, in which any judgment or order may be or has been rendered, or is sought, that may have a material and adverse effect upon the operations or assets of the Project Sponsors or the Owner or would materially or adversely affect the validity of this Agreement, or the performance by the Project Sponsors or Owner of their obligations hereunder or the transactions contemplated hereby. The Project Sponsors promptly will notify the Bank in writing if any such litigation or proceeding is commenced or threatened at any time during the term of this Agreement.

F. To the maximum extent permitted by law, the Project Sponsors shall (i) defend, indemnify and hold the Bank harmless from and against any and all liabilities, claims, or actions arising out of or relating to the Projects, and (ii) shall take all actions necessary to effect the timely

and full collection and payment of all taxes and assessments owed by the owners of property in the TIF and MID described in Section 3.2 of this Agreement during the term of the Loan.

G. If requested by the Bank, the foregoing warranties and covenants contained in this Agreement shall be confirmed by a written opinion issued to the Bank by legal counsel for the Project Sponsors in a form and with conclusions satisfactory to the Bank, which will be subject to standard exceptions as to enforceability. Neither Project Sponsor can give assurances regarding the enforceability of Section 4.2.F and Article 7, except for the joint and severable liability provisions.

Section 4.3 Reimbursement of Bank

A. If the Bank determines at any time that any Disbursements or expenditures from the Grant, Loan, or other sources of the Bank were made by it on the Projects were for costs or expenses that were not Eligible Costs, were based on misstatements of fact by the Project Sponsors or third parties engaged by the Project Sponsors, were for the collection or recovery of payments owed to the Bank on the Loan, or were for work, services, or materials that do not meet the design and construction specifications and standards of SCDOT and that have not been corrected to meet those specifications and standards, unless such work, services or materials were procured by SCDOT, the Bank, at its option, may require the Project Sponsors to reimburse the Bank for all such costs and expenses and the Project Sponsors shall make such reimbursements to the Bank. In the event that the Project Sponsors do not pay the full amount of the reimbursement to the Bank within ninety (90) days of the date of the notification to the Project Sponsors by the Bank that such reimbursement is due the Bank, the Project Sponsors' obligation to reimburse the Bank shall be subject to the provisions of S.C. Code Ann. § 11-43-210 and Section 8.2 of this Agreement. In lieu of requiring the payment of such reimbursement(s) by the Project Sponsors, the Bank may in its discretion reduce the amount of the Grant described in Section 3.1 of this Agreement by the amount of the reimbursement due the Bank under this Section 4.3.A. The Project Sponsors are each jointly and severally liable to the Bank for the obligations set forth in this Section 4.3.A. Notwithstanding the foregoing, the Bank acknowledges that the Project Sponsors and the Owner may negotiate among themselves regarding an alternative basis for the sharing of this obligation

between them in the Participation Agreement, the Development Agreement, or both such documents, but this shall not affect the Project Sponsors' obligations to the Bank. This Section 4.3 shall survive the termination of this Agreement.

B. If the Bank Board determines that (i) the Project Sponsors by their own acts or omissions have abandoned the funding of the Exit #3 Proper Project or the commencement or completion of the Parkway North Project, or any component thereof, at any time, (ii) the Project Sponsors by their own acts or omissions have failed to provide funding for the Exit #3 Proper Project as required by this Agreement or pursue the commencement or completion of the Parkway North Project, including all components, with due diligence after having received one written warning notice from the Bank of such failure by the Project Sponsors no less than sixty (60) days prior to issuance of the notification for reimbursement and the Project Sponsors thereafter fail to commence and maintain funding of the Exit #3 Proper Project or pursuit of commencement or completion of the Parkway North Project, including all components, with due diligence during that sixty (60) day period, or (iii) the Project Sponsors by their own acts or omissions fail to complete and open to the public the Parkway North Project, including all components, prior to the date the Exit #3 Proper project is completed, the Project Sponsors shall reimburse the Bank fully for all Disbursements within ninety (90) days of the date the last Project Sponsor receives notification from the Bank that such reimbursement is due the Bank and stating the reason(s) for such reimbursement. Further, in that event, all Disbursements for the Projects shall cease, and the Bank shall have no further obligations to the Project Sponsors under this Agreement. If the Project Sponsors fail to make such reimbursements in full to the Bank within that ninety (90) day period, the Project Sponsors' obligation to reimburse the Bank shall be subject to the provisions of S.C. Code Ann. § 11-43-210 of the Act and Section 8.2 of this Agreement. In the event exigent circumstances prevent the Project Sponsors from commencing or completing the Parkway North Project by the date identified above, the Bank may in its discretion, but is not required to, grant an extension for the commencement or completion of those projects on such terms and conditions as it may determine.

C. The Project Sponsors shall reimburse the Bank promptly for all reasonable costs and expenses incurred by the Bank in responding to requests for records and information submitted

to it pursuant to the South Carolina Freedom of Information Act (“FOIA”) relating to the Project after the Bank provides the Project Sponsors a written itemization of such costs and expenses and a copy of the request. Prior to seeking reimbursement from the Project Sponsors, the Bank will make a reasonable effort to collect such costs and expenses from the person or entity requesting such records or information pursuant to the FOIA.

Section 4.4 Project Reporting

The Project Sponsors shall report in writing to the Bank at least quarterly on the status of the Projects, including, but not limited to, reports on the status of design, right-of-way acquisition, environmental approvals, construction, scheduled draw requests, costs to date, estimated costs to complete the Projects, changes to the Projects, and any other matters identified or requested by the Bank. The reports shall be in a form acceptable to the Bank. The obligation of the Project Sponsors to report on the Exit #3 Proper Project shall cease upon the Project Sponsors’ providing the Bank a letter from SCDOT confirming it has assumed responsibility for that Project.

The Project Sponsors shall report, or cause the Owner to report, in writing to the Bank at least quarterly on the status of the Parkway South Project, including, but not limited to, reports on the status of design, right-of-way acquisition, environmental approvals, construction, project changes, and any other matters identified or requested by the Bank. The reports shall be in a form acceptable to the Bank.

The Project Sponsors may agree between themselves that one of them will be responsible for the reporting required by this section with respect to the Projects.

Section 4.5 Amendments or Revisions to Development Agreement

The City shall not amend, modify or revise the Development Agreement, or allow such amendment, modification or revision, that in any way affects the obligations of the Project Sponsors or the Owner to the Bank under this Agreement, the Loan Agreement, or the Development Agreement as it relates to this Agreement or the Loan Agreement without first providing the Bank thirty (30) days prior written notice thereof and obtaining the prior written

consent of the Bank to the amendment, modification or revision. Any such amendment, modification or revision, whether or not approved or agreed to by the City, that does not receive the prior written consent of the Bank under this Section 4.5 is void and unenforceable. This Section 4.5 shall remain in effect until the Project Sponsors and Owner fully satisfy all of their obligations to the Bank under this Agreement, the Loan Agreement and the Development Agreement. The reference in this Section 4.5 to the obligations of the Owner includes the Owner Financial Assistance Obligations.

ARTICLE 5

PROJECT ADMINISTRATION AND RELATED MATTERS

Section 5.1 Project Administration.

A. Exit #3 Proper Project. SCDOT shall administer the Exit #3 Proper Project pursuant to an Agreement between the Bank and SCDOT. The Project Sponsors, after consultation with the Owner, reserve the right to review and consent to the costs of the Exit #3 Proper Project after the bids are received by SCDOT for the Exit #3 Proper Project. Concurrently, SCDOT reserves the right upon receipt to analyze the bids for responsiveness (irregularities) and will notify the City, the County, the Owner, and the Bank if irregularities are found. The City's and County's consent to the costs must be given to SCDOT within fifty (50) calendar days of the receipt of the bids by SCDOT. If such consent is not given in writing by the City and the County within that time, SCDOT shall reject all bids for the Exit #3 Proper Project and cancel the procurement. If the City, County, Owner, and Bank agree in writing, SCDOT will rebid the Exit #3 Proper Project a second time under mutually agreeable terms acceptable to it and the Parties. If such consent is not given on the first procurement or a second procurement (a rebid) is not successful for any reason, the City and County shall reimburse the Bank within thirty (30) calendar days of the cancellation of the first procurement or second procurement for all Disbursements made on the Projects from the Grant and the Loan, and the Bank shall cancel all Financial Assistance on the Projects and all monies remaining in the accounts held by the State Treasurer's Office pursuant to Section 3.2 A and B shall be released to the County and Owner, respectively. Prior to the remitting of such funds by the State Treasurer's Office, all payments due to SCDOT to close out all contracts related to

the preliminary engineering, initial permitting and related costs for the Exit #3 Proper Project shall be made. If consent is given by the City and County, the consent does not alter, amend or limit the funding responsibilities of the City and County set forth in the Loan Agreement or this Agreement including coverage by the City and County of any Cost Overruns. SCDOT will install signage on City right-of-way as part of the Exit #3 Proper Project as necessary and consistent with the traffic plan in the Interchange Justification Report, and any approval or consent required from the City for such installation will not be unreasonably withheld. The reimbursement and payment obligations set forth above in this Section 5.1.A shall survive the termination of this Agreement.

In addition to the foregoing, within the same fifty (50) calendar day period of time if the City and County consent to the costs of the successful bid that is in excess of \$45,604,000, the City and County also shall enter a binding obligation with the Bank in a form and with contents acceptable to the Bank to provide the funds to cover any and all costs of the Exit #3 Proper Project in excess of the estimated costs of \$45,604,000.

B. Parkway North Project. The City shall administer the Parkway North Project, which is a portion of Purrysburg Road. The design and construction of the Parkway North Project must conform with SCDOT standards, specifications, and requirements and with the traffic studies used for the approval of the Interchange Justification Report. The City shall be responsible for all engineering, right-of-way acquisition, and construction for the Parkway North Project and may perform all or any part of the work with its own forces or may contract out any of the work or services to private or governmental providers or contractors should it determine that such contracting out would be more efficient or would result in more timely completion of the Parkway North Project. The City shall enter into contracts in its own name. All rights-of-way shall be acquired in the name of the City, and the laws and procedures of the State of South Carolina for acquiring rights-of-way shall apply and be followed. SCDOT shall quitclaim to the City any portions of Purrysburg Road that it may own as set forth in Section 3.2.D of this Agreement. The City shall own and maintain the Parkway North Project and Purrysburg Road after completion of construction of the Parkway North Project. All work, services and materials used on the Parkway North Project shall conform with SCDOT standards, specifications, and requirements as if it were administering the Parkway North Project. The Project Sponsors shall complete the Parkway North

Project and open the Parkway North Project for public use upon such completion which must be no later than the date that the Exit #3 Proper Project is open to public use.

C. Parkway South Project. The Owner, in cooperation with the City, shall administer the Parkway South Project, which is a portion of Purrysburg Road. The design and construction of the Parkway South Project must conform with the standards, specifications, and requirements of SCDOT and the Interchange Justification Report. The Owner shall be responsible for all engineering, right-of-way acquisition, and construction for the Parkway South Project. The Owner shall enter into contracts in its own name. All rights-of-way shall be acquired in the name of City and the laws and procedures of the State of South Carolina for acquiring rights-of-way shall apply and be followed. SCDOT will quitclaim to the City any portions of Purrysburg Road that it may own as set forth in in Section 3.2.D of this Agreement. Prior to 120 days from the Exit #3 Proper Project Bid Date, the City shall convey to by quitclaim deed to SCDOT that portion of Purrysburg Road which is within the Exit #3 Proper Project, as shown on the approved right-of-way plans. The City shall own and maintain the Parkway South Project and Purrysburg Road (excluding the portion within the Exit #3 Proper Project) after completion of construction of the Parkway South Project. All work, services and materials used on the Parkway South Project shall conform with SCDOT standards, specifications, and requirements as if it were administering the Parkway South Project and the Interchange Justification Report. In addition to any other sections of this Agreement expressly made applicable to the Parkway South Project, the provisions of Sections 5.4, and 5.5 of this Agreement shall be applicable to the Parkway South Project. The Owner shall complete the Parkway South Project and open the Parkway South Project for public use upon such completion which must be no later than the date that the Exit #3 Proper Project is open to public use. The City shall be responsible to the Bank for ensuring that the Owner complies with all obligations in this Agreement that are applicable to the Parkway South Project. The Bank shall not provide Financial Assistance of any kind to the Parkway South Project.

Section 5.2 Scope of Projects

The scope of work of the Projects and the Parkway South Project shall be as set forth in the definition of each of those projects in Section 1 of this Agreement and shall comply with the

Interchange Justification Report. A material change in the scope of the Exit #3 Proper Project shall require the approval of the Bank Board, SCDOT and Project Sponsors and be stated in an amendment to this Agreement. For purposes of this Section 5.2, “material change” means a change in the scope of the Exit #3 Proper Project: (a) that requires a revision of the Record of Decision or other approvals issued by Federal Highway Administration for the Exit #3 Proper Project, the permit(s) issued by the U.S. Army Corps of Engineers for the Exit #3 Proper Project, or the permits, approvals or authorizations required for the Exit #3 Proper Project issued by other Federal or state agencies, including the Interchange Justification Report, but only if such changes alter the overall design or purpose of the Exit #3 Proper Project; (b) that does not comply with SCDOT’s standards, specifications and requirements or the Interchange Justification Report; or (c) that materially changes the overall design or scope of the Exit #3 Proper Project, which alone or together with other material changes as defined in Section 5.2, increases the costs of the Exit #3 Proper Project beyond the estimated costs of \$45,604,000 set forth in Section 3.1 of this Agreement or the higher cost of the Exit #3 Proper Project established by the process in Section 5.1 of this Agreement, whichever is applicable. Except as provided above in (a), (b), and (c) of this Section 5.2, change orders may be executed by SCDOT for items necessary to complete the Exit #3 Proper Project without the consent of the Project Sponsors or Bank. Notwithstanding the above provisions in Section 5.2, no consent from the Project Sponsors relating to increased costs for the Exit #3 Proper Project is required to implement or enforce the obligation of the Project Sponsors to pay for Cost Overruns for the Exit #3 Project as set forth in this Agreement so long as the Cost Overrun is not caused by one or more of the material changes set forth in (a), (b), or (c) above in this Section 5.2. The Bank acknowledges that the Project Sponsors and the Owner may negotiate among themselves an alternative basis for the sharing of the Cost Overrun obligations in the Participation Agreement, the Development Agreement or both such documents, but this shall not affect the Project Sponsors’ Cost Overrun obligations in this Agreement and the Loan Agreement.

Section 5.3 Ownership and Maintenance of Projects.

Upon completion and acceptance of the Exit #3 Proper Project by SCDOT, SCDOT shall maintain the Exit #3 Proper Project. The City shall own and be responsible for and provide

maintenance for the Parkway North Project, Parkway South Project, and Purrysburg Road after completion of the Parkway South Project and Parkway North Project and shall provide the Bank and SCDOT a written commitment confirming its obligations to maintain the Parkway North Project, Parkway South Project and Purrysburg Road.

The City and Owner, respectively, shall solicit contractor, construction and consultant services and materials needed to complete the Parkway North Project and Parkway South Project by the procurement methods they deem will result in the selection of the best qualified firms and vendors, the lowest responsible contract price, and the best value for the projects as long as the City or Owner, respectively, is authorized by law to employ such methods. Contract forms shall be design-build, design-bid-build, or any other form or combination of forms that are permissible by law that the City and Owner, respectively, determine will result in the most cost-effective, efficient, and timely delivery and completion of the Parkway North Project and Parkway South Project.

Section 5.4 Bonds and Insurance

The City and Owner, respectively, shall require that the contractor(s) for the Parkway North Project and Parkway South Project provide and maintain throughout the life of the construction the same types and amounts of payment bonds, performance bonds, and insurance coverages that SCDOT usually requires from contractors on comparable projects that it manages. To the extent available and at a cost not to exceed \$10,000, the Bank shall be made an additional obligee on the performance bond(s) for the Parkway South Project.

The City and Owner, respectively, shall require, or cause the general contractor to require, that subcontractors, engineering or design firms, and other vendors and providers on the Parkway North Project and Parkway South Project provide and maintain the same types, duration and amounts of payment bonds, performance bonds, and insurance coverages that SCDOT usually requires from subcontractors, engineering or design firms, and other vendors and providers on comparable projects it manages.

The City shall provide, or cause to be provided to, the Bank proof of such required bonds and insurance coverages prior to each respective contractor, subcontractor, engineering or design firm, vendor and provider commencing the provision of services or materials on the Parkway North Project and Parkway South Project. The City shall certify to the Bank in writing between July 1 and July 30 of each year during the life of the Parkway North Project and Parkway South Project that all such required bonds and insurance coverages remain in force. The City shall promptly notify the Bank in writing if any required bonds or insurance coverages lapse or are terminated. The Bank may decline to make payments or Disbursements for any services or materials provided by any contractor, subcontractor, firm, vendor or provider on the Parkway North Project on which any required bonds or insurance coverages have lapsed or been terminated until such lapse or termination is corrected to the satisfaction of the Bank.

Upon request, the City promptly shall provide, or cause to be provided to, the Bank copies of any required bonds and any certificates or policies for any required insurance coverages.

ARTICLE 6

CONDITIONS TO BANK'S DISBURSEMENTS AND DRAW REQUESTS

Section 6.1 Draw Requests on Parkway North Project

The Bank's obligation to make Disbursements for Eligible Costs of the Parkway North Project arises only upon the Bank's receipt, review and approval of a written draw request from the City, which draw request shall be in a form approved by the Bank, and is further conditioned upon all of the following conditions being met:

A. No lien or other interest may have attached to a Contract or the Parkway North Project, nor to any rights-of-way, real property or improvements related thereto.

B. Construction of the completed portions of the Parkway North Project described in the applicable Contract shall have been carried out substantially in accordance with the applicable plans, standards and specifications.

C. No event of default exists under this Agreement, the Loan Agreement, or any related agreement with the Bank, or any Contract.

D. No event or condition shall have occurred or arisen which prevents the Bank from obtaining funds sufficient to complete its Financial Assistance to the Parkway North Project, and no funding or payment obligations under this Agreement, including those in Section 3.2 of this Agreement, have failed to be provided on the schedule approved by the Bank.

E. The Project Sponsors have fulfilled all of the warranties, covenants and obligations set forth in this Agreement, including, but not limited to those in Section 3.2 of this Agreement that are conditions precedent or contingencies to Disbursements from the Grant.

F. The City shall have certified that the entire payment applied for in the draw request is for Eligible Costs of the Parkway North Project and that the design, work, and materials used in that portion of the Parkway North Project comply with the terms of applicable Contracts, the approved plans, and the applicable standards of SCDOT.

G. The following conditions have been met, satisfied, or otherwise agreed to:

- i. The Project Sponsors have entered into and executed all agreements, instruments, documents, provisions and terms deemed necessary by the Bank.
- ii. Any material change in scope of the Parkway North Project has been approved by Bank and SCDOT, this Agreement has been modified or amended as determined necessary by the Bank, and additional approvals from the JBRC or other governmental entities have been obtained as determined necessary by the Bank.
- iii. The Project Sponsors warrant that no litigation, nor any proceeding before any governmental agency involving either of them or the Owner is pending, or to the knowledge of the Project Sponsors, threatened, in which any potentially adverse outcome would have a materially adverse impact on the

ability of the Project Sponsors or Owner to meet their obligations under this Agreement, Loan Agreement or Development Agreement.

Section 6.2 Costs Not Paid or Reimbursed on Parkway North Project

The Bank will not make Disbursements for or pay or reimburse expenses, expenditures or costs from the Grant or Loan for the following purposes which are hereby deemed not to be Eligible Costs under this Agreement or for the Parkway North Project. This section shall survive the termination of this Agreement:

A. Any costs, expenses, expenditures, attorneys' fees, damages, awards, judgments or settlements arising from, or alleged to arise from, claims, or legal, judicial or administrative actions or proceedings of any kind, asserted under or related to any Federal, state, local or government agency law, ordinance, regulation or any permitting process; for condemnations; inverse condemnations; regulatory takings; physical takings; trespasses; nuisances of any kind; flooding; damages to real or personal property or interests of any kind; diminutions in real or personal property values; loss of road, street, highway or other access; environmental, wetlands, water, noise, visual, odor or similar damages or impacts; similar demands, assertions or allegations; or payments or obligations established under any compensation programs or plans established by the Project Sponsors, SCDOT or any other entity.

B. Any costs, expenses, expenditures, attorneys' fees, damages, awards, judgments or settlements arising from, or alleged to arise from, any claims, disputes, proceedings, or lawsuits of any kind, including disputes between the Project Sponsors and SCDOT.

C. Landscaping and beautification for the Project other than for required grassing or other erosion control measures or replacement or repair of trees, vegetation or landscaping affected by construction of the Parkway North Project.

D. Excessive or unreasonable attorneys', engineering or other professional fees or expenses based on the lesser amount of reasonable fees and expenses as determined by applicable

industry standards or what South Carolina state agencies, including SCDOT and the South Carolina Attorney General's Office, usually pay or authorize for such services, fees, and expenses.

E. Any costs that are not for the actual construction of the Parkway North Project such as permitting costs, right-of-way costs, or preliminary engineering costs.

Section 6.3 Exit #3 Proper Project

The procedures and provisions for Disbursements on draw requests submitted by SCDOT to the Bank on the Exit #3 Proper Project shall be set forth in the SCDOT Intergovernmental Agreement. The Bank or SCDOT will provide the Project Sponsors copies of the draw requests submitted by SCDOT. The Project Sponsors may in good faith object based on the provisions in this Agreement to a draw request by submitting a written explanation to the Bank and SCDOT within seven (7) days of the receipt of a copy of the draw request. The Bank with SCDOT's assistance shall review the objection in good faith and advise the Project Sponsors of their decision on the objection. The decision of the Bank and SCDOT on the objection is final.

ARTICLE 7

INDEMNIFICATION OF BANK

To the maximum extent permitted by the law of South Carolina, the Project Sponsors shall defend, indemnify and hold the Bank and its Board members, officers and employees harmless from and against any and all liabilities, claims, actions, damages, judgments and attorneys' fees and related expenses and costs in any way arising out of or relating to: (i) the design, location, construction, modification, funding, pursuit, implementation, completion or operation of the Projects, the Parkway South Project, or any portion or component thereof; (ii) this Agreement, the Loan Agreement, or any contract; or (iii) the selection, use or payment of persons or firms for design, construction, modification, or operation of the Projects, the Parkway South Project, or any portion or component thereof. In the event the Project Sponsors do not pay the full amount of any such indemnification to the Bank for any reason within ninety (90) days of the date of the notification to the Project Sponsors that such indemnification is due the Bank, the Project Sponsors' obligation to pay the Bank under this section shall be subject to the provisions of S.C.

Code Ann. § 11-43-210 and Section 8.2 of this Agreement. In lieu of requiring such payment by the Project Sponsors as described above, the Bank may in its discretion reduce the amount of the Grant or Loan by the amount of the costs and expenses incurred as a result of the matters described above in this section. The Projects Sponsors are each jointly and severally liable to the Bank for the obligations set forth in this section. This Article 7 shall survive the termination of this Agreement.

ARTICLE 8
BANK'S RIGHTS AND REMEDIES

Section 8.1 Events of Default as to the Project Sponsors

With the exception of the Owner's obligations with respect to the Parkway South Project, in the event either of the Project Sponsors or the Owner violate or fail to comply with any provision in or obligation under this Agreement (including other agreements and obligations incorporated herein) or the Loan Agreement and if such failure continues for a period of thirty (30) days after receipt of a written notice of such default from the Bank, such failure shall constitute an Event of Default by the Project Sponsors under this Agreement. The Events of Defaults of this Agreement also shall include those Events of Default in Section 7.1 of the Loan Agreement which is incorporated herein by reference. For the avoidance of doubt, the Owner's failure to perform any of its obligations with respect to the Parkway South Project shall not constitute an Event of Default by the Project Sponsors. For the avoidance of doubt, the Owner's failure to perform any of its obligations with respect to the Parkway South Project shall not constitute an Event of Default by the Project Sponsors. The failure by either Project Sponsor to appropriate funds to satisfy any of its obligations under this Agreement also shall constitute an Event of Default under this Agreement if not cured by that Project Sponsor within the thirty (30) day period described above in Section 8.1.

Section 8.2 Remedies as to the Project Sponsors

Whenever any Event of Default occurs, any one or more of the following remedies may be pursued by and shall be available to the Bank against the Project Sponsors in addition to those provided in other sections of this Agreement:

A. As to any Event of Default, any obligation, act or duty the Project Sponsor(s) or the Owner failed to perform shall be deemed a ministerial act and subject to the remedies of mandamus and mandatory injunction requiring the Project Sponsor(s) to perform the obligation or duty, and the Bank shall be deemed to have no adequate remedy at law for such Event of Default.

B. Among other rights and remedies available to the Bank following an Event of Default, the Bank shall have the right to cease making any further Disbursements under this Agreement or Loan Agreement with respect to the Projects until such Event of Default has been cured and the right to require the Project Sponsors to reimburse it for any or all Disbursements on the Projects. The Bank shall also have and may pursue any other remedies available under South Carolina law, including the enforcement of any remedies against any legally available funds of the Project Sponsors, except as such remedies may be expressly limited by the specific provisions of this Agreement which includes, but is not limited to, all funds appropriated or authorized in any way by the Project Sponsors for the Projects.

C. In addition to the remedies available to the Bank set forth in this Agreement for an Event of Default, the Bank also shall have the right to exercise the remedies set forth in Section 7.2.A. of the Loan Agreement.

D. The Project Sponsors shall pay the Bank the reasonable attorneys' fees and expenses incurred by the Bank in pursuing any remedy for an Event of Default.

E. In the event a Project Sponsor fails to make any payment or reimbursement to the Bank in full as required by this Agreement or the Loan Agreement, it acknowledges the authority of the State Treasurer under S.C. Code Ann. § 11-43-210 to withhold funds allotted or appropriated by the State of South Carolina to the Project Sponsor and to apply those funds to

make or complete any such payment in full to the Bank. The Project Sponsors agree that the current provisions of Section 11-43-210 are hereby incorporated into this Agreement verbatim as an independent and separate contractual obligation of the Project Sponsors and shall be enforceable against the Project Sponsors and survive even if S.C. Code Ann. § 11-43-210 is repealed or its application is reduced or amended by action of the General Assembly, or it is otherwise abrogated, or its application is reduced or modified by a court or court decision. The Bank will notify the Project Sponsors prior to requesting that the State Treasurer withhold such funds.

F. In consideration of the significant benefits to the City and County and their citizens from the Grant and Loan from the Bank for construction of the Projects on which each is a Project Sponsor, the City and County each acknowledges and agrees that it is jointly and severally liable to the Bank for the payment of all financial obligations arising under this Agreement, and that such liability is independent of and in addition to the obligations of the other Project Sponsor. The foregoing notwithstanding, the Bank acknowledges that the City, the County, and Owner may negotiate between themselves regarding an alternative basis for the sharing of any such liability between them in the Participation Agreement, the Development Agreement, or both such documents, but this alternative basis shall not affect the Project Sponsors' joint and several liability to the Bank. Each obligation, promise, covenant, representation, and warranty in this Agreement shall be deemed to have been made by, and binding upon, each Project Sponsor. The Bank may bring an action against either Project Sponsor, whether or not an action is brought against the other Project Sponsor, provided, however, nothing contained in this Section shall prevent either Project Sponsor from making the other a party to said action to the extent permitted by law or in equity.

Each Project Sponsor agrees that any release which may be given by the Bank to the other Project Sponsor will not release such Project Sponsor from its obligations under this Agreement.

Section 8.3 Remedies Cumulative; Non-waiver

All rights and remedies of the Bank provided for in this Agreement, the Loan Agreement or in any other related document as to any party are cumulative, shall survive the termination of this Agreement, and shall be in addition to any and all other related rights and remedies provided for or available to the Bank at law, including those contained in the Act, or in equity. The exercise

of, or the failure to exercise, any right or remedy by the Bank shall not in any way constitute a cure or waiver of an Event of Default or the waiver of any right or remedy available to the Bank, nor invalidate any act done pursuant to any notice of the occurrence of an Event of Default.

ARTICLE 9
GENERAL CONDITIONS AND PROVISIONS

Section 9.1 Waivers

No waiver of any Event of Default by the Bank hereunder shall be implied from any delay or omission by the Bank to take action on account of such Event of Default, and no express waiver shall affect any event of default other than the Event of Default specified in the waiver and it shall be operative only for the time and to the extent therein stated. Waivers of any covenants, terms or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term or condition. The consent or approval by a Party to or of any act by another Party requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a Party hereunder shall preclude any further or later exercise thereof or the exercise of any other or different right or remedy by the Party.

Section 9.2 Benefit and Rights of Third Parties

This Agreement is made and entered into for the sole protection and benefit of the Parties, and their successors and assigns. Other than the Owner solely as set forth below in Section 9.12 below, no other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement in any manner, including, but not limited to, any right to any Disbursements at any time, any right to require any Party to apply any portion of the amounts committed herein that have not been disbursed to the payment of any such claim, or any right to require any Party to exercise any right or power under this Agreement or arising from any Event of Default of any kind by either of the Project Sponsors. Nor shall any Party owe any duty or have any obligation whatsoever to any claimant for labor or services performed or materials or supplies furnished in connection with the Projects. Other than the owner, no other persons, firms,

entities, or parties shall, under any circumstances, be deemed to be a beneficiary of any conditions or obligations set forth in this Agreement, any or all of which may be freely waived in whole or in part by the Party at any time pursuant to Section 9.1 of this Agreement, if in its sole discretion, it deems it desirable to do so.

Section 9.3 No Liability of Bank

The Bank makes no representations and assumes no obligations or duties as to any person, firm, entity, or party, including the parties to this Agreement, concerning the quality of the design, construction, modification, completion or operation of the Projects, or any portion or component thereof, or the absence therefrom of defects of any kind. The Bank and its Board members, officers and employees shall not be liable in any manner to any person, firm, entity, or party, including the parties to this Agreement, for the design, location, construction, modification, completion, or operation of the Projects, or the failure to design, locate, modify, operate, complete, or construct the Projects or any portion or component thereof, generally or in any particular manner. The Bank shall not be liable in any manner on any Contract to which it is not a named party, the execution of which has not been properly and duly authorized by the Bank Board, and that has not been so executed by the Bank.

Section 9.4 Assignment

The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided, however, the Project Sponsors shall not assign or delegate this Agreement, any of its respective rights, interest, duties or obligations under this Agreement, nor any Disbursements without the prior written consent of the Bank; and any such attempted assignment or delegation (whether voluntary or by operation by law) without said consent shall be void.

Section 9.5 Captions

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement nor the intent or meaning of any provision hereof.

Section 9.6 Notices

All notices required to be given hereunder, except as otherwise provided in this Agreement, shall be deemed effective when received by the other party, through certified mail, registered mail, personal delivery, or courier delivery. All such notices shall be addressed to the Parties as follows:

City of Hardeeville
Mr. Michael Czymbor
City Manager
205 Main Street
Hardeeville, SC 29927

Jasper County Andrew P. Fulghum
County Administrator
P.O. Box 1149
Ridgeland, SC 29936

Chairman
South Carolina Transportation Infrastructure Bank
955 Park Street, Room 120B
Columbia, SC 29201

Section 9.7 Amendments

Any amendment to this Agreement shall only be made through a written instrument duly authorized and signed by each party hereto.

Section 9.8 Savings Clause

Invalidation of any one or more of the provisions of this Agreement by any court of competent jurisdiction shall in no way affect any of the other provisions hereof, all of which shall remain, and is intended by the Parties to remain, in full force and effect. Notwithstanding the

foregoing sentence, in the event that a court invalidates or modifies any one or more provisions, in whole or in part, of this Agreement, the Bank may in its discretion terminate this Agreement by providing notification of such termination to the Project Sponsors, and upon providing such notification to the Project Sponsors, all of the Bank's obligations under this Agreement shall terminate immediately.

Section 9.9 Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such fully executed counterpart.

Section 9.10 Authority to Execute

By executing this Agreement, the undersigned each affirms and certifies that he or she has authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.

Section 9.11 Agreement Controls

In the event of any conflicts between the provisions of this Agreement and the provisions of the Loan Agreement or the provisions of the Development Agreement relating to this Agreement or the Loan Agreement, the provisions of this Agreement shall control.

Section 9.12 Limited Third Party Beneficiary

Notwithstanding anything to the contrary contained herein, the Owner is a third-party beneficiary solely to Sections 3.2, 5.1, 5.2, and 6.3 of this Agreement, but only to the extent that the Project Sponsors have expressly stated rights under those Sections. No amendments or modifications to those Sections in this Agreement shall be made without first obtaining the written consent of the Owner which consent shall not be unreasonably withheld or delayed by the Owner.

A copy of any notices by any of the Parties under this Agreement shall be timely delivered to the Owner.

[Separate Signature Page for Each Party Follows]

SIGNATURE PAGE FOR THE CITY OF HARDEEVILLE

IN WITNESS WHEREOF, the City of Hardeeville has caused this Agreement to be executed on its behalf and its seal to be affixed hereto.

CITY OF HARDEEVILLE, SOUTH CAROLINA

By: _____

(SEAL)

Printed Name: _____

Title: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Note: The execution of this Agreement was authorized and approved by Ordinance _____ adopted by the Hardeeville City Council on _____, 2023.

SIGNATURE PAGE FOR JASPER COUNTY

IN WITNESS WHEREOF, Jasper County has caused this Agreement to be executed on its behalf and its seal to be affixed hereto.

JASPER COUNTY, SOUTH CAROLINA

By: _____

(SEAL)

Printed Name: _____

Title: _____

Attest:

By:

Printed Name: _____

Title: _____

Note: The execution of this Agreement was authorized and approved by Ordinance _____ adopted by the Jasper County Council on _____, 2023.

SIGNATURE PAGE FOR BANK

IN WITNESS WHEREOF, the South Carolina Transportation Infrastructure Bank has caused this Agreement to be executed on its behalf and its seal to be affixed hereto.

SOUTH CAROLINA TRANSPORTATION
INFRASTRUCTURE BANK

(SEAL)

By: _____

John B. White, Jr.

Chairman

Attest:

Robert E. Tyson, Jr.

Secretary

Add and List Exhibits

A. Real Property Description of TIF and MID

EXHIBIT C
IMPROVEMENT PLAN

AGENDA

ITEM # 17

**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 Simmons
Clerk to Council

ORDINANCE: # O-2023-21

First Reading: November 6, 2023

Public Hearing: December 4, 2023

Second Reading: _____

Second Public Hearing: _____

Third Reading: _____

Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

AGENDA

ITEM # 18

STATE OF SOUTH CAROLINA)
)
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 B 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 A (“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 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; 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 and Infrastructure Credit 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 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

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

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

EXHIBIT A
FORM OF FEE AGREEMENT

EXHIBIT B

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.

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

**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
Sponsor Name	Gopher Hill Holdings, LLC, Terminal Investment Corp., and TICO Manufacturing	
Project Location		
Tax Map Nos.	048-00-01-029, 048-00-01-012 and 048-00-01-032	
FILOT		
• 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
Multicounty Park	Jasper and Hampton County – Freedom Industrial Park	
Infrastructure Credit		
• 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
Other Information		

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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 20th 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
(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 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: _____

INFRASTRUCTURE CREDIT AGREEMENT

by and between

JASPER COUNTY, SOUTH CAROLINA

and

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

Effective as of: March 21, 2023

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”).

WITNESSETH:

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

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

WHEREAS, pursuant to the authority provided in the Act, the County 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:

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

Clawback Percentage = 100% - 50% = 50%

Repayment Amount = \$154,000 x 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
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if to the Company:	Terminal Investment Corporation POB 73 Savannah, Georgia 31402 Email: rbooker@ticotracors.com
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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 # 19

Public Comments

AGENDA

ITEM # 20



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

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Administrator's Report December 4, 2023

1. Comprehensive Plan Review/Moratorium:
Provided support letter for request to use Beaufort County's Greenspace Program funding in Jasper County. A copy of the letter follows this report.
2. County Holiday Lunch:
Reminder that our annual holiday luncheon will take place in the Council Chambers at noon on Thursday, Dec. 7. We will be doing a toy drive again this year and ask that attendees please consider bringing a new, unwrapped toy for donation.
3. Jasper County Detention Center:
As you know, Jasper County and our neighboring counties have been operating our detention centers while making improvements identified in corrective action plans we have established with the SC Department of Corrections (SCDC). SCDC is requiring these corrective action plans because inspections of the facilities resulted in findings that SCDC has determined to be inconsistent with SCDC's minimum standards for operations. We have been making progress in our efforts to complete items listed in our corrective action plan and have been asked to provide an update on our work within the next ninety days. Staff will provide you with copies of our update to SCDC.
4. County Council Meeting Schedule:
Reminder that staff has at least one business matter requiring a County Council meeting prior to the end of the calendar year. Additionally, we would like to clarify your regular meeting date(s) in January and when you might want to have your first workshop or retreat in the new year. I will be seeking Council direction.

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



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Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

October 27, 2023

VIA Electronic Mail Delivery

Mr. Michael Mcshane, Chair
Beaufort County Greenspace Program
c/o Mark Davis, Deputy Planning Director
Post Office Drawer 9
Beaufort, SC 29901

Re: Letter of Support for the 4,409-acre Gregorie Neck Project

Dear Mr. Mcshane:

Jasper County Administration is pleased to endorse the Beaufort County Greenspace Application for a Conservation Easement to protect a 4,409 acre property known as Gregorie Neck. Gregorie Neck lies in the heart of Jasper County and permanent protection would prevent incompatible development, while protecting habitat and linking wildlife corridors.

Jasper County is growing rapidly and we are at an important point in time to direct that growth and shape our region for the next generation. To do our part, Jasper County Council enacted a temporary development moratorium in May 2023 to take stock of our existing zoning policies, revise our future land use map, and plan for our growth in this important corridor. Gregorie Neck lies within the moratorium area and land protection with a conservation easement is complementary to our overall planning and zoning objectives.

Gregorie Neck is positioned between significant built infrastructure, like Interstate-95, and natural infrastructure, such as the Tulifinny, Coosawhatchie and Broad Rivers. Its permanent protection would help protect water quality in the upper reaches of the Port Royal Sound, reduce daily trips on congested infrastructure, and link wildlife corridors. These benefits will be felt by both Beaufort and Jasper Counties alike.

We understand the Open Land Trust will place a permanent conservation easement on the property and has applied for Greenspace and Department of Defense grant funds. Please consider our letter of support for this application.

Please contact me if you have any questions. We respectfully offer our support for funding by the Beaufort County Greenspace Program for the conservation easement on Gregorie Neck.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized 'A' followed by a long, horizontal flourish.

Andrew P. Fulghum, ICMA-CM

Andrew Fulghum

From: Nicole Holt
Sent: Monday, November 20, 2023 3:38 PM
To: county
Cc: Marty Sauls; John Kemp; Barbara Clark; Alvin Adkins; Coy Garbade; Andrew Fulghum
Subject: Toys for Tots 2023

Good afternoon!

I have received calls again this year from some of you who are interested in donating to Toys for Tots. The Savannah, GA branch serves the following counties: Bryan, Chatham, Effingham, Liberty, Long, Beaufort, Hampton, and Jasper. We will have a donation box at our Holiday Luncheon again this year for anyone who would like to donate—just remember to bring a new, unwrapped toy. Jasper County Fire-Rescue is also taking donations at the following locations: the lobby of Emergency Services (1509 Grays Highway), Station 34 (192 Mead Road), and Station 25 (2721 Levy Road). Please support our children in need this holiday season!



Nicole Holt
Human Resources Director
Jasper County



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

Tisha L. Williams
Executive Assistant

tlwilliams@jaspercountysc.gov

Progress Report November 7, 2023 – December 4, 2023

1. Staff Retreat:
Held staff retreat in-house on Nov. 7. Reviewed initiatives and projects of each division as well as the Detention Center, Information Technology, and Human Resources departments. Reviewed departmental reporting and status of performance data collection, management, and the creation of dashboards.
2. Jasper County v. Alvin Adkins and the Board of Voter Registration and Election of Jasper County:
Met with outside counsel on Nov. 8 to prepare for bench trial. Participated in the trial as a witness on Nov. 13.
3. Interface between Treasurer's Office and Finance Department:
Attended two meetings with County staff and staff from the SC Association of Counties (SCAC). Continue to research and verify proper finance department interface with outside vendors, banks, comptroller general's office, and other counties. Awaiting work product from auditing firm performing work for the Treasure. Chaiman Sauls forwarded to you a recent email exchange between Mr. Skinner and me as a status update.
4. Various Development Projects:
Attended meetings with County staff, SCA staff, and outside counsel on Nov. 8, 15, and 29 to discuss active economic development projects.
5. Animal Shelter:
Attended several meetings with County staff, a staffer from a neighboring jurisdiction, and representatives from non-profit animal care agencies re: the condition of the County's animal shelter and the County's relationship with Jasper Animal Rescue Mission (JARM). The Comprehensive Agreement and Lease between Jasper County and JARM to be discussed with Council in executive session at the Dec. 4 meeting of the County Council.

6. Coroner's Office:

Chaiman Sauls forwarded to you a recent email exchange between Mr. Aiken me as a status update. Mr. Aiken will be making a request of Council at your meeting on Dec. 4.

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

Training session provided by the State Ethics Commission on Nov. 8, Boat Tour of the Broad River and Port Royal Sound on Nov. 8, Jasper County Airport Commission meeting on Nov. 15, South Carolina City and County Management Association (SCCCMA) Scholarship Committee meeting on Nov. 15, Jasper County Chamber's Big Thursday Oyster Roast on Nov. 16, Hampton/Jasper County Boundary Reestablishment meeting hosted by the SC Revenue and Fiscal Affairs Office (RFA) on Nov. 28, and the Hilton Head Chamber's 2023 State of the Region luncheon on Dec. 1.



November 17, 2023

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

RE: Important Information—Price Changes

Dear Mr. Fulghum,

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in Jasper County, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands. As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 18, 2023, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

We know you may have questions about these changes. If I can be of any further assistance, please contact me at 251.259.8657.

Sincerely,

Shaneak Brown
Manager, Government Affairs

Attachment: Hampton Jasper Customer Notice

Important information regarding your Xfinity services and pricing

Effective December 18, 2023

Xfinity TV	Current	New
Choice TV Select	\$37.50	\$43.50
Choice TV Select - with TV Box (Flex upgrade)	\$47.50	\$53.50
Broadcast TV Fee	\$22.45	\$25.85
Regional Sports Fee	\$10.40	\$10.55
3 Premiums	\$30.00	\$32.00
4 Premiums	\$40.00	\$43.00
5 Premiums	\$50.00	\$54.00

Xfinity Internet	Current	New
Connect	\$62.00	\$65.00
Connect More	\$82.00	\$85.00
Fast	\$92.00	\$95.00
Superfast	\$102.00	\$105.00
Gigabit	\$112.00	\$115.00
Gigabit Extra	\$122.00	\$125.00

Xfinity Home	Current	New
Pro Protection	\$50.00	\$55.00
Pro Protection Plus	\$60.00	\$65.00

Hampton County, Jasper County and Yemassee (Beaufort County)

83962000 (0540,0550,0560,0570,0630,0650,0660,0670,0820,0830)

P251AB24



November 15, 2023

Dear Mr. Fulghum,

We want to take a moment to inform you of an upcoming adjustment to Hargray's residential video rate structure.

Hargray is committed to providing our customers with quality TV programming at a competitive price and we make every effort to minimize costs. In our contract negotiations with cable networks and broadcasters, we work hard to ensure our customers don't suffer unfair price increases as a result of unreasonable rate demands. Over the past several years, however, cable networks and broadcasters have continued to increase their fees at an alarming rate. Despite our best efforts to control these dramatically increasing costs, Hargray, like other cable and satellite companies, must pass a portion of these costs on to our customers.

As a result, effective with our January 2024 billing statements, we will be adjusting our residential video rates. Please see the table below for affected services. Current customers on a promotional video rate are excluded from this rate adjustment during the term of their promotion. As always, we encourage our customers to contact us so that we may share ways they can save money on their monthly bills.

Hargray Residential TV/Video Service	Rate Change
Digital Lite, Premier TV, Expanded, Digital Basic and Full Basic (includes bundle customers)	+\$10.00/month
Broadcast Surcharge	Varies by market

We value our partnership with Jasper County, and we will continue to provide our customers with the latest products and technological advancements, while maintaining the highest level of reliability and customer care.

Please feel free to contact us with any questions or concerns you may have. We look forward to our continued partnership.

Sincerely,

Joel Braun
General Manager - Hargray
(843) 816-9299
Joel.braun@htc.hargray.com

Andrew Fulghum

From: Jane Shanley <jane.shanley@htchargray.onmicrosoft.com>
Sent: Friday, November 17, 2023 2:51 PM
To: Jane Shanley
Subject: Hargray Offices Moving...

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

Good afternoon,

I want to take a moment to make you aware of an upcoming Hargray office move effective December 11. The office located at 60 Robert Smalls Parkway in Beaufort, SC will move to its new location at 1425 Ribaut Road in Port Royal, SC.

The Robert Smalls Parkway location will close on Thursday, December 7 and the new location in Port Royal will open on Monday, December 11.

We apologize for any inconvenience this change may cause. We look forward to continuing to meet the needs of our customers throughout our service area at our new retail office in Port Royal. Customers may continue to reach us at 855.942.3234 or visit www.hargray.com.

We value our partnership with the community and we will continue to provide our customers with the latest products and technical advancements while maintaining the highest level of reliability and customer care. We recognize that we have a responsibility to our customers and the communities where we do business, and we will continue to ensure that we are the kind of company that our communities are proud to call a neighbor.

Please feel free to contact us with any questions or concerns you may have and we look forward to our ongoing partnership.

Sincerely,

Jane Shanley
General Manager - Hargray
60 Robert Smalls Parkway
Beaufort, SC 29906
843-706-1858
[Jane.shanley@htc.hargray.onmicrosoft.com](mailto:jane.shanley@htc.hargray.onmicrosoft.com)
[Jane.shanley@cableone.biz](mailto:jane.shanley@cableone.biz)



South Carolina
Department of Transportation

MEMORANDUM

TO: County Transportation Committee Members

FROM: Chad Rawls, PE, CPM – Local Government Services Manager

DATE: November 13, 2023

RE: \$20 million one-time funds for CTCs

In June, the South Carolina General Assembly passed the State budget for the 2023-24 fiscal year. This budget includes a one-time earmark of \$20 million as part of Proviso 118.20. These funds were divided and distributed on November 3, 2023 among the 46 County Transportation Committees (CTC). These funds are now available to CTCs to obligate toward transportation projects.

For the current fiscal year there will be no requirement to spend any of these one-time funds on the state highway system. The total state spending requirement will be completely satisfied by the portion of your recurring funds that must be dedicated to the state highway system.

We appreciate your dedication and commitment to the citizens of your counties and to the State of South Carolina. If you have any questions about one-times funds, or any other concerns, please let me know. I can be reached at 803-737-1469, 803-237-3732, or RawlsCL@scdot.org.



**SOUTH CAROLINA "C" PROGRAM
FORECASTED APPORTIONMENT OF ONE-TIME FUNDS FOR FISCAL YEAR 2023-24**

The Apportionments do not include the Donor Bonus allocations.

County	AREA		POPULATION		RURAL ROADS		FORECASTED APPORTIONMENT	
	Sq. Mile	Percent	Number	Percent	Miles(CL)	Percent	Percent	Amount
Abbeville	491	1.63%	24,295	0.47%	936	1.44%	1.18%	\$236,300
Aiken	1,071	3.56%	168,808	3.30%	2,380	3.65%	3.50%	\$700,800
Allendale	408	1.36%	8,039	0.16%	505	0.77%	0.76%	\$152,700
Anderson	714	2.37%	203,718	3.98%	2,683	4.12%	3.49%	\$698,000
Bamberg	393	1.31%	13,311	0.26%	662	1.02%	0.86%	\$172,200
Barnwell	548	1.82%	20,589	0.40%	624	0.96%	1.06%	\$212,200
Beaufort	576	1.92%	187,117	3.66%	894	1.37%	2.31%	\$462,900
Berkeley	1,104	3.67%	229,861	4.49%	2,292	3.52%	3.89%	\$778,500
Calhoun	381	1.27%	14,119	0.28%	736	1.13%	0.89%	\$178,200
Charleston	918	3.05%	408,235	7.98%	1,263	1.94%	4.32%	\$864,400
Cherokee	393	1.31%	56,216	1.10%	1,070	1.64%	1.35%	\$269,700
Chester	581	1.93%	32,294	0.63%	982	1.51%	1.36%	\$271,300
Chesterfield	799	2.66%	43,273	0.85%	1,698	2.61%	2.04%	\$407,200
Clarendon	607	2.02%	31,144	0.61%	1,187	1.82%	1.48%	\$296,600
Colleton	1,057	3.52%	38,604	0.75%	1,425	2.19%	2.15%	\$430,400
Darlington	561	1.87%	62,905	1.23%	1,312	2.01%	1.70%	\$340,500
Dillon	405	1.35%	28,292	0.55%	864	1.32%	1.07%	\$215,000
Dorchester	569	1.89%	161,540	3.16%	1,139	1.75%	2.27%	\$453,000
Edgefield	501	1.67%	25,657	0.50%	888	1.36%	1.18%	\$235,300
Fairfield	686	2.28%	20,948	0.41%	989	1.52%	1.40%	\$280,500
Florence	801	2.66%	137,059	2.68%	1,798	2.76%	2.70%	\$540,100
Georgetown	814	2.71%	63,404	1.24%	1,149	1.76%	1.90%	\$380,500
Greenville	786	2.61%	525,534	10.27%	3,181	4.88%	5.92%	\$1,184,100
Greenwood	456	1.52%	69,351	1.35%	996	1.53%	1.47%	\$293,300
Hampton	560	1.86%	18,561	0.36%	696	1.07%	1.10%	\$219,600
Horry	1,133	3.77%	351,029	6.86%	2,994	4.59%	5.07%	\$1,014,600
Jasper	655	2.18%	28,791	0.56%	591	0.91%	1.22%	\$243,100
Kershaw	727	2.42%	65,403	1.28%	1,487	2.28%	1.99%	\$398,500
Lancaster	549	1.83%	96,016	1.88%	1,289	1.98%	1.89%	\$378,600
Laurens	713	2.37%	67,539	1.32%	1,514	2.32%	2.00%	\$400,900
Lee	410	1.36%	16,531	0.32%	716	1.10%	0.93%	\$185,700
Lexington	699	2.32%	293,991	5.74%	2,406	3.69%	3.92%	\$784,000
McCormick	359	1.19%	9,526	0.19%	854	1.31%	0.90%	\$179,300
Marion	489	1.63%	29,183	0.57%	923	1.42%	1.20%	\$240,800
Marlboro	480	1.60%	26,667	0.52%	902	1.38%	1.17%	\$233,400
Newberry	630	2.10%	37,719	0.74%	1,257	1.93%	1.59%	\$317,400
Oconee	627	2.09%	78,607	1.54%	2,137	3.28%	2.30%	\$459,900
Orangeburg	1,106	3.68%	84,223	1.65%	2,603	3.99%	3.11%	\$621,100
Pickens	497	1.65%	131,404	2.57%	1,424	2.19%	2.14%	\$427,000
Richland	757	2.52%	416,147	8.13%	2,400	3.68%	4.78%	\$955,300
Saluda	453	1.51%	18,862	0.37%	981	1.51%	1.13%	\$225,400
Spartanburg	808	2.69%	327,997	6.41%	2,998	4.60%	4.56%	\$913,000
Sumter	665	2.21%	105,556	2.06%	1,477	2.27%	2.18%	\$436,000
Union	514	1.71%	27,244	0.53%	817	1.25%	1.17%	\$233,000
Williamsburg	934	3.11%	31,026	0.61%	1,314	2.02%	1.91%	\$381,900
York	681	2.27%	282,090	5.51%	1,754	2.69%	3.49%	\$697,800
Total	30,066	100.00%	5,118,425	100.00%	65,188	100.00%	100.00%	\$20,000,000

Area and Population are updated once every 10 years from the Census.
Rural road centerline mileages are updated annually.

Jasper CTC - Monthly C-Fund Statement - Proviso 118.20 Funds Summary October 31, 2023

These funds are sourced from the \$20 million earmark provided to the CTC in SFY 2023-24.

GAS TAX FUNDS

OCTOBER 1, 2023 - CASH BALANCE:	\$ -
FUNDS RECEIVED IN OCTOBER 2023	
Distribution during October 2023	\$ 244,000.00
Interest Received for October 2023	\$ -
Adjustments	\$ -

TOTAL FUNDS RECEIVED IN OCTOBER 2023 \$ 244,000.00

WITHDRAWALS IN OCTOBER 2023

State Project Expenditures	\$ -
Local Project Expenditures	\$ -

TOTAL WITHDRAWALS IN OCTOBER 2023 \$ -

OCTOBER 31, 2023 - CASH BALANCE:	\$ 244,000.00
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COMMITMENTS OF CASH BALANCE:

Remaining Budget on State Projects	\$ -
Remaining Budget on Local Projects	\$ -

TOTAL FUNDS COMMITTED \$ -

UNCOMMITTED BALANCE:	\$ 244,000.00
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JASPER CTC - MONTHLY C-FUND STATEMENT - OCTOBER 2023 - PROVISO 118.20 FUNDS

PROJECTS ON THE STATE HIGHWAY SYSTEM

PROJECT ID	RESPONSIBLE AGENCY	PROJECT PHASE	INITIAL PROGRAM DATE	PROJECT DESCRIPTION	OCTOBER 1 BUDGET	MONTHLY BUDGET CHANGES	OCTOBER 31 BUDGET	OCTOBER 1 TOTAL EXPENDITURES	MONTHLY EXPENDITURES	OCTOBER 31 TOTAL EXPENDITURES	OCTOBER 1 REMAINING BUDGET	OCTOBER 31 REMAINING BUDGET	OCTOBER 31 BUDGET OVERRUN	PROJECT STATUS
P041118	SCDOT	CON	Nov-21	CONTRIBUTION TO STATE CONTRACT 566311D P041499 RESURFACING 2 MILES OF SC-462 LOW COUNTY DRIVE	609,802.62		609,802.62	609,802.62	609,802.62	609,802.62				
PAGE TOTAL					609,802.62		609,802.62	609,802.62	609,802.62	609,802.62				
TOTAL STATE PROJECTS WITH PROVISO 118.20 FUNDS					609,802.62		609,802.62	609,802.62	609,802.62	609,802.62				

Jasper CTC - Monthly C-Fund Statement - Recurring Funds Summary October 31, 2023

Jasper CTC is DOT-Administered. This statement reflects the entire program.

GAS TAX FUNDS

OCTOBER 1, 2023 - CASH BALANCE: \$ 4,994,465.40

FUNDS RECEIVED IN OCTOBER 2023

3.99 cents Gas Tax for October 2023 \$ 108,519.07
 Interest Received for October 2023 \$ 12,939.80
 Adjustments \$ -
 Donor Bonus \$ -

TOTAL FUNDS RECEIVED IN OCTOBER 2023 \$ **121,458.87**

WITHDRAWALS IN OCTOBER 2023

State Project Expenditures \$ -
 Local Project Expenditures \$ -
 Administrative Expenses per Section 12-28-2740(B) of the C-fund Law
 3% Fee for SCDOT Administration Per Diem \$ -

TOTAL WITHDRAWALS IN OCTOBER 2023 \$ -

OCTOBER 31, 2023 - CASH BALANCE: \$ **5,115,924.27**

COMMITMENTS OF CASH BALANCE:

Remaining Budget on State Projects \$ 2,571,138.11
 Remaining Budget on Local Projects \$ 576,075.44
 Bond Repayment \$ -

TOTAL FUNDS COMMITTED \$ **3,147,213.55**

UNCOMMITTED BALANCE: \$ **1,968,710.72**

Recurring Funds Available to go to SCDOT Contract: \$ 1,968,710.72

Each CTC must spend 25.0% of their FY 2022 - 2023 Apportionment and 33.3% of their FY 2023 - 2024 Apportionment on State Highway System during these two fiscal years.

Fiscal Year	Annual Apportionment	Total State Expenditures	Apportionment % Spent
FY 2022 - 2023	1,358,716.50	1,330,000.00	97.85%
Current Year	1,397,900.00	(413,907.34)	-29.61%
		916,092.66	REQUIREMENT MET

Is the CTC in compliance (Yes/No)? Yes

This chart does NOT include the state requirement for the 2011 Proviso 118.18 Fund.

The uncommitted balance of each CTC must not exceed 300% of its annual apportionment.

Annual Apportionment for FY 2023 - 2024	300% of Annual Apportionment	Uncommitted Balance
1,397,900.00	4,193,700.00	1,968,710.72

Is the CTC in compliance (Yes/No)? Yes

JASPER CTC - MONTHLY C-FUND STATEMENT - OCTOBER 2023 - RECURRING FUNDS
PROJECTS ON THE STATE HIGHWAY SYSTEM

PROJECT ID	RESPONSIBLE AGENCY	PROJECT PHASE	INITIAL PROGRAM DATE	PROJECT DESCRIPTION	OCTOBER 1 BUDGET	MONTHLY BUDGET CHANGES	OCTOBER 31 BUDGET	OCTOBER 1 TOTAL EXPENDITURES	MONTHLY EXPENDITURES	OCTOBER 31 TOTAL EXPENDITURES	OCTOBER 1 REMAINING BUDGET	OCTOBER 31 REMAINING BUDGET	OCTOBER 31 BUDGET OVERRUN	PROJECT STATUS	PROJECT STATUS
P037321	JASPER CO	CON	Feb-18	PE SERVICES FOR INSTALLATION OF SIGNAL AT INTERSECTION OF US-278	18,100.00		18,100.00	18,100.00		18,100.00				CLOSED	Sep-23
P038611	SCDOT	CON	Apr-19	RESURFACE HERITAGE ROAD (S-3), MACEDONIA ROAD (S-43) AND PINEHAVEN DRIVE (S-278), ELLIS HODGE ROAD (S-139)	1,201,145.64		1,201,145.64	1,201,145.64		1,201,145.64				CLOSED	Aug-23
P038611	SCDOT	PE, CE&I	Apr-19	RESURFACE HERITAGE ROAD (S-3), MACEDONIA ROAD (S-43) AND PINEHAVEN DRIVE (S-278), ELLIS HODGE ROAD (S-139)	100,105.82		100,105.82	100,105.82		100,105.82				CLOSED	Aug-23
P039857	JASPER CO	CON	May-20	PROFESSIONAL ENGINEERING SERVICES FOR US HIGHWAY 278 IMPROVEMENTS	28,400.00		28,400.00	28,400.00		28,400.00				CLOSED	Sep-23
P039598	SCDOT	CON	Feb-20	RESURFACE FLOYD ROAD S-243	1,989,241.96		1,989,241.96	2,099,769.97		2,099,769.97			(110,528.01)		
P039598	SCDOT	PE, CE&I	Feb-20	RESURFACE FLOYD ROAD S-243	132,616.13		132,616.13	132,616.13		132,616.13					
P040129	SCDOT	CON	Sep-20	RESURFACE W-153 MOORE ST	502,550.00		502,550.00	514,356.38		514,356.38			(11,806.38)		
P040129	SCDOT	PE, CE&I	Sep-20	RESURFACE W-153 MOORE ST	33,503.33		33,503.33	33,503.33		33,503.33					
P040606	SCDOT	CON	Apr-21	RESURFACE W-160 STEP SCHOOL ROAD	60,696.36		60,696.36	51,568.25		51,568.25	9,138.11	9,138.11			
P040606	SCDOT	PE, CE&I	Apr-21	RESURFACE W-160 STEP SCHOOL ROAD	4,046.42		4,046.42	4,046.42		4,046.42					
P041118	SCDOT	CON	Nov-21	CONTRIBUTION TO STATE CONTRACT 566310 P041499 RESURFACING 2 MILES OF SC-462 LOW COUNTRY DRIVE	605,197.38		605,197.38	605,197.38		605,197.38					
P041809	SCDOT	CON	Jun-22	RESURFACING OF S-75 LANGORFORDVILLE ROAD, SC-462 AND S-425	2,560,000.00		2,560,000.00				2,560,000.00	2,560,000.00			
P041809	SCDOT	PE, CE&I	Jun-22	RESURFACING OF S-75 LANGORFORDVILLE ROAD, SC-462 AND S-425	2,000.00		2,000.00				2,000.00	2,000.00			
PAGE TOTAL					7,237,603.04		7,237,603.04	4,786,799.32		4,786,799.32	2,571,138.11	2,571,138.11	(122,334.39)		
TOTAL STATE PROJECTS WITH RECURRING FUNDS					7,237,603.04		7,237,603.04	4,786,799.32		4,786,799.32	2,571,138.11	2,571,138.11	(122,334.39)		

JASPER CTC - MONTHLY C-FUND STATEMENT - OCTOBER 2023 - RECURRING FUNDS
LOCAL ROAD PROJECTS [NOT ON THE STATE HIGHWAY SYSTEM]

PROJECT ID	RESPONSIBLE AGENCY	PROJECT PHASE	INITIAL PROGRAM DATE	PROJECT DESCRIPTION	OCTOBER 1 BUDGET	MONTHLY BUDGET CHANGES	OCTOBER 31 BUDGET	OCTOBER 1 TOTAL EXPENDITURES	MONTHLY EXPENDITURES	OCTOBER 31 TOTAL EXPENDITURES	OCTOBER 1 REMAINING BUDGET	OCTOBER 31 REMAINING BUDGET	OCTOBER 31 BUDGET OVERRUN	PROJECT STATUS
P038025	JASPER CO	CON	Aug-18	ROAD IMPROVEMENTS AT THE INTERSECTION OF MARSH COVE & SC-462 AND THE ENTRANCE RD LEADING TO THE FIRE STATION	546,275.44		546,275.44				546,275.44	546,275.44		
P039952	JASPER CO	CON	Jun-20	ENGINEERING SERVICES FOR DRAINAGE ISSUES IN THE SOUTH HARDEEVILLE AREA (10685 SPEEDWAY BLVD)	19,800.00		19,800.00				19,800.00	19,800.00		
P040786	CITY OF HARDEEVILLE	CON	Jun-21	RECONSTRUCTION AND IMPROVEMENT OF BROOKS WILLIS DRIVE	350,000.00		350,000.00	350,000.00		350,000.00				
P041764	JASPER CO	CON	May-22	911 ROAD SIGNS REQUESTED BY JASPER COUNTY EMERGENCY SERVICES	10,000.00		10,000.00				10,000.00	10,000.00		Aug-23
PAGE TOTAL					926,075.44		926,075.44	350,000.00		350,000.00	576,075.44	576,075.44		
TOTAL LOCAL PROJECTS WITH RECURRING FUNDS					926,075.44		926,075.44	350,000.00		350,000.00	576,075.44	576,075.44		

Jasper CTC - Monthly C-Fund Statement - Proviso 118.19 Funds Summary October 31, 2023

These funds are sourced from the \$200 million earmark provided to the CTCs in SFY 2022-23.

GAS TAX FUNDS

OCTOBER 1, 2023 - CASH BALANCE: \$ 3,096,789.86

FUNDS RECEIVED IN OCTOBER 2023

Distribution during October 2023	\$ -
Interest Received for October 2023	\$ 7,822.66
Adjustments	\$ -

TOTAL FUNDS RECEIVED IN OCTOBER 2023 \$ 7,822.66

WITHDRAWALS IN OCTOBER 2023

State Project Expenditures	\$ -
Local Project Expenditures	\$ -

TOTAL WITHDRAWALS IN OCTOBER 2023 \$ -

OCTOBER 31, 2023 - CASH BALANCE: \$ 3,104,612.52

COMMITMENTS OF CASH BALANCE:

Remaining Budget on State Projects	\$ 3,070,000.00
Remaining Budget on Local Projects	\$ -

TOTAL FUNDS COMMITTED \$ 3,070,000.00

UNCOMMITTED BALANCE: \$ 34,612.52

Proviso 118.19 Funds Available to go to SCDOT Contract: \$ 34,612.52

Each CTC must spend 00% of its Proviso 118.19 Funds on the State Highway System (SHS).

Fiscal Year	CTC's Total Apportionment	Total State Expenditures	% Spent on SHS #DIV/0!
FY 2023 - 2024	-	-	-

This chart does NOT include the state requirement for the CTC's recurring gas tax funds.

JASPER CTC - MONTHLY C-FUND STATEMENT - OCTOBER 2023 - PROVISO 118.19 FUNDS

PROJECTS ON THE STATE HIGHWAY SYSTEM

PROJECT ID	RESPONSIBLE AGENCY	PROJECT PHASE	INITIAL PROGRAM DATE	PROJECT DESCRIPTION	OCTOBER 1 BUDGET	MONTHLY BUDGET CHANGES	OCTOBER 31 BUDGET	OCTOBER 1 TOTAL EXPENDITURES	MONTHLY EXPENDITURES	OCTOBER 31 TOTAL EXPENDITURES	OCTOBER 1 REMAINING BUDGET	OCTOBER 31 REMAINING BUDGET	OCTOBER 31 BUDGET OVERRUN	PROJECT STATUS
PO41809	SCDOT	CON	Jun-22	RESURFACING OF S-75 LANE (ORF-ROVILLE ROAD, SC-462 AND S-425)	3,070,000.00		3,070,000.00				3,070,000.00	3,070,000.00		
PAGE TOTAL					3,070,000.00		3,070,000.00				3,070,000.00	3,070,000.00		
TOTAL STATE PROJECTS WITH PROVISO 118.19 FUNDS					3,070,000.00		3,070,000.00				3,070,000.00	3,070,000.00		

Jasper CTC - Monthly C-Fund Statement - Proviso 118.18 Funds Summary October 31, 2023

These funds are sourced from the \$50 million earmark provided to the CTC in SFY 2021-22.

GAS TAX FUNDS

OCTOBER 1, 2023 - CASH BALANCE:	\$ -
FUNDS RECEIVED IN OCTOBER 2023	
Distribution during October 2023	\$ -
Interest Received for October 2023	\$ -
Adjustments	\$ -

TOTAL FUNDS RECEIVED IN OCTOBER 2023 \$ -

WITHDRAWALS IN OCTOBER 2023

State Project Expenditures	\$ -
Local Project Expenditures	\$ -

TOTAL WITHDRAWALS IN OCTOBER 2023 \$ -

OCTOBER 31, 2023 - CASH BALANCE: \$ -

COMMITMENTS OF CASH BALANCE:

Remaining Budget on State Projects	\$ -
Remaining Budget on Local Projects	\$ -

TOTAL FUNDS COMMITTED \$ -

UNCOMMITTED BALANCE: \$ -

JASPER CTC - MONTHLY C-FUND STATEMENT - OCTOBER 2023 - PROVISIO 118.18 FUNDS

PROJECTS ON THE STATE HIGHWAY SYSTEM

PROJECT ID	RESPONSIBLE AGENCY	PROJECT PHASE	INITIAL PROGRAM DATE	PROJECT DESCRIPTION	OCTOBER 1 BUDGET	MONTHLY BUDGET CHANGES	OCTOBER 31 BUDGET	OCTOBER 1 TOTAL EXPENDITURES	MONTHLY EXPENDITURES	OCTOBER 31 TOTAL EXPENDITURES	OCTOBER 1 REMAINING BUDGET	OCTOBER 31 REMAINING BUDGET	OCTOBER 31 BUDGET OVERRUN	PROJECT STATUS
P041138	SCDOT	CON	Nov-21	CONTRIBUTION TO STATE CONTRACT 5663110 P041199 RESURFACING 2 MILES OF SC-462 LOW COUNTY DRIVE	609,802.62		609,802.62	609,802.62		609,802.62				
PAGE TOTAL					609,802.62		609,802.62	609,802.62		609,802.62				
TOTAL STATE PROJECTS WITH PROVISIO 118.18 FUNDS					609,802.62		609,802.62	609,802.62		609,802.62				



Beaufort County | City of Beaufort | Town of Bluffton
City of Hardeeville | Town of Hilton Head Island
Jasper County | Town of Port Royal
Town of Ridgeland | Town of Yemassee

RESULTS OF POLL FOR 2024 AGENDA ITEMS (7 respondents)

HIGH PRIORITY

- Update from utilizes on capacity and priorities.
- Stormwater Ordinance updates.
- County Penny Tax: what is on the ballot and priorities for funding.
- Housing Trust Fund updates.
- Funding requests from the state.
- Update on Green Penny Program.
- Economic Development – Bluffton Ordinance, etc.

MEDIUM PRIORITY

- Trash and recycling for the region.
- Continued discussion of transportation. Need to define.
- Connectivity projects-trails, sidewalks, Parks & Rec, etc.
- Resiliency and natural disasters.
- Continued Zoning Committee work and updates.
- Health Care needs: Reports from CEO's.
- Work force needs and training, including military retention.

LOWEST PRIORITY

- Education updates from the Superintendents.
- Tourism now and the future.
- Safety and security – PD and FD needs.
- Recruitment of commercial growth.

OTHERS ADDED

- County update – 30-year needs.
- Homelessness and urban camping ordinances.
- Regional detention center. Regional dispatch/communications center.
- Projects of regional significance.

AGENDA
CONSENT
ITEM NUMBERS
21-26

Consent Agenda Item # 21



Jasper County Clerk to Council

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

Wanda Simmons
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	12.04.2023
Project:	Planning and Appeals Commission Reappointments
Request:	To re-appoint 3 current Planning Commission Members
Reappointment For:	Seats # 04-PC, 05-PC and 06-PC
Recommendation:	Approval of the Re-appointment of 3 Current Members

Description:

We have three seats up for re-appointment on the Planning and Appeals Commission.

Re-appointment Members:

<i>Dr. Earl Bostick</i>	<i>Seat # 04-PC</i>
<i>Mr. Alex Pinckney</i>	<i>Seat # 05-PC</i>
<i>Ms. Deborah Butler</i>	<i>Seat # 06-PC</i>

Recommendation: Staff requests that since these current members have served with such dedication and diligence to this Commission that they be reappointed to their current seats for another four year term beginning on 01.01.2024 and end on 12.31.2027.

Dr. Earl Bostick	Seat # 04-PC	term end date 12.31.2027
Mr. Alex Pinckney	Seat # 05-PC	term end date 12.31.2027
Ms. Deborah Butler	Seat # 06-PC	term end date 12.31.2027

Consent Agenda Item # 22

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

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

Consent Agenda Item # 23



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
kburgessr@jaspercountysc.gov

Jasper County Council Quotation Presentation Church Road Drainage Improvements Project

Meeting Date:	December 4, 2023
Subject:	Presentation of quotation for the Church Road Drainage Improvements project
Recommendation:	The county council accepts the bid from APAC-Atlantic, Inc. in the amount of \$2,591,294.00. Award of the contract is contingent upon approval by the SC Department of Commerce and SC Rural Infrastructure Authority. The Council also authorizes the County Administrator to sign all documents necessary to complete the project after all required approvals have been received.

Description: Jasper County advertised for sealed bids for the Church Road Drainage Improvements project on four (4) different occasions beginning in 2021. The most recent invitation to bid was issued on November 7, 2023, with a due date of November 27, 2023. One (1) bid was received from APAC-Atlantic, Inc. and “no bids” were received from Sandhill ALS Construction, Inc. and Eastern Excavating, Co. The project is funded with grants from the SC Department of Commerce, the SC Rural Infrastructure Authority, and Jasper County. Both grant providers must approve the contract between the County and the vendor before the contract is awarded. Therefore, the staff is seeking the Council’s acceptance of the bid to move the project forward.

Recommendation: The county council accepts the bid from APAC-Atlantic, Inc. in the amount of \$2,591,294.00. Award of the contract is contingent upon approval by the SC Department of Commerce and SC Rural Infrastructure Authority. The Council also authorizes the County Administrator to sign all documents necessary to complete the project after all required approvals have been received.

Attachments:

APAC-Atlantic, Inc. bid
Bid Tab Sheet
Invitation to Bid Advertisement
Invitation to Bid

ORIGINAL

DOCUMENT 00 41 43

**BID FORM
RE-BID**

PROJECT IDENTIFICATION: Jasper County Church Road
Drainage Improvements

**CONTRACT IDENTIFICATION
AND NUMBER:** CDBG Project No. 4-CI-20-010/
SCIIP #A-23-C104

THIS BID IS SUBMITTED TO: Jasper County Council

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening, or for such longer period of time BIDDER may agree to in writing upon request of OWNER.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Plans and Specifications for the work and contractual documents relative thereto, and has read all Technical Provisions, Supplementary Conditions, and General Conditions, furnished prior to the opening of Bids and can fulfill the requirements of the work to be performed.
 - b. BIDDER further acknowledges hereby receipt of the following Addenda:

ADDENDUM NO.	DATE
1	9-13-2023
2	9-26-2023
3	10-16-2023

- c. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions possibly affecting cost, progress, performance and furnishing of the Work;
 - d. BIDDER is familiar with and is satisfied to all federal, state, and local Laws and Regulations possibly affecting cost, progress, performance and furnishing of the

Work.

- e. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structure at or contiguous to the site (except underground Facilities) have been identified in the Supplementary Conditions. BIDDER acknowledges such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Bidding Documents.
 - f. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site relating to Work for which this Bid is submitted as indicated in the Bidding Documents.
 - g. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - h. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies BIDDER has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - i. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

JASPER COUNTY COUNCIL - CHURCH ROAD DRAINAGE IMPROVEMENTS

DEMOLITION						
Item	SCDOT Spec. No.	Description	QTY	Units	Unit Price	Total
1	4013990	Mill Existing Asphalt Pavement - Variable	1,743	SY	9.00	\$ 15,687.00
2	2025000	Remove & Dispose of Existing Asphalt Pavement & Base	2,841	SY	29.00	\$ 82,389.00
3	2023000	Remove & Dispose of Existing Driveway	443	SY	24.00	\$ 10,632.00
4	2023000	Remove & Dispose of Existing Sidewalk/Walkway	526	SY	14.00	\$ 7,364.00
5	SP-1	Remove & Dispose of Existing RCP (Size Unknown)	20	LF	30.00	\$ 600.00
6	SP-1	Remove & Dispose of Existing 15" RCP	142	LF	30.00	\$ 4,260.00
7	SP-1	Remove & Dispose of Existing 18" RCP	88	LF	30.00	\$ 2,640.00
8	SP-1	Remove & Dispose of Existing 54" RCP	7	LF	387.00	\$ 2,709.00
9	SP-1	Remove & Dispose of Existing 4" HDPE	6	LF	30.00	\$ 180.00
10	2021005	Remove & Dispose of Existing Curb Inlet Top	3	EA	510.00	\$ 1,530.00
11	SP-2	Remove & Dispose Existing Rip Rap	10	SY	77.00	\$ 770.00
12	SP-3	Remove & Dispose/Abandon Existing 2" Water Line	12	LF	24.00	\$ 288.00
13	SP-3	Remove & Dispose/Abandon Existing 6" Water Line	1224	LF	24.00	\$ 29,376.00
14	SP-4	Remove & Dispose of Existing Water Structure	5	EA	1,935.00	\$ 9,675.00
15	SP-5	Remove & Dispose of Existing Hydrant Assembly	1	EA	1,935.00	\$ 1,935.00
16	SP-3	Remove & Dispose/Abandon Existing Water Lateral	146	LF	24.00	\$ 3,504.00
17	SP-6	Remove & Dispose Existing Water Meter	4	EA	968.00	\$ 3,872.00
Sub-Total, DEMOLITION						\$ 177,411.00
PAVING, GRADING AND EARTHWORK						
Item	Spec. No.	Description	Quantity	Units	Unit Price	Total
1	7203210	Concrete Curb and Gutter (2'-0") - Vertical	2,464	LF	45.00	\$ 110,880.00
2	7204100	Concrete Sidewalk (4" Uniform)	539	SY	84.00	\$ 45,276.00
4	7205000	Concrete Driveway (6" Uniform)	270	SY	114.00	\$ 30,780.00
5	7204900	Detectable Warning	60	SF	97.00	\$ 5,820.00
6	SP-7	Material in Kind Driveway	176	SY	84.00	\$ 14,784.00
7	4030320	H/M Asphalt Surface Course - Type B	344	TON	174.00	\$ 59,856.00
8	4020320	H/M Asphalt Intermediate Course - Type B	516	TON	183.00	\$ 94,428.00
9	3100310	H/M Asphalt Base Course - Type B	174	TON	278.00	\$ 48,372.00

PAVING, GRADING AND EARTHWORK Continued						
10	4100205	Micro Surface Leveling	70	TON	370.00	25,900.00
12	2103000	Flowable Fill	676	CY	373.00	\$ 252,148.00
13	4012120	Full Depth Asphalt Patch	100	SY	185.00	\$ 18,500.00
14	2031000	Unclassified Excavation	128	CY	413.00	\$ 52,864.00
15	2033000	Borrow Excavation	508	CY	80.00	\$ 40,640.00
16	6301100	Permanent Yellow Pavement Marker - Bi-Dir 4"x4"	16	EA	84.00	\$ 1,344.00
17	6271074	4" Yellow Solid Lines - Thermo. 90 Mil	2,504	LF	4.50	\$ 11,268.00
18	6271045	R.R. Cross Symbols - Perm. Pvmt. Marking	1	EA	2,300.00	\$ 2,300.00
Sub-Total, PAVING, GRADING AND EARTHWORK						\$815,160.00
STORM DRAINAGE						
Item	Spec. No.	Description	QTY	Units	Unit Price	Total
1	7191605	Catch Basin - Type 16	8	1	15,600.00	\$ 124,800.00
2	7191650	Catch Basin - Type 18	2	2	16,100.00	\$ 32,200.00
3	7192010	Drop Inlet (24" X 24")	13	3	9,300.00	\$ 120,900.00
4	7198520	Drop Inlet (24" X 24") - Reuse Existing Box	3	4	4,510.00	\$ 13,530.00
5	7141113	18" RC Pipe Cul.-Class III	94	5	277.00	\$ 26,038.00
6	7141114	24" RC Pipe Cul.-Class III	196	6	360.00	\$ 70,560.00
7	7141116	36" RC Pipe Cul.-Class III	91	7	510.00	\$ 46,410.00
8	7141794	15" Corr. P.E. Pipe Culvert (Type S)	183	8	166.00	\$ 30,378.00
9	7141796	18" Corr. P.E. Pipe Culvert (Type S)	88	9	181.00	\$ 15,928.00
10	7141798	24" Corr. P.E. Pipe Culvert (Type S)	88	10	239.00	\$ 21,032.00
11	714179A	30" Corr. P.E. Pipe Culvert (Type S)	643	11	310.00	\$ 199,330.00
12	2103000	Plug Pipe with Flowable Fill	15	12	900.00	\$ 13,500.00
13	SP-8	Connect Existing Pipe to Proposed Structure	3	13	4,400.00	\$ 13,200.00
14	7149999	Clean Existing Pipe	416	14	30.00	\$ 12,480.00
Sub-Total, STORM DRAINAGE						\$ 740,286.00
WATER & SEWER						
Item	Spec. No.	Description	QTY	Units	Unit Price	Total
1	SP-9	House Service Connections	6	EA	4,800.00	\$ 28,800.00
2	SP-10	1" Polyethylene Water Service Lateral	318	LF	31.00	\$ 9,858.00
3	SP-10	4" PVC Water Line	43	LF	80.00	\$ 3,440.00
4	SP-10	4" Ductile Iron Water Line	18	LF	289.00	\$ 5,202.00
5	SP-10	6" PVC Water Line	299	LF	97.00	\$ 29,003.00
6	sp-10	6" Ductile Iron Water Line	36	LF	166.00	\$ 5,976.00
7	SP-11	12"x6" Tapping Saddle and Valve in Box	1	LF	14,261.00	\$ 14,261.00
8	SP-12	6" Gate Valve in Box	3	EA	3,917.00	\$ 11,751.00
9	SP-12	4" Gate Valve in Box	1	EA	3,225.00	\$ 3,225.00
10	SP-12	2" Gate Valve in Box	1	EA	2,825.00	\$ 2,825.00

WATER & SEWER Continued						
11	SP-13	Fire Hydrant Assembly	1	EA	14,505.00	\$ 14,505.00
12	SP-14	Adjust Existing Frame to Grade	3	EA	1,975.00	5,925.00
13	SP-15	Fittings	652	LBS	79.00	\$ 51,508.00
Sub-Total, WATER & SEWER						\$ 186,279.00
EROSION CONTROL						
Item	Spec. No.	Description	QTY	Units	Unit Price	Total
1	8103000	Temporary Seeding	5	MSY	323.00	\$ 1,615.00
2	8101000	Permanent Seeding	5	MSY	1,600.00	\$ 8,000.00
3	8156219	Inlet Structure Filter (Type A)	340	LF	9.70	\$ 3,298.00
4	8152004	Inlet Structure Filter - Type F (weighted)	56	LF	16.00	\$ 896.00
5	7204000	Concrete Washout	1	EA	1,408.00	\$ 1,408.00
6	8153000	Silt Fence	814	LF	5.00	\$ 4,070.00
7	SP-16	Dust Control	1	LS	6,900.00	\$ 6,900.00
Sub-Total, EROSION CONTROL						\$ 26,187.00
MISCELLANEOUS						
Item	Spec. No.	Description	QTY	Units	Unit Price	Total
1	1031000	Mobilization	JOB	LS	395,200.00	\$ 395,200.00
2	1071000	Traffic Control	JOB	LS	183,200.00	\$ 183,200.00
3	1050800	Surveying (Staking and As-builts)	JOB	LS	49,000.00	\$ 49,000.00
4	8114010	Tree Protection Fencing	153	LF	3.00	\$ 459.00
5	2030011	Remove & Reinstall Mailbox	4	EA	216.00	864.00
6	SP-17	Remove & Reinstall Existing Sign	14	EA	1,232.00	17,248.00
Sub-Total, MISCELLANEOUS						\$ 645,971.00
Total Cost						\$ 2,591,294.00

TOTAL BID FOR ALL ESTIMATED PRICES:

Two million five hundred ninety one thousand two hundred ninety four and 00/100

(Use words)

(\$ 2,591,294.00)

(Figures)

Unit Prices have been computed in accordance with paragraph 11.03.C of the General Conditions.

BIDDER acknowledges estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities determined as provided, determined as provided in the Contract Documents.

5. BIDDER agrees the Work will be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the

paragraph 14.07 of the General Conditions within 150 calendar days after the date when the Contract Times commence to run.

6. BIDDER accepts provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within times specified in the Agreement.
7. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security in the form of five percent of the Bid Total Price.
 - b. A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
 - c. Required BIDDER's Qualification Statement with supporting data.
8. The undersigned further agrees in case of failure on his/her part to execute the said contract and the Bond within 15 consecutive calendar days after written notice being given of the award of the contract, the check or bid bond accompanying this bid, and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure, otherwise, the check or bid bond accompanying this proposal shall be returned to the undersigned.
9. Communications concerning this Bid shall be addressed to:

Thomas & Hutton
50 Park of Commerce Way
Savannah, GA 31405

Attn: Kevin M. Smith, PE
smith.k@tandh.com

SUBMITTED on November 27, 2023.

APAC-Atlantic, Inc.

CONTRACTOR'S NAME

ADDRESS:

47 Telfair Place

Savannah GA, 31415

BY: 

William Evans, Sr. Estimator

State Contractor License No. CLG12050

State Bidder License No. 1AP028 - SCDOT

State Utility Contractor License No. UC302493

**SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT
CONTRACTOR CERTIFICATION**

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, APAC-Atlantic, Inc. ("Contractor") hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with Jasper County ("Owner").

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

1. Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification the employment authorization of all new employees.

Contractor agrees to provide to Owner any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the Contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide Owner with any documentation required to establish that the Contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: November 27, 2023

By: 

Title: William Evans, Sr. Estimator


10/16

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Grant Number: 4-CI-20-010 Name of Participant: APAC-Atlantic, Inc.
Address of Participant: 47 Talfair Place, Savannah GA 31415
William Evans, Sr Estimator  November 27, 2023
Name and Title of Authorized Representative Signature Date

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DOCUMENT 00 43 13

BID SECURITY FORM

BIDDER (Name and Address):

APAC - Atlantic, Inc.
47 Telfair Place, Savannah, GA 31415

SURETY (Name and Address of Principal Place of Business):

Federal Insurance Company
202B Hall's Mill Road, Whitehouse Station, NJ 08889

OWNER (Name and Address):

Jasper County Council
358 Third Avenue
Ridgeland, SC 29936

BID

BID DUE DATE: November 27, 2023

PROJECT: CHURCH ROAD DRAINAGE IMPROVEMENTS - JASPER COUNTY, SOUTH CAROLINA

BOND

BOND NUMBER: 69453-CHU-23-314 DATE: November 15, 2023
(Not later than Bid Due Date)

PENAL SUM: Five Percent of Amount Bid-
(5% of Bid Sum)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

APAC - Atlantic, Inc. (Seal)
Bidder's Name and Corporate Seal

Federal Insurance Company (Seal)
Surety's Name and Corporate Seal

By: *William L. Lane Sr. Estimator*
Signature and Title

By: *Kimberly Leonard*
Signature and Title Kimberly Leonard, Attorney-in-Fact
(Attach Power of Attorney)

Attest: *Ralph Hamilton*
Signature and Title Ralph Hamilton, Est. Manager

Attest: *Rita Alfano*
Signature and Title Rita Alfano, Witness

- Note: (1) Above addresses are to be used for giving required notice.
- (2) Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Document, or
 - 3.2 All bids are rejected by Owner, or
 - 3.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof.)
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Kimberly Leonard

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of March, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 10th day of March, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice Presidents, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2319886
Commission Expires July 18, 2024

Kimberly Leonard
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this November 15, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3636 e-mail: surety@chubb.com

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis
 December 31, 2022
 (In thousands)



ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ 123,147	Outstanding Losses and Loss Expenses	\$ 8,263,034
United States Government, State and Municipal Bonds	3,769,695	Reinsurance Payable on Losses and Expenses	1,723,788
Other Bonds	5,994,508	Unearned Premiums	2,632,590
Stocks	246,498	Ceded Reinsurance Premiums Payable	380,182
Other Invested Assets	<u>1,079,184</u>	Other Liabilities	<u>471,528</u>
TOTAL INVESTMENTS	<u>12,082,042</u>	TOTAL LIABILITIES	<u>14,471,130</u>
Investments in Affiliates		Capital Stock	20,990
Great Northern Ins. Co.	422,405	Paid-In Surplus	2,711,474
Vigilant Ins. Co.	361,723	Unassigned Funds	<u>1,545,403</u>
Chubb Indemnity Ins. Co.	185,044	SURPLUS TO POLICYHOLDERS	<u>4,277,857</u>
Chubb National Ins. Co.	184,379		
Other Affiliates	124,046		
Premiums Receivable	1,659,933		
Other Assets	<u>3,519,415</u>		
TOTAL ADMITTED ASSETS	<u>\$ 18,748,987</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 18,748,987</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2022, investments with a carrying value of \$512,747,832 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2022.

Sworn before me this March 16, 2023


 Senior Vice President

 Notary Public

September 19, 2023
 My commission expires

Commonwealth of Pennsylvania - Notary Seal
 Jaime L. Yates, Notary Public
 Philadelphia County
 My commission expires September 19, 2023
 Commission number 1367070
 Member, Pennsylvania Association of Notaries

*** THIS LICENSE EXPIRES ON 10/31/2024 ***

VERIFY the QUALIFYING PARTY ("Qualifier") name(s) on this license is accurate. If a Qualifier ceases to serve this license, you must notify the board in writing (mail or email) within 15 BUSINESS DAYS for your license to remain Active. Failure to notify the board of a qualifier loss will result in immediate license cancellation and disciplinary action.

CCB 1086687

LICENSE#: CLG.12050

South Carolina Department of Labor, Licensing and Regulation

Contractor's Licensing Board

GENERAL CONTRACTOR

APAC-ATLANTIC INC

47 TELFAIR PLACE

SAVANNAH GA 31415

licensed to practice in the 3-letter Classification(s) and Group listed below:
Building-BDS, Water & Sewer Lines-WLS, Water & Sewer Plants-WPS,
Highway-HYS, Asphalt Paving-APS, Concrete Paving-CP5, Bridges-
BR5, Grading-GDS, Highway Incidental-HIS

LICENSE EXPIRATION DATE: 10/31/2024

(If this license has "Limited Building-LB", work limited to 3 stories in height)

*** It is at the discretion of this licensee to designate any employee or with company to pull permits and conduct business in their behalf.***

CCB 1086687

GENERAL CONTRACTOR

LICENSE#: CLG.12050

APAC-ATLANTIC INC

Initial Issue Date: 01/01/1992 Expiration Date: 10/31/2024

Qualifier(s): DAVID EVERETTE HUDSON, WILLIAM EDWARD CREASY

License Group Limitations - \$ Amount Per Job (Permit Fee "A" BD "2"):

Group #1 - \$100,000 Group #2 - \$400,000 Group #3 - \$1,000,000

Group #4 - \$3,000,000 Group #5 - \$Unlimited

Molly J. Drin
Administrator

DO NOT PEEL CARD FROM A CORNER

To remove card from backing

- Bend form back from the outside edge
- Pull card off backing

CCB 1086687

SOUTH CAROLINA DEPARTMENT OF LABOR, LICENSING AND REGULATION
CONTRACTOR'S LICENSING BOARD

LICENSE#: CLG.12050 LICENSE#: CLG.12050

APAC-ATLANTIC INC
47 TELFAIR PLACE
SAVANNAH GA 31415

Has been qualified by the laws of the State of South Carolina and is duly entitled to practice as a
GENERAL CONTRACTOR
for each Classification and Group Limitation listed below:

Building-BDS, Water & Sewer Lines-WLS, Water & Sewer Plants-WPS, Highway-HYS, Asphalt Paving-
APS, Concrete Paving-CP5, Bridges-BR5, Grading-GDS, Highway Incidental-HIS

LICENSE NUMBER:.....CLG.12050
Initial License Date:.....01/01/1992
EXPIRATION DATE:.....10/31/2024

Molly J. Drin
Administrator

Group Limitation Amounts Per Job (Permit Fee "A" BD "2"):	
Group #1 - \$100,000	Group #3 - \$1,000,000
Group #2 - \$400,000	Group #4 - \$3,000,000
Group #5 - \$Unlimited	

Qualifying Party(s): DAVID EVERETTE HUDSON, WILLIAM EDWARD CREASY

*** It is at the discretion of this licensee to designate any employee of their company to pull permits and conduct business in their behalf.***

REMOVE SIDE EDGES FIRST THEN FOLD, CREASE AND TEAR THIS STUB ALONG PERFOR



Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Taxpayer Information

Points of Contact

Assurances

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

APAC-ATLANTIC INC Active Registration

Unique Entity ID CAGE/CNCAE
PUEJM71AMPN7 1GMB2

Expiration Date
Jul 27, 2024

Physical Address
4327 Rutledge Pike
Knoxville, Tennessee
37914-3238, United States

Mailing Address
P.O. Box 32926
Knoxville, Tennessee
37930-2636, United States

Purpose of Registration
All Awards

Version

Current Record

Entity Information

THIS MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Business and Professional License

Jasper County

2024

APAC ATLANTIC INC

Class 8.1 Construction

237910 Highway, Street, and Bridge Construction

CONSULTING

Restrictions:

Raety Kelly

Located at: 47 Telfair Pl, Savannah, GA 31415
Control #: II-4393

Issued: 06/05/2023

Expires:
04/30/2024

License is non-transferrable

Receipt of this license acknowledges Business will abide by all laws, codes and regulations of Jasper County and the State of South Carolina.

Questions? Call the License Dept at (843) 717-3657

APAC ATLANTIC INC
PO BOX 1224
SAVANNAH, GA 314020000



South Carolina Department of Transportation

Columbia, South Carolina

**SOUTH CAROLINA DEPARTMENT
OF
TRANSPORTATION**

PRIME CONTRACTOR

PREQUALIFICATION CERTIFICATE

This Certifies that your company has complied with the rules and regulations of the Department and the State of South Carolina, and subject to the rules and regulations for a prime contractor, is declared eligible to submit a bid and be awarded any construction contract issued by the Department, subject to obtaining proper bonds and insurance acceptable to the Department and complying with all other statutory and contract requirements.

ALL BIDS SUBMITTED TO THE DEPARTMENT MUST BE IN THE NAME AS SHOWN BELOW.

APAC-ATLANTIC INC.

Vendor ID: 1AP028

Issued : December 19, 2022

Expires: January 31, 2024

Approved By:

Maria A. Davis
Prequalification Coordinator

**ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
APAC-ATLANTIC, INC.**

The undersigned, being all of the members of the Board of Directors of APAC-Atlantic, Inc., a Delaware corporation (the "*Corporation*"), do hereby, pursuant to applicable Delaware statute, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective July 31, 2023, elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an "*Officer*" and collectively, the "*Officers*") in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Clarence O. Brickey	President
Darryl Fales	Senior Vice President/Assistant Secretary
Barnes Barton	Senior Vice President/Assistant Secretary
Zach Cowan	Senior Vice President/Chief Financial Officer/Secretary/Treasurer
Andy Rodabaugh	Vice President/ Assistant Secretary
Brennan C. Neill	Vice President/ Assistant Secretary
Darrel B. Mathis	Vice President/ Assistant Secretary
David Hudson	Vice President/ Assistant Secretary
Dawn A. Walker	Vice President/ Assistant Secretary
Eric W. Ogren	Vice President/ Assistant Secretary
Garry L. Martin	Vice President/ Assistant Secretary
Ralph Hamilton	Vice President/ Assistant Secretary
Jeff Ogle	Vice President/ Assistant Secretary
Jeffrey Andrews	Vice President/ Assistant Secretary
Jeffrey W. Saunders	Vice President/ Assistant Secretary
Jennifer Leibensperger	Vice President/ Assistant Secretary
Kevin Norrod	Vice President/ Assistant Secretary
Kimberly Sitton	Vice President/ Assistant Secretary
Larry W. Cagle	Vice President/ Assistant Secretary
Leonard D. Conway	Vice President/ Assistant Secretary
Robert Brown	Vice President/ Assistant Secretary
Robert E. Hill	Vice President/ Assistant Secretary
Robert B. Honeycutt	Vice President/ Assistant Secretary
Thomas E. Johnson	Vice President/ Assistant Secretary
William E. Creasy	Vice President/ Assistant Secretary
Laura Neill	Vice President/Assistant Secretary

Leela Hattarki
Linda Price
Christopher Alo
David Stewart
Louis Guess
Michael Ell
Steven Umikis

Vice President/Assistant Secretary
Vice President/Assistant Secretary
Vice President/Assistant Secretary
Vice President/Assistant Secretary
Vice President/Assistant Secretary
Vice President/Assistant Secretary
Vice President/Assistant Secretary

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the following persons are hereby designated officers solely for the purpose of attesting signatures of other officers on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and similar such instruments as may be necessary from time to time:

David C. Lewis
David M. Toolan
Tim George
Michael F. Deaton
William P. Jones

Assistant Secretary
Assistant Secretary
Assistant Secretary
Assistant Secretary
Assistant Secretary

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective July 31, 2023, all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation, which persons shall be authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

George Crosby

William Evans

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

III. MISCELLANEOUS

RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign Services; and

FURTHER RESOLVED, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

DocuSigned by:
Zach Cowan
Zach Cowan

DocuSigned by:
Darryl Fales
Darryl Fales



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Insurance Co. National Insurance East 2000 Westwood Dr. Wausau, WI 54401	CONTACT NAME: Valerie Reece
	PHONE (Inc. No. Ext): 513-867-3822 FAX (AG. No.):
www.LibertyMutual.com	E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com
INSURED APAC-Atlantic, Inc. 47 Telfair Place Savannah GA 31415	INSURER(S) AFFORDING COVERAGE
	INSURER A: Liberty Mutual Fire Insurance Company MAIC# 23035
	INSURER B: Liberty Insurance Corporation 42404
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 69693385 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

USER LTR	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		TB2-C81-004095-113 XCU Coverage included	9/1/2023	9/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-C81-004095-123 AS2-C81-054502-523 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WA7-C8D-004095-023 All except OH, ND, WA, WY	9/1/2023	9/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B		N/A	WC7-C81-004095-012 WI, MN	9/1/2023	9/1/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*****PROOF OF COVERAGES*****

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Valerie Reece

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ACORD 25 (2016/03)

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**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
APAC Adaptive Inc

2 Business name/deregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on the 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals, see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 32626

6 City, state, and ZIP code
Knoxville TN 37930

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] [] - [] [] []

OR
Employer identification number
58-1401474

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **1/4/23**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**Church Road Drainage Improvements - Jasper County
APAC-Atlantic, Inc. Subcontractor List**

Subcontractor Name	Scope
Stay Alert Safety Services, LLC. 1741 Old Dunbar Road West Columbia, SC 29172	Signage
R & D Timber Co., Inc. 741 Winchester Rd Walterboro, SC 29488 US	Clearing
Phillips Paving Company 1330 Quacco Road Pooler, GA 31322	Flatwork and Striping
Coastal Grass & Landscaping, Inc. 202 W. Second Street Springfield, GA 31329	Erosion Control
Malphrus Utilities, LLC. 364 R&M Plantation Circle Ridgeland SC 29936	Storm, Water Systems
Infrastructure Consulting & Engineering, PLLC 26 John Galt Road Beaufort SC 29906	Testing



1741 Old Dunbar Rd
W Columbia, SC 29172
803.600.4522

November 16, 2023

Stay Alert Safety Services was founded by Jim and Melissa Babcock in 2001. Since the founding SA has become one of the largest traffic control companies in the SE. In Aug of 2023 SA was purchased and merged with AWP. AWP is the largest provider of traffic control in United States with sales north of one billion dollars yearly.

With this merger, it allows SA to continue to grow in NC, SC, GA, TN, and VA. Stay Alert has offices in Greenville SC, Columbia SC, Charlotte NC, Kernersville NC, and Raleigh NC.

SA is working on the following projects in SC:

**I-95 Blythe 3 separate jobs
I-26 Palmetto Corp
Phase 1 Archer United
Phase 2 Archer United
I-85 Blythe Zachry
I-85 Rogers Group
I-26 Reeves 2 separate jobs**

Stay Alert SC sets and maintains 25-30 traffic control operations daily.

**Jeff Foose
Vice President Ops SC/GA
Stay Alert Safety Services LLC
803.600.4522**





2035 Wolfe Creek Rd
Walterboro, SC 29488
843-258-5273

R & D Timber was incorporated in 1998 and is a family owned and operated business based out of Walterboro, South Carolina, servicing both South Carolina and Georgia, and is GDOT Registered.

We specialize in Land Clearing, Forestry Mulching, Bush Hogging, Lawn Maintenance, Driveway Construction, and much more. The team at R&D Timber has extensive experience with all types of timber harvesting operations from thinning trees to log cutting and processing as well as road building projects. We pride ourselves on our workmanship and following through with the finer details.

Some of our Recent Projects!

- We completed a 50x50 clean up at the base of over 20 billboards for Adam's Outdoors in Walterboro and Yemassee. We used both of our CAT 309 excavators and groundsmen to complete this job. The job took 2 weeks to complete.
- We completed a clean out of logging deck for SC DNR utilizing a bull dozen and CAT 309. This job was awarded by the SCDOT.
- We have completed multiple projects with the Town of Hilton Head, but recently we installed and completed a drainage swell at Foley Field.
- Currently we are working on a job for a private landowner to clear 50+ acres with our TigerCat 726 mulcher. Once the land is cleared the owner plans to plant pine trees.
- We have a contract with The Greenery Inc., that requires monthly bush hogging of 55 acres at the Town of Hilton Head Island Park. We utilized our tractor with a bush hog attachment and groundsmen to complete this job monthly.

PHILLIPS AVING CO.

Office-
1330 Quacco Road
Pooler, Georgia 31322
(912) 925-4079
Plant-
100 Sea Point Blvd
Savannah, Georgia 31404
(912) 659-8209

11/20/2023

Phillips Paving Co was established in 1970 as a concrete paving company. Over the years, we have expanded our services to include asphalt paving, concrete ready mix, seal coating, striping and hauling.

We are Savannah's and the surrounding area's preferred concrete and asphalt paving company. We are a rapidly growing company that is GDOT and SCDOT certified.

Some recent projects that we have done are

- Asphalt paving, concrete and striping for the Northgate Warehouses in Port Wentworth
- Concrete paving for the Hilton Head Island Airport
- Asphalt paving, concrete and striping for the Savannah Convention Center
- Asphalt paving, concrete and striping for Seaport Industrial in Ellabell
- Asphalt paving and striping for Chickfila in Pooler
- Various concrete work for Sea Pines on Hilton Head Island
- Asphalt paving, concrete and striping for Benedictine Military School in Savannah
- Asphalt paving, concrete and striping for Gulfstream Service Center in Pooler
- Concrete paving for Lift Station 23 in Savannah
- Concrete and striping for Woodfield Landing in Savannah



CORPORATE STATEMENT OF EXPERIENCE

In operation since 1991, Coastal Grass and Landscaping, Inc. has over 30 years of experience throughout Georgia, South Carolina, and surrounding areas. We specialize in grassing, hydroseeding, sod installation, erosion control, silt fence, wetland restoration, irrigation, and landscape installation. We work alongside public and private corporations, treating all projects with the greatest attention to detail and commitment in the industry.

PROJECTS

RECENTLY COMPLETED: IN VACINITY

- | | |
|--|--------------------------|
| • Jimmy Deloach Turn Lane Extension | Grassing/Erosion Control |
| • Benton Boulevard Turn Lane Extension | Grassing/Erosion Control |
| • Morgan's Lake Industrial Boulevard | Grassing/Landscaping |
| • Wildcat Dam Road | Grassing |
| • Floor & Décor Distribution Center | Grassing |

RECENTLY COMPLETED: ROAD PROJECTS

- GDOT Belfast Keller Interchange, Bryan County
- Benton Boulevard Extension Project, Chatham County
- GDOT Hwy 67 (widening project), Bulloch County

CURRENT PROJECTS: SIMILAR

- Quacco Road Intersection Improvements
- Blue Jay Road & McCall Road Realignment



49 Hazzard Creek Drive, West
Ridgeland, SC 29936
Phone: (843) 247-4431
www.malphrusutilities.com

November 16, 2023

Re: Company Bio

To whom it may concern:

Malphrus Utilities, LLC was established in March of 2004, and has on average forty five employee's on staff. Storm drainage, sanitary sewer, & water distribution systems are the primary services of the Company. We also have one crew that does jack & bores. Recent projects that we are working on or have recently completed are as follows:

TOWN OF HILTON HEAD STORM WATER MAINTENANCE & REPAIR SERVICE –
Annual contract for storm drain repair and improvements for the Town, which we have held since 2016.

SEA PINES CIP 2022 & 2023 – Removal & replacement of existing storm drainage systems in conjunction with roadway resurfacing.

BJWSA CIP HARDEEVILLE – Removal & replacement of existing water distribution systems within the Town of Hardeeville.

FRIPP ISLAND FRONT GATE STORM DRAIN IMPROVEMENT- Stormwater pump station installation, Force Main installation, Drainage collection system installation.







JASPER COUNTY SCHOOLS – HARDEEVILLE CAMPUS STORM DRAIN REPAIR –
Removal & replacement of failed storm drain pipes & basins.

Robert M. Malphrus III
Sole Member

For over 18 years, Infrastructure Consulting & Engineering, PLLC (ICE) has provided transportation consulting and design services. The firm is licensed to offer in-house services in roadway, structures, and drainage design, geotechnical engineering, aviation planning and design, surveying, utility coordination, permitting, environmental services, pavement engineering, pavement testing, intelligent transportation system, construction engineering and inspection services, design-build engineering, and value engineering for a multitude of government agencies. ICE is a 480-person firm with over 131 registered professional engineers, architects, and geologists. Our experienced team of professionals believes that our firm's attention to detail, personal and committed service to our clients, and perseverance for excellence are unrivaled. ICE currently provides innovative professional engineering services from our 21 locations.

The firm prides itself on timely project progress, quality work, and dedicated client services. The result of ICE has been recognized by the American Council of Engineering Companies of South Carolina (ACEC SC) for Engineering Excellence on several projects in the past few years. It has been recognized in the Engineering News-Record (ENR) as one of the Top 500 Design Firms nationwide, among the Top 120 Design Firms in the Southeast, and Top 100 CM-for-Fee Firms. ICE was ranked #1 in the Top Design Firms in South Carolina.

Office Locations:

-  **South Carolina**
Greenville, Ladson, West Columbia, Daniel Island, & Beaufort
-  **North Carolina**
Raleigh, New Bern, & Charlotte
-  **Georgia**
Norcross & Atlanta
-  **Florida**
Lynn Haven, Lake City, Orlando, & Tampa
-  **Louisiana**
Monroe, Pineville, & Baton Rouge
-  **Texas**
Austin & Houston

Recent Projects:



Mossy Oaks Drainage Project - City of Beaufort | The Mossy Oaks area is an approximately 800-acre watershed consisting of two separate basins that drain to Battery Creek. ICE provided preliminary and final drainage and roadway design, field surveys, utility coordination, permitting, and CE&I services to oversee and manage all facets of the project construction.



Lemoyne Avenue Rehabilitation - Hilton Head Island, SC | This project improved the roadway and drainage infrastructure. It improved the existing road with approximately 1200' of a multi-use path on one side of Lemoyne Avenue. ICE was responsible for preparing preliminary and final plans, drainage plans, signing and marking plans, permitting, and developing estimates of quantities and costs for the project.



Blazing Star Lane Rehabilitation - Hilton Head Island, SC | This project paved the existing road and improved the current storm drainage collection system. The new drainage structure consists of a buried pipe system from Squire Pope Road to the dead-end cul-de-sac, and discharge will go directly into the downstream wetlands. ICE was responsible for preparing preliminary and final plans, drainage plans, signing and marking plans, and cost estimating.



Wiley Road Rehabilitation - Hilton Head Island, SC | This project consisted of improving the previous asphalt road surface and the storm drainage collection and conveyance system design to accept stormwater runoff from adjacent properties located on a network of inlets or catch basins and convey it in a buried pipe system. ICE provided a storm drainage report, preliminary plans, typical road sections, horizontal/vertical alignments, traffic control plans, agency coordination, permitting, and cost estimates.



Rumphs Hill Creek Watershed Study - Dorchester County, SC | Dorchester County contracted ICE to evaluate the 12-square-mile Rumphs Hill Creek watershed for possible mitigation projects addressing widespread flooding. The watershed, comprising Rumphs Hill Creek and Negro Branch draining into Cypress Swamp, has faced flooding issues over the past two decades. A hydrodynamic model utilizing HEC-HMS and HEC-RAS simulated existing conditions. Identified problematic areas were then integrated into a proposed model to assess potential improvements. The project involved modeling rivers, bridges, culverts, scour-prone areas, and hydraulic structures.



Jasper County Bid Sheet

Church Road Drainage Project 11/27/2023
11:00 AM

Company Name	Address	Amount of Bid	Remarks/Total
APAC - Atlantic Inc.	47 Telfair Place Savannah GA 31415	\$2,591,294.00	
Sandhill HLS Construction Inc.	Larry Scott email - als865@ outlook.com	No bid	
Eastern Excavating Co.	P.O. Box 2385 Savannah GA 31402	No bid	

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number:

IPL0147303

Parent Order #:

IPL0146913

Order Status:

Submitted

Classification:

Legals & Public Notices

Package:

HHI - Legal Ads

Final Cost:

\$83.86

Payment Type:

Account Billed

User ID:

IPL0032292

PREVIEW FOR AD NUMBER IPL01473030

INVITATION TO BID

Jasper County is seeking sealed bids for the Church Road Area Drainage Improvement Project (Project No. CDBG #4-CI-20-010/SCIP #A-23-C104) until Monday, November 27, 2023 at 11:00 AM. Information may be found under "What's New", "Bids & Solicitations", on the County's website at www.jaspercountysc.gov.
W00000000
Publication Dates

[<< Click here to print a printer friendly version >>](#)

ACCOUNT INFORMATION

Jasper County Planning & Building Services IP

P.O. Box 1659

Ridgeland, SC 29936

843-717-3650

lwagner@jaspercountysc.gov

Jasper County Planning & Building Services

TRANSACTION REPORT

Date

November 7, 2023 1:06:27 PM EST

Amount:

\$83.86

SCHEDULE FOR AD NUMBER IPL01473030

November 9, 2023

The Island Packet (Hilton Head) Print

Kimberly Burgess

From: South Carolina Business Opportunities <noreply@mmo.sc.gov>
Sent: Tuesday, November 7, 2023 11:36 AM
To: Kimberly Burgess
Subject: SCBO Advertisement Submission

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

NOTICE:

Please note: The SCBO advertisement deadline is 12:00 noon each weekday. Ads submitted after that time may not appear in SCBO until the next business day. Please plan accordingly for office closures. Nov. 10 for Veterans' Day and Nov 23-24 for Thanksgiving. SCBO ads and registration requests will not be processed on these days.

Your SCBO advertisement (AD# 44548) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

Please note that ads submitted after 12:00 pm may not be reviewed/published until the next business day.

The information you submitted for the advertisement is included below:

Category: Construction

Advertisement Date: Tue, 11/07/2023 - 00:00

Project Name: REBID--CHURCH ROAD AREA DRAINAGE IMPROVEMENT PROJECT (Project # CDBG#4-CI-20-010/SCIIP#A-23-C104)

Project Number: IVTB 2024-6 (REBID)

Project Location: Hardeeville, SC

Description of Project/Services:

Jasper County is seeking sealed bids for the Church Road Area Drainage Improvement Project (Project No. CDBG#4-CI-20-010/SCIIP#A-23-C104) until Monday, November 27, 2023 at 11:00 AM. Information may be found under "What's New", "Bids & Solicitations", on the County's website at www.jaspercountysc.gov.

Bid/Submittal Due Date: Mon, 11/27/2023 - 11:00

Number of Bid/Submittal Copies: Three

Construction Cost Range:

Project Delivery Method: Other

Agency Project Coordinator: Kevin Smith

Email: smith.k@landh.com

Telephone: 912-721-4197

Project Details: <http://www.jaspercountysc.gov>

Ad Creation Date: Tue, 11/07/2023 - 11:36

DOCUMENT 00 11 16**INVITATION TO BID****Legal Notice**

1. Sealed proposals for Church Road Drainage Improvements (CDBG No. 4-CI-20-010/SCIIP#A-23-C104) owned by the Jasper County Council will be received by Kim Burgess at the Jasper County Government Building, located at 358 Third Avenue, Ridgeland, SC 29936 until **Monday, November 27 at 11:00 AM**, at which time they will be publicly opened at Jasper County Council chambers. The bid opening will be in-person only. Bids will remain subject to acceptance for 90 days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to expiration of the acceptance period.
2. The project consists of the following generally described work:

Improvements to the existing Church Road (SC 46) drainage system between Stiney Road (S-27-104) and Sanders Road (S-27-292) in Jasper County, South Carolina. Proposed improvements generally consist of installing curb and gutter, storm drainage infrastructure, removing and relocating the existing sidewalk, roadway paving, water utility relocation, and associated demolition and erosion control BMPs.
3. Plans and Specifications may be obtained from Thomas & Hutton Engineering Co., 50 Park of Commerce Way, Savannah, Georgia 31405. Digital copies are free of charge. Hardcopies require payment of \$125.00. Payment is non-refundable. Contact Karen Smulski at Smulski.k@landh.com to request plans and specifications.
4. Bids shall be accompanied by a bid bond or certified cashier's check in an amount not less than 5% of the base bid. All bonds shall be by a surety company licensed in South Carolina with an "A" minimum rating of performance and a financial strength of at least five times the contract price as listed in the most current publication of "Best's Key Rating Guide Property Liability." Performance and Payment Bonds, each in an amount equal to 100% of the contract price shall be required of the successful bidder if contract is awarded. Each Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.
5. Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes it would not be in the best interest of the Project to make an award to Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.
6. The project is being funded in whole or in part by the Community Development Block Grant Program (CDBG) through the SC Department of Commerce and the South Carolina Infrastructure Investment Program (SCIIP) administered by the South Carolina Rural Infrastructure Authority (SCRIA). All federal CDBG and SCIIP requirements will apply to the contract. All contractors are required to be registered in the federal System for Award Management (SAM). Any sub-contractor(s) must certify that the company and its principals are not debarred and must be active in SAM prior to beginning the scope of work of the subcontractor.

7. Bidders on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin.
8. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.
9. Bidders must also make positive efforts to use small and minority-owned businesses and to offer employment, training, and contracting opportunities in accordance with Section 3 of the Housing and Urban Development Act of 1968. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.
10. A bid that is submitted and marked as "no bid" will be considered to be a competitive bid.
11. A Pre-Bid Conference will not be held for this project. **All questions shall be submitted to the engineer in writing by Tuesday, November 14th, 2023, at 5:00 PM.** An addendum addressing all questions received by the question deadline will be issued via electronic mail to known plan holders by end of business on Wednesday, November 15th, 2023.

Kevin Smith, PE
Thomas & Hutton Engineering Co.
50 Park of Commerce Way
Savannah, Georgia 31405
912-721-4197
mith.k@tandh.com

END OF INVITATION TO BID

Consent Agenda Item # 24



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
kburgessr@jaspercountysc.gov

Jasper County Council Quotation Presentation Replacement of High Mast Lights at Exit 33 of I-95

Meeting Date:	December 4, 2023
Subject:	Presentation of quotation for the replacement of the forty-eight (48) high mast lights at Exit 33 of I-95 with new photo-controlled LED fixtures on the existing poles.
Recommendation:	Council accepts the bid from Greenhouse Electrical Professionals in the amount of \$149,631 to remove the existing lights and replace with photo-controlled LED fixtures on existing poles and to authorize the County Administrator to sign all documents necessary to complete the project.

Description: Jasper County advertised for sealed bids to remove existing forty-eight (48) high mast lights and replace with new photo-controlled LED fixtures on the six (6) existing poles at the I-95 exit 33 interchange in Point South, Jasper County. The bids were due on November 1, 2023, at 2:00 PM. Three bids were received. The apparent low bidder that was conforming is Greenhouse Electrical Professionals with a bid of \$149,631 (excluding sales tax.)

Recommendation: Staff recommends that the County Council accept the bid from Greenhouse Electrical Professionals in the amount of \$149,631 and to authorize the County Administrator to enter into an agreement to complete the project.

Attachments:

Greenhouse Electrical Professionals Bid
J. Moore Electrical Contracting Bid
Everwatt Lights, LLC Bid
Bid Tab Sheet
Invitation to Bid Advertisement
Invitation to Bid



GreenHouse Electrical Professionals

Jasper County
358 3rd Avenue, Suite 304 P.O. Box 1149 Ridgeland, SC 29936

ESTIMATE	#1397644
ESTIMATE DATE	Nov 1, 2023
TOTAL	\$149,631.00

CONTACT US

PO Box 121
Jamestown , SC 29453

☎ (843) 533-0099
✉ lgreen@greenhouseelectrical.net

ESTIMATE

Services	amount
----------	--------

Jasper County High Mast Lights	\$149,631.00
---------------------------------------	---------------------

Provide all necessary material, labor, tools, supplies, skilled supervision, and project management to remove existing forty-eight (48) high mast light fixtures and replace with new photo control LED fixtures on the six (6) existing poles.

- The following are the minimum requirements of the project:
1. Remove the existing forty-eight (48) high mast light fixtures.
 2. Replace with new LED light fixtures with the following specifications:

*All Products meet the Department of Transportation Buy America requirement.

Services subtotal: \$149,631.00

Subtotal	\$149,631.00
----------	--------------

Tax (Material 9%)	\$0.00
-------------------	--------

Total	\$149,631.00
--------------	---------------------

Thank you for the opportunity to provide a quotation on this project. If you have any questions, please give me a call.
Lamar Green

Estimator

843-709-4202

Greenhouse Electrical Professionals LLC.

South Carolina License #CLM-116518

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Greenhouse Electrical Professionals
2166 Rutledge Rd.
McClellanville, SC 29458

OWNER:

(Name, legal status and address)

Jasper County
358 Third Avenue
Ridgeland, South Carolina 29936

BOND AMOUNT: Five Percent of Bid Amount
5%

PROJECT:

(Name, location or address, and Project number, if any)

REMOVE EXISTING FORTY-EIGHT (48) HIGH MAST LIGHTS AND REPLACE WITH
NEW PHOTO CONTROL LED FIXTURES ON THE SIX (6) EXISTING POLES

Bond Number: 451483

SURETY:

(Name, legal status and principal place
of business)

Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of November, 2023

Greenhouse Electrical Professionals

(Principal)

(Seal)

(Witness)

(Title)

(Witness) Delmi Monroy

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Title) Peter C Gibbs Attorney-in-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010



MERCHANTS BONDING COMPANY, INC.

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Peter C Gibbs

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of November, 2023.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of November, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Kim Lee
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of November, 2023.



William Warner Jr.
Secretary

MERCHANTS
BONDING COMPANY.

MERCHANTS BONDING COMPANY (MUTUAL) • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants Bonding Company (Mutual) ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS BONDING COMPANY (MUTUAL)



By: _____

Larry Taylor

Larry Taylor, President

**J. MOORE
ELECTRICAL CONTRACTORS, INC**

31 OCTOBER 2023

Bid #IVTB 2024-3

Quote

Total: \$188,650

Job description for Jasper County - REMOVE EXISTING FORTY-EIGHT (48) HIGH MAST LIGHT FIXTURES AND REPLACE WITH NEW PHOTO CONTROL LED FIXTURES ON THE SIX (6) EXISTING POLES.

Sincerely,

John W Moore, President



Street Address:
450 Cedar Creek Rd.
Swansea, SC 160

Mailing Address:
P.O. Box 130
Swansea, SC 29160

PHONE (803) 568 - 4734

EMAIL jmooreelectrical@jmec04.net

AIA Document A310™ – 2010

Bid Bond Bond No. 72597645

CONTRACTOR:
(Name, legal status and address)
J. Moore Electrical Contractors, Inc
450 Cedar Creek Road
Swansea, SC 29160

SURETY:
(Name, legal status and principal place of business) Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

OWNER:
(Name, legal status and address)
Jasper County
358 3rd Avenue, Suite 304/ P.O. Box 1149
Ridgeland, SC 29936

BOND AMOUNT: Five Percent (5%) of Total Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
Invitation to Bid # 2024-3

Remove Existing Forty-Eight (48) High Mast Lights and Replace with New Photo Control LED Fixtures on the Six (6) Existing Poles

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of November, 2023


(Witness)


(Witness) Kimberly D. Rose

J. Moore Electrical Contractors, Inc
(Principal)  *(Seal)*

(Title) President

Western Surety Company
(Surety)  *(Seal)*

(Title) Rachel L. Blackmore, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A310™ – 2010 (rev. 10/2010). Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Init.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72597645

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint RACHEL L BLACKMORE

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: J Moore Electrical Contractors Inc

Obligee: County of Jasper

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

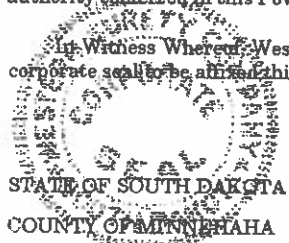
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 72597645 is not issued on or before midnight of February 1st, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

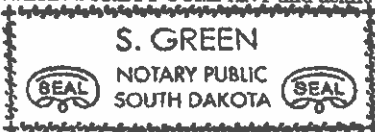
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 1st day of November, 2023.



WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 1st day of November, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of November, 2023.

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President



EVERWATT

November 1, 2023

Attn:

Kimberly Burgess

Director of Administrative Services Division Jasper County

Clementa C. Pinckney Government Building

358 3rd Avenue, Suite 304

Ridgeland, SC 29936

RE: Jasper County Invitation to Bid # 2024-3

Dear Kimberly,

Everwatt Lights, LLC will provide the following scope of work for the below price.

General scope of project: All work will meet current local codes. All material will be new and listed for its intended use. Where UL labelling is available for the class of material it will be furnished with UL labeling on the product. Everwatt Lights, LLC shall provide all necessary material, labor, tools, supplies, skilled supervision, and project management to REMOVE EXISTING FORTY-EIGHT (48) HIGH MAST LIGHT FIXTURES AND REPLACE WITH NEW PHOTO CONTROL LED FIXTURES ON THE SIX (6) EXISTING POLES.

Everwatt Lights, LLC will provide the following scope of work:

1. Remove the existing forty-eight (48) high mast light fixtures.
2. Replace with new LED light fixtures with the following specifications:

Everwatt Lights, LLC / 7303 Edgewater Drive Ste. D, Oakland, CA 94621
Contact: Matt Parlette @ 415-275-4388 or Matt@Everwattlights.com

- 85,000 lumens
 - Color temperature 4000K CCT with a minimum CRI of 70
 - Auto-Sensing voltage
 - Gray housing color
 - Area wide optical
 - 7 pin NEMA receptacle
 - Everwatt Lights has 9 years' experience in manufacturing LED-based products
 - Bulbs to have a 5 year warranty (10 year warranty available at additional cost)
 - Fixture will meet Dark Sky requirements
 - Fixture will be metal housing and be UL rated for wet outdoor installation
3. Remove and legally dispose of all debris and material associated with the project, leaving the area in the same or better condition at the end of the project.
 4. Permit fee if applicable will be paid by Owner.
 5. Bid will remain valid for 60 calendar days from the date of this proposal

**LUMP SUM FOR
ABOVE SCOPE OF WORK
FOB JOBSITE \$105,125**



Jasper County Bid Sheet

High Mast Light Replacement I/TB # 2024-3
 Nov. 1, 2023 2:00 PM

Company Name	Address	Amount of Bid	Remarks/Total
Greenhouse Electrical Professionals	P.O. Box 121 Jamestown, SC 29753	\$149,631.00	Bid Bond
J. Moore Electrical Contractors, Inc.	450 Cedar Creek Rd. P.O. Box 130 Swainsboro, SC 29160	188,650.00	Bid Bond
Everwath Lights, LLC	7303 Edgewater Dr. Suite D Oakland, CA 94621	\$105,125.00	No bid bond

Kimberly Burgess

From: South Carolina Business Opportunities <noreply@mmo.sc.gov>
Sent: Monday, October 9, 2023 2:04 PM
To: Kimberly Burgess
Subject: SCBO Advertisement Submission

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

NOTICE:

Please note: The SCBO advertisement deadline is **12:00 noon** each weekday.
Ads submitted after that time may not appear in SCBO until the next business day.

Your SCBO advertisement (AD# 43896) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

Please note that ads submitted after 12:00 pm may not be reviewed/published until the next business day.

The information you submitted for the advertisement is included below:

Category: Construction

Advertisement Date: Mon, 10/09/2023 - 00:00

Project Name: Remove Existing High Mast Lights and Replace with LED Fixtures

Project Number: IVTB #2024-3

Project Location: I-95 Exit 33 Interchange at Point South, Jasper County

Description of Project/Services:

Jasper County is seeking sealed bids for the **REMOVAL OF FORTY-EIGHT (48) HIGH MAST LIGHTS & REPLACEMENT W/NEW PHOTO CONTROL LED FIXTURES ON EXISTING POLES** at I-95 exit 33 interchange in Point South, Jasper County on November 1, 2023 at 2:00 PM.

Bid/Submittal Due Date: Wed, 11/01/2023 - 14:00

Number of Bid/Submittal Copies: Three

Construction Cost Range:

Project Delivery Method: Other

Agency Project Coordinator: Rose Dobson-Elliott

Email: rdelliott@jaspercountysc.gov

Telephone: (843) 726-7740

Project Details: <http://www.jaspercountysc.gov>

THANK YOU for your legal submission!

Your legal has been submitted for publication. Below is a confirmation of your legal placement. You will also receive an email confirmation.

ORDER DETAILS

Order Number: IPL0143076
Parent Order #: IPL0137278
Order Status: Submitted
Classification: Legals & Public Notices
Package: HHI - Legal Ads
Final Cost: \$88.27
Payment Type: Account Billed
User ID: IPL0032292

ACCOUNT INFORMATION

Jasper County Planning & Building Services IP
 P.O. Box 1659
 Ridgeland, SC 29936
 843-717-3650
 lwagner@jaspercountysc.gov
 Jasper County Planning & Building Services

TRANSACTION REPORT

Date October 9, 2023 1:41:31
 PM EDT
Amount: \$88.27

SCHEDULE FOR AD NUMBER IPL01430760

October 11, 2023

PREVIEW FOR AD NUMBER IPL01430760

PUBLIC NOTICE

Notice is hereby given that sealed bids will be received for all necessary material, labor, tools, supplies, skilled supervision, and project management to **REMOVE EXISTING FORTY-EIGHT (48) HIGH MAST LIGHTS AND REPLACE WITH NEW PHOTO CONTROL LED FIXTURES ON THE SIX (6) EXISTING POLES** at the I-95 exit 33 interchange in Point South, Jasper County on November 1, 2023 at 2:00 PM. For more information visit the County website www.jaspercountysc.gov, "What's New", "Bids & Solicitations."
 W00000000
 Publication Dates

[<< Click here to print a printer friendly version >>](#)

10/9/23, 1:43 PM

Adportal Self Service Advertising Confirmation

**The Island Packet
(Hilton Head) Print**



**JASPER COUNTY
INVITATION TO BID #2024-3
OCTOBER 9, 2023**

Notice is hereby given that sealed bids will be received for all necessary material, labor, tools, supplies, skilled supervision, and project management to **REMOVE EXISTING FORTY-EIGHT (48) HIGH MAST LIGHTS AND REPLACE WITH NEW PHOTO CONTROL LED FIXTURES ON THE SIX (6) EXISTING POLES** at the I-95 exit 33 interchange in Point South, Jasper County on November 1, 2023 at 2:00 PM at which time all bids received will be opened. Bids may be submitted electronically through the County's Vendor Registry webpage or may be received by the Director of Administrative Services Division (Director) at the Jasper County Government Building, 358 3rd Avenue, Post Office Box 1149, Ridgeland, South Carolina 29936 prior to the time bids are to be opened. Hardcopy bids delivered **within** the 30-minute period immediately preceding bid opening (as described above) must be hand-delivered to the Director's Office in the Clementa C. Pinckney Government Building. Hardcopy bids should be delivered to the following address:

Kimberly Burgess, Director of Administrative Services Division
Jasper County
Clementa C. Pinckney Government Building
358 3rd Avenue, Suite 304
P.O. Box 1149
Ridgeland, SC 29936

A link to the County's Vendor Registry webpage may be found under "What's New", "Bids & Solicitations", on the County's website at www.jaspercountysc.gov. All bids delivered should clearly indicate IVTB #2024-3 on the exterior of the envelope. Any bids submitted or delivered after the above stated date and time will not be accepted under any circumstances.

Bid opening will take place in the Jasper County Council Chambers at the address given below:

**Clementa C. Pinckney Government Building
358 Third Avenue
Ridgeland, South Carolina 29936**

Bidders should direct any questions to Rose Dobson-Elliott, Engineering Services Director, at rdelliott@jaspercountysc.gov or (843) 726-7740.

General scope of project: All work must meet current local codes. All material must be new and listed for its intended use. Where UL labelling is available for the class of material it shall be furnished with UL labeling on the product. The winning bidder shall provide all necessary material, labor, tools,

supplies, skilled supervision, and project management to **REMOVE EXISTING FORTY-EIGHT (48) HIGH MAST LIGHT FIXTURES AND REPLACE WITH NEW PHOTO CONTROL LED FIXTURES ON THE SIX (6) EXISTING POLES.**

The following are the minimum requirements of the project:

1. Remove the existing forty-eight (48) high mast light fixtures.
2. Replace with new LED light fixtures with the following specifications:
 - a. 85,000 lumens
 - b. Color temperature 4000K CCT with a minimum CRI of 70
 - c. Auto-Sensing voltage
 - d. Gray housing color
 - e. Area wide optical
 - f. 7 pin NEMA receptacle
 - g. Lamp manufacturer shall have a minimum of five (5) years' experience in manufacturing LED-based products
 - h. Bulbs shall have a minimum five (5) year warranty
 - i. Fixture shall meet Dark Sky requirements
 - j. Fixture shall be metal housing and be UL rated for wet outdoor installation
3. Remove and legally dispose of all debris and material associated with the project, leaving the area in the same or better condition at the end of the project.
4. Permit fee if applicable will be paid by Owner.
5. Bid must remain valid for 60 calendar days.
6. Bid should be lump sum for the complete scope of work outlined above.
7. Preference will be given to products that meet the Department of Transportation Buy America requirement.

Bid Requirements:

Bids should be placed on company letterhead or on a document which provides Bidder name, address, phone number and other pertinent contact information. The successful Bidder will be required to furnish a W-9, a certificate of insurance showing evidence of liability and workers compensation coverage. The successful bidder will also be required to have or obtain a Jasper County business license.

Bid security shall be required and shall be an amount equal to at least five percent of the amount of the bid. The successful bidder will be required to furnish the Owner a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price.

Each Bidder must be qualified under the provisions of the most current State of South Carolina Contractor's Licensing Law Code. No bid will be considered unless the bidder is legally qualified under

the provisions of the South Carolina Contractor's Licensing Law. By submitting a bid Bidder is certifying that it has independently determined that its licensure is adequate to authorize it to submit the bid.

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening. The County of Jasper (Owner) reserves the right to cancel this solicitation or any and all bids or proposals may be rejected, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

Bidders on this work will be required to comply with the President's Executive Order No. 11246 and Order No. 11375 which prohibit discrimination in employment regarding race, creed, color, sex, or national origin; Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240.

Consent Agenda Item # 25



Jasper County Finance Department

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

Kimberly Burgess, CPA, CGFO
Director, Administrative Services Division
kburgessr@jaspercountysc.gov

Jasper County Council Council Approval of EagleView Contract

Meeting Date:	December 4, 2023
Subject:	Approval and execution of Eagleview contract for aerial photography (pictometry) services.
Recommendation:	Approve the Eagleview contract for aerial photography (pictometry) services and authorize the County Administrator, to execute the contract.

Description: Jasper County staff met with representatives from Eagleview in March 2023 to discuss the opportunity to obtain aerial photography services in conjunction with adjacent counties (Beaufort and Chatham) flyovers which provided a discount. During our discussion with Eagleview, it was determined that the information provided by the pictometry services will be beneficial to the EMS, Sheriff, Assessor, and GIS departments by providing both safety features for EMS and Sheriff personnel and possibly potential revenue sources by identifying new structures for the Assessor. The cost of these services were included in the FY2024 budget. The contract has been reviewed and revised by the County attorney, and is now ready for execution.

Recommendation: Staff recommends that the Council approve the Eagleview contract as presented and authorize the County Administrator to execute the contract.

Attachments:

- Eagleview contract
- Eagleview presentation



CUSTOMER NAME: Jasper County, SC
CUSTOMER ADDRESS: 1509 Grays Highway, Ridgeland, SC 29936
CUSTOMER PHONE: 843-726-7607
CUSTOMER E-MAIL: pkrupp@jaspercountysc.gov

MASTER SERVICES AGREEMENT

This Master Service Agreement (“Agreement”) is entered into by and between the Customer identified above (“Customer”) and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 (“EagleView”). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as “Party” and/or collectively as “Parties”. EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. “Account”** means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).
- 1.2. “Activation”** means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.
- 1.3. “Authorized User”** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).
- 1.4. “Confidential Information”** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party (“Discloser”) to another Party (“Recipient”). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView’s roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser’s Confidential Information.
- 1.5. “Documentation”** means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.



1.6. “Fee” means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.

1.7. “Intellectual Property Rights” means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. “Malware” means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. “Order Form” means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

1.10. “Products and/or Services” means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

2.1. Access to the Product(s) and/or Service(s). Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. Access Restrictions. Access by Customer and its Authorized Users to the Service is subject to the following conditions:

2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompress, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s) and/or Service(s) technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity



rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.

2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

3. PAYMENT

3.1. Fees. Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least sixty (60) days prior to the end of the then current Term, access to the Services will automatically renew.



4.2. Termination. Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

In the event Customer exercises any termination right under this Agreement 1) Customer shall pay EagleView for all work performed by EagleView with respect to the terminated Agreement prior to the effective date of such termination; and 2) Customer, all Authorized Subdivisions, Authorized Users, and Project Participants in possession of Products and/or Services for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, shall immediately cease use of such Products and/or Services, purge such Products and/or Services from all computers, and return such Products and/or Services. The provisions of this Agreement that by their nature would survive its termination shall survive indefinitely.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

4.5. Survival. Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.



6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. To the extent permitted by applicable law, Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR



GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the



jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remaining sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form and shall be deemed to have been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView’s privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView’s website (www.eagleview.com) or e-mailed to the Customer’s Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

Pictometry International Corp. dba EagleView

Customer

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A

ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): _____

TERM (DURATION): Three years

ORDER #
LC-10004006

BILL TO
Payton Krupp, GIS Coordinator
198 2 nd Avenue
Ridgeland, SC 29936
Email: pkrupp@jaspercountysc.gov
Phone: 843-717-3630

SHIP TO
Payton Krupp, GIS Coordinator
198 2 nd Avenue
Ridgeland, SC 29936
Email: pkrupp@jaspercountysc.gov
Phone: 843-717-3630

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1227083	JWilson	Triennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
760	EagleView Cloud - Imagery	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Services term commences on date of activation. <ul style="list-style-type: none"> • GSD: 3in • Refresh Frequency: 3-Year Refresh • Start Year: 2024 •
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed



		imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
24000	EagleView Cloud - ChangeFinder	<p>Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance.</p> <ul style="list-style-type: none"> • Refresh Frequency: 3-Year Refresh • Change Detection Classification Accuracy – Applicable to first refresh only: <ul style="list-style-type: none"> • The process is greater than 80% accurate – the standard error rate is 20% for false positives and 20% for false negatives. • False positive rate: ratio of buildings with fault state for all Changed/New/Demolished buildings less than or equal to 20.0% • False negative rate: ratio of buildings with fault state for Existing buildings less than or equal to 20.0% • The service postulates imagery with low off-nadir (the sides of houses cannot be seen) is used. All problems arising from off-nadir of imagery are out of the specification. • A higher number of buildings may be attributed as Unknown due to the low resolution, shadows and/or tree coverage.
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Credit must be redeemed within three years of agreement execution date.
6	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due at Initial Activation of Services	\$100,428.00
Due at First Anniversary of Initial Activation of Services	\$100,428.00
Due at Second Anniversary of Initial Activation of Services	\$100,428.00

Non-appropriation of Funds: If under state law Customer is legally precluded from committing to make certain future payments due hereunder, this Section will apply. Customer has appropriated the funds necessary to make all payments when due under this Agreement during Customer’s initial fiscal period during the term. Customer agrees that in each succeeding fiscal year during the term of this Agreement, Customer will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the



limitations imposed upon Customer under state law. In the event, that despite these efforts, Customer determines that funds due under this Agreement will not be available or cannot be obtained during any succeeding fiscal period, Customer may terminate this Agreement prior to the commencement of such succeeding fiscal period by giving written notice to Eagleview of such determination at least 60 (sixty) days prior to the first day of any succeeding period for which an appropriation has not been made by customer and of the full amount of funds necessary to pay the amounts due hereunder. If such failure to obtain proper appropriation of the full amount of funds necessary to pay amounts when due hereunder during any fiscal period subsequent to the current fiscal period should occur, Customer or any such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView for which EagleView has not been fully compensated..

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

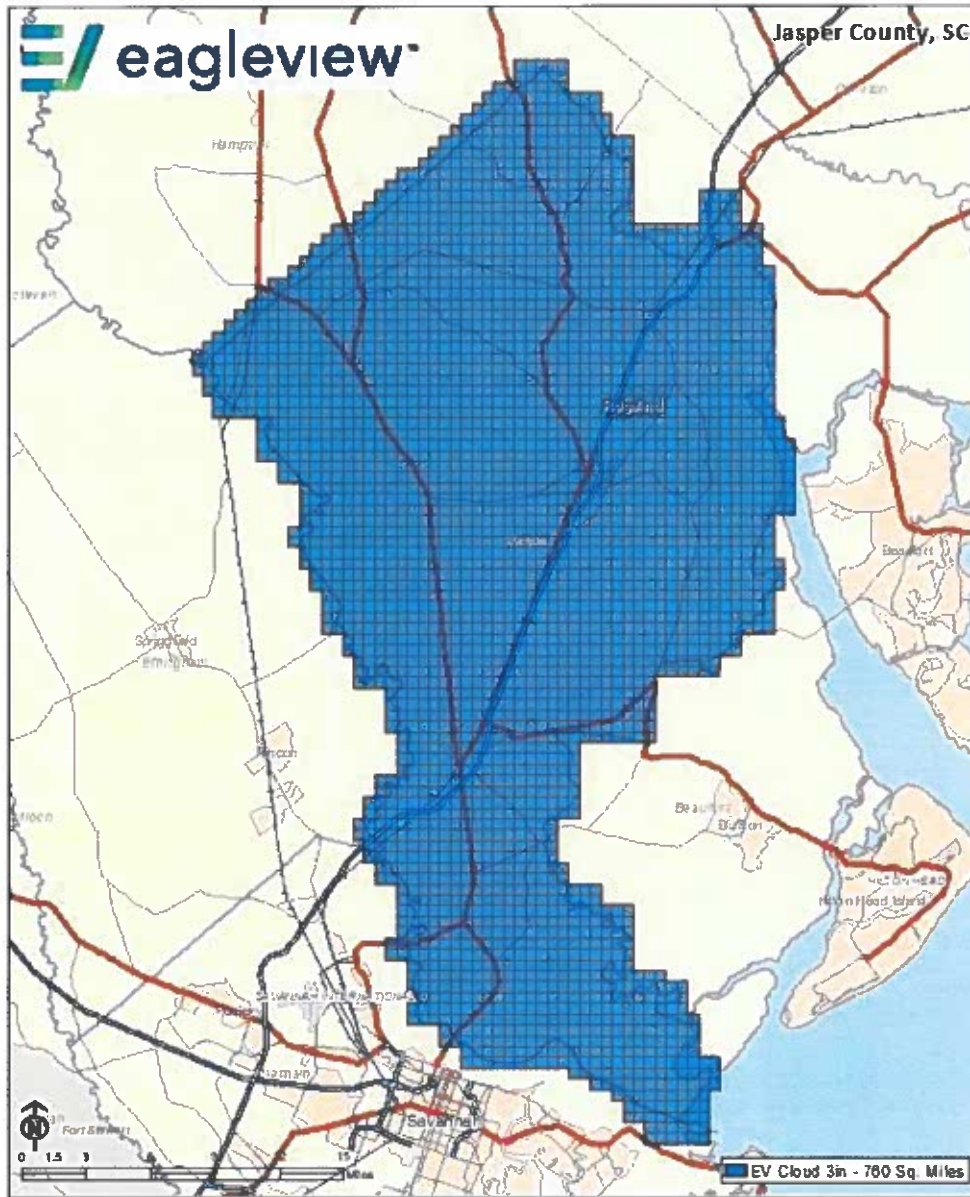
Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

AOI(S)



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT B

SECURITY

1. Definitions.

- 1.1 **"Controls Report"** means an AICPA AT Section 101 SOC 2 Type 2 or comparable report, in each case appropriately scoped to the services provided, that will at a minimum focus on ensuring and testing the existence of controls related to the confidentiality, integrity, availability, security, and privacy of Customer Confidential Information.
- 1.2 **"Critical Issue"** means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.3 **"Highly Sensitive Information"** means an individual's first and last name or first initial and last name in combination with (a) government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (b) financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (c) biometric, genetic, health, medical, medical insurance, or precise location data.
- 1.4 **"Security Incident"** means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.5 **"Subcontractor"** means a subcontractor of EagleView.

2 Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 At least annually, EagleView will conduct an assessment of the information technology and information security controls for all facilities used in complying with its obligations under this Exhibit, will prepare a Controls Report that includes the results of such assessment, and, upon request, will provide a current Controls Report to Customer.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent Controls Report for such data center. Any new or newly configured data center will be at least as secure as it was prior to the changes and, if requested by Customer, EagleView will cooperate with Customer to perform a security assessment of such changes.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without Customer's prior written consent, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.



- 3.3 When transmitting and storing Customer Highly Sensitive Information as defined in Sections 1.3 (a) and (b), encrypt such information using persistent encryption that is applied to such Highly Sensitive Information and maintains its protection throughout the lifecycle of such Highly Sensitive Information. Use encryption keys unique to Customer and use encryption and key management techniques that comply with security industry standards published by the National Institute of Standards and Technology (“NIST”).
- 3.4 Where practicable, store Customer Confidential Information on a separate server, virtual server image, tenant, separate database instance, or, if applicable, comparable cloud storage.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST.
- 3.7 Conduct a security risk assessment based upon an industry standard security framework of all EagleView’s Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues promptly.

Failure to comply with this Section 3 within 20 business days after notice of breach will constitute a material breach of this Agreement.

4. **Secure Application Development.** When EagleView makes a material enhancement or major release to any application used in connection with the services provided under this Agreement, EagleView will:
 - 4.1 Conduct an application security assessment prior to placing such application into production. Application vulnerabilities, such as those referenced in OWASP Top 10, must be evaluated by a qualified employee or contractor to determine exploitability. EagleView will not place into production any applications that have vulnerabilities that are defined as Critical Issues.
 - 4.2 Upon request, provide application source code that has been specifically developed as a deliverable for the sole benefit of Customer or, alternatively, provide process documentation that supports review of such code.
 - 4.3 Not use Customer Confidential Information for any testing, unless Customer has given its prior written consent and such test use is subject to the same security policies and procedures as implemented in the production environment.
 - 4.4 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, Customer will be permitted to conduct a penetration test at Customer’s expense on a EagleView replicated, non-production testing site that includes all production security controls, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.
5. **Information Security Program.** Without limiting EagleView’s obligation of confidentiality under this Agreement, EagleView will establish and maintain a written information security program, together with adequate administrative, technical, and physical safeguards, to:
 - 5.1 Ensure the confidentiality, integrity, availability, security, or privacy of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
 - 5.2 Protect against anticipated threats or hazards to the confidentiality, integrity, availability, security, or privacy of such Customer Confidential Information;
 - 5.3 Protect against unauthorized access to or use of such Customer Confidential Information; and
 - 5.4 Ensure the secure disposal of such Customer Confidential Information by shredding, erasing, or otherwise modifying the data to make it unreadable, undecipherable, and unrecoverable by any means consistent with the data destruction practices recommended by NIST.



Such written information security program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by ISO, ITIL, and/or NIST), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.

6. **Vulnerability Management.** EagleView will:
 - 6.1 Maintain an asset management process covering hardware and software.
 - 6.2 Maintain a patch management procedure that deploys security patches for systems used to access or process Customer Confidential Information that includes a defined timeframe to implement all patches based on a risk assessment (not to exceed thirty (30) days for patches rated critical or forty-five (45) days for patches rated high).
 - 6.3 Maintain a malware management process in accordance with industry standards for EagleView's entire infrastructure.
 - 6.4 Document and follow a formal change management/change control process that covers both systems and infrastructure and application programs to ensure only authorized changes are implemented.
 - 6.5 Engage a third-party vendor to perform an annual network-level penetration test that includes the following environments as applicable: production, non-production, multi-tenant, and shared services. The third-party vendor must follow industry best practices and be certified to conduct penetration testing. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly but in any event within 30 days. Upon completion of such test, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all critical/high issues were addressed.
 - 6.6 Conduct bi-annual vulnerability assessments to identify publicly known security vulnerabilities.
7. **Disaster Recovery and Business Continuity.** EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted.
8. **Security Incident Process.** EagleView will notify Customer of any Security Incident within 48 hours of confirming that a Security Incident has occurred. EagleView will continue to notify Customer daily until Customer acknowledges receipt of such notification, which Customer agrees to do promptly upon receipt. Promptly following any such notice, the parties will coordinate to investigate the Security Incident. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.
 - 8.1 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee and a backup who each will be available to Customer 24 hours per day, 7 days per week as a contact regarding obligations under this Section; and (b) assisting with any investigation of the nature or cause of such Security Incident.
 - 8.2 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
 - 8.3 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) server logs are maintained; (b) all Security Incidents are appropriately logged; (c) all information associated with a Security Incident and all server access and audit logs are retained for at least 3 years; and (d) all such logs and information are appropriately protected to ensure the integrity of such logs and information.
9. **Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any



Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.

- 10. Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of CCTV, cardkey access, process to log and monitor visitors. Surveillance records will be maintained for at least 30 days or, if Highly Sensitive Information is accessed or stored by EagleView, 3 months.
- 11. Record Retention and Return.** EagleView will retain Customer Confidential Information only as long as EagleView is required to by applicable law. Customer may request earlier destruction of all or a portion of such Customer Confidential Information. If Customer so requests, then EagleView will promptly destroy or arrange for the destruction of any and all retained copies of such Customer Confidential Information in EagleView's or any Subcontractor's possession or control by shredding, erasing, or otherwise modifying such Customer Confidential Information to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by NIST and will certify in writing that the foregoing has been completed. Except as may be required by applicable law, the requirement to destroy Customer Confidential Information will not apply to Customer Confidential Information that has been, stored for backup or archiving purposes, but EagleView will continue to comply with the provisions of this Agreement regarding such Customer Confidential Information.



Jasper County

Pictometry Oblique Imagery

March 15, 2023



Today's Agenda

Meeting Kickoff / Introductions

Why Are We Here?

Oblique Imagery Conceptual Overview

Examples and Use Cases

Integration with County Systems

Demonstrations

Chatham County & Beaufort County

Support and Training

Countywide and Departmental

Pricing / Q&A / Group Discussion

Follow Up / Action Items





Introductions

Joe Wilson, District Sales Manager
joe.wilson@eagleview.com | 704-649-2119

Kevin MacLeod, Regional Technical Manager
kevin.macleod@eagleview.com | 802-272-9856



Why are we here?

- Discuss Pictometry Imagery Products
- Services / Support / Training
- Analytics / Data
- Integrations / Access
- Cost options / Deployment

Why are we here? We are here...

- To Learn – from experienced Pictometry Imagery users in North Carolina; from EagleView staff on availability of Pictometry imagery and future imagery capture process for Scotland County
- To Share – user experiences and expertise with Pictometry deployment, imagery capture strategies, staff training, integrated workflow, return on investment (ROI), integration (CAMA, CAD/911, GIS, RMS, PSAP), and sharing agreements between the County and other agencies
- To Network – with other Pictometry Imagery users who do what you do: property appraisal, planning, 911/dispatch, fire, police, code enforcement, DA, sheriff, economic development, parks, engineering, transportation, public works, utilities, emergency management, zoning, permitting, addressing, environmental management, customer service, schools, GIS

- To Leverage  County's investment and efficiency through increased usage of oblique imagery

References in South Carolina

Darlington County
Charles Stewart
County Administrator

Beaufort County
Dan Morgan
GIS Director

Lexington County
Holland Leger
Planning Director

Georgetown County
Susan Edwards
Tax Assessor

Aiken County
Frank Bishop
IT Director

County / Municipality	Contact(s)	Phone	Most Recent Pictometry
Aiken County	Les Ratliff, Assessor	(803) 642-1583	2023 (completed)
Beaufort County	Frank Bishop, IT/GIS Manager Ebony Sanders, Assessor	(803) 642-1524 (843) 255-2408	2023 (completed)
Charleston County	Dan Morgan, GIS/IT Director Ashley Stribling, GIS Coordinator	(843) 255-2535 (843) 958-6055	2023 (completed)
Charleston, City of	Sharon Wrona, Interim Assessor	(843) 958-4100	2023 (completed)
North Charleston, City of	Robert Hauck, GIS Director	(843) 724-3787	2023 (completed)
Mount Pleasant, Town of	Kat Brenkert, GIS Manager Susan Bettelli, GIS and Data Coordinator	(843) 740-2543 (843) 884-1229	2023 (completed)
Chester County	Rick Anderson, Assessor	(843) 377-4177 x2146	2022 (2025 scheduled)
Darlington County	Kyle Johnson, Assessor	(843) 398-4180	2023 (completed)
Dorchester County	David Garber, GIS Manager Susan Hurley, Assessor	(843) 832-0208 (843) 563-0156	2021 (2024 scheduled)
Florence County	Crys Hoge, GIS Manager Jamie Floyd, Assessor	(843) 678-3597 (843) 665-3056	2021 (2024 scheduled)
Georgetown County	Susan Edwards, Assessor	(843) 545-3010	2022 (2024 scheduled)
Greenville, City of	Carmen Durham, GIS Director	(864) 467-4512	2023 (completed)
Horry County	Larry Roscoe, Assessor	(843) 915-5040	2015 (countywide) 2023 (Myrtle Beach Annual)
Myrtle Beach, City of	JJ Pearsall, GIS Manager	(843) 918-2015	2023 (completed)
Lancaster County	Brad Carnes, Assessor	(803) 285-6964	2021 (2024 scheduled)
Lexington County	Jim Kiley, GIS Manager Alan Rickenbaker, GIS Manager Rick Dolan, Assessor	(803) 313-2180 (803) 785-5161 (803) 785-8190	2023 (completed)
Richland County	Fred Descy, Interim Assessor Geoffrey Schwitzgebel, GIS Manager	(803) 576-2640 (803) 576-2017	2021 (City of Columbia) 2023 (in-progress)
Columbia, City of	Sung Jun Kim, GIS Manager	(803) 545-3266	2021 (City Captured) 2023 (County in-progress)
Sumter County	Bruce Haskins, GIS Coordinator	(803) 436-2126	2013 (Countywide)
York County	Bryan Townsend, GIS Manager Edgar Hardin, Assessor	(803) 684-8570 (803) 684-8526	2022 (2025 scheduled)
Rock Hill, City of	Shawn Carson, IT/GIS Manager	(803) 448-2767	2022 (2024 scheduled)



OBLIQUE IMAGERY CONCEPTUAL OVERVIEW...







Use Cases/Examples

EagleView Pictometry Demonstration

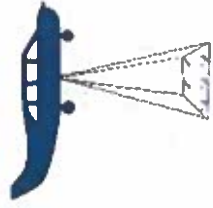


Traditional Ortho Imagery vs. Oblique Imagery



What type of structure
is this? How tall?

Traditional Ortho Image



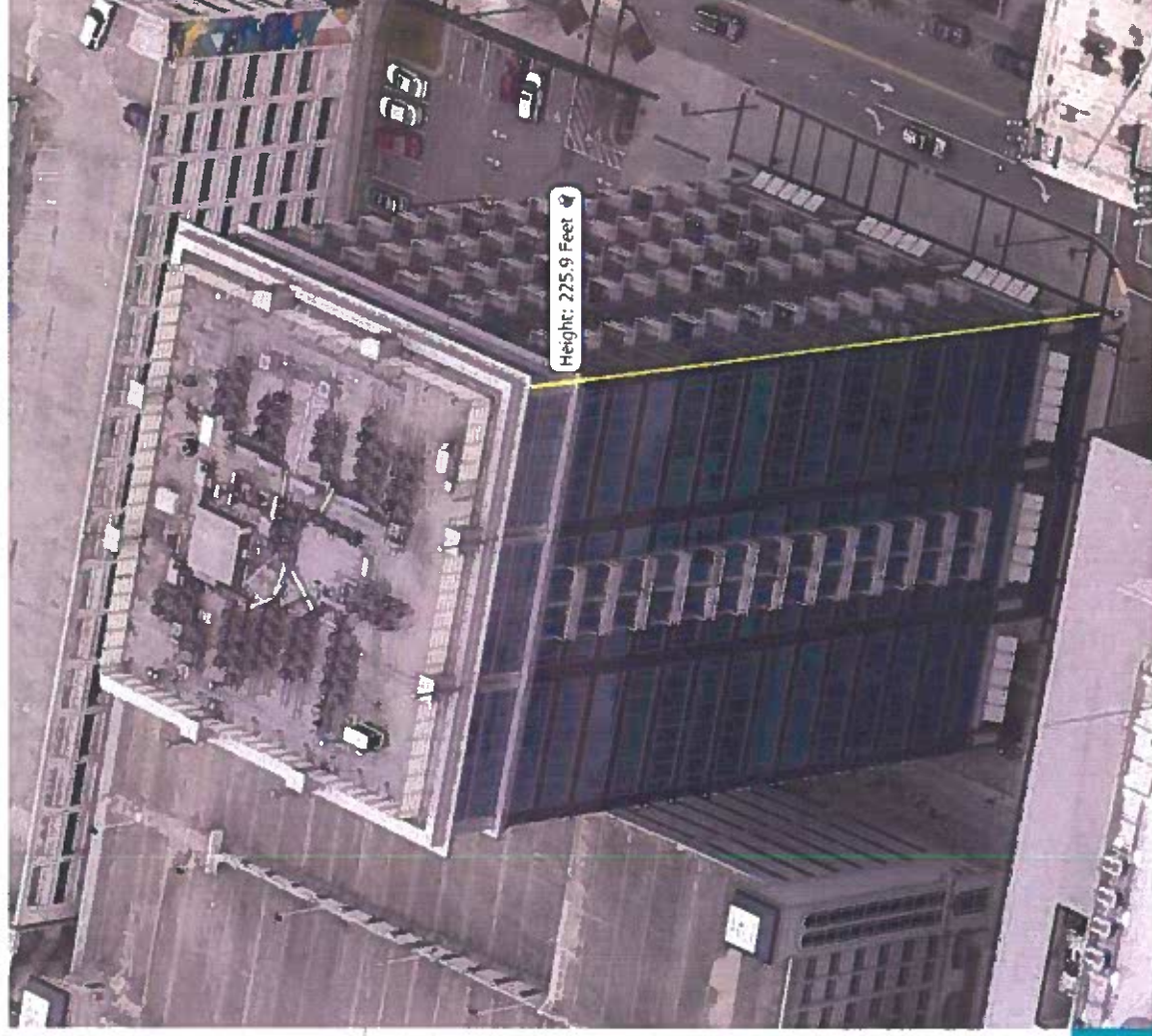
Traditional Ortho Imagery vs. Oblique Imagery



Center Pointe Building Winston-Salem, NC

Oblique imagery brings a natural perspective to a location that allows a user to view the environment as if they were there.

And it's not just a pretty picture... you can also measure height, distance, area, etc.



How's it done?



- Patented camera systems that capture ortho and oblique imagery simultaneously for 5-way coverage

What is Pictometry Imagery? Aerial imagery captured by a plane;
Provides views from all 5 directions (Top, North, South, East, West)





More than Imagery...







How many county and city departments
are authorized users?

UNLIMITED

All Imagery Shared with Adjacent Counties

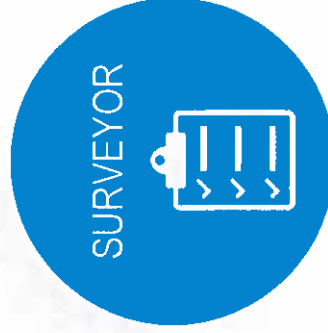


Demonstrations

SAGIS & Beaufort County

Key government applications

All agencies and departments within a county can access high-resolution imagery and integrate it into existing workflows.



Key Government Applications



- Remote inspection saves times and money
- View property details to assess accurate value and determine tax rates
- **Direct integration with Bi-Tek CAMA for improved workflow**
- Rely on imagery when processing appeals
- [Public Access](#)



Key Government Applications



PUBLIC
SAFETY

- Imagery integrates into 911 dispatch software to verify cell phone locations
- Situational awareness, planning, mobile, location intelligence & training exercises
- Imagery can be used in court
- Address management and verification



FIRE
DEPARTMENTS

- Wildfire control using wide-area imagery
- Planning and emergency drills
- Pre-planning, field operations, mobile access
- Measure height of structures, area, perimeter, lat/lon

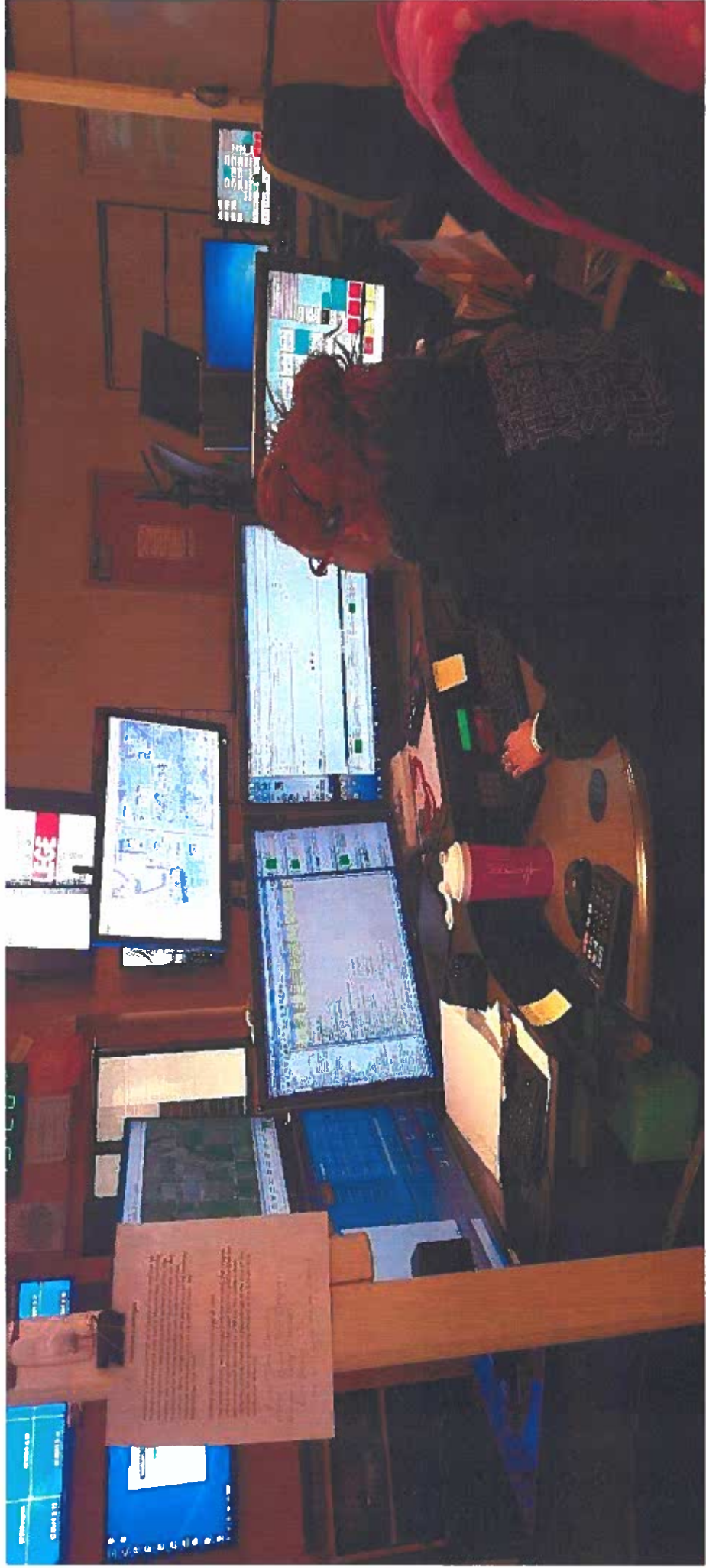


EMERGENCY
MANAGEMENT

- Disaster preparedness and response
- Hazard mitigation, recovery, and planning
- Damage assessment
- EOC access for quick search (address, lat/lon, parcel ID)
- IDAM / WebEOC integration

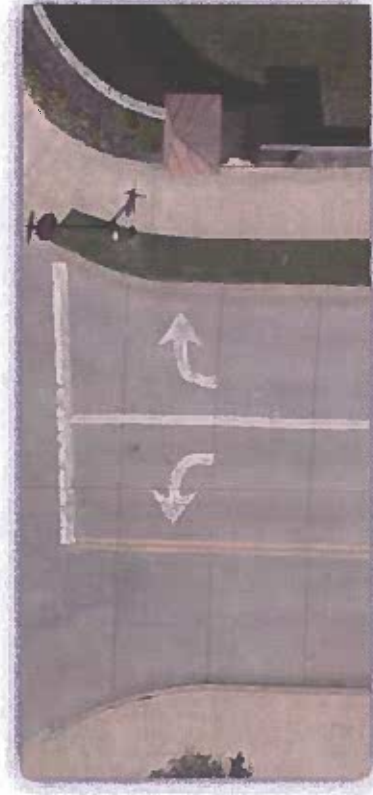


911 / CAD Integration with Southern Software



Key Government Applications

- Various agencies and departments within a county can access high-resolution imagery and integrate it into existing workflows.



- Pre-planning before onsite work (manholes, drainage, valves)
- Determine runoff patterns with oblique imagery
- Sign inventory
- Road and paint conditions
- Impervious surface calculation
- Imagery layered on GIS data aids in planning
- Georeferenced ortho and oblique imagery provides accuracy
- Planimetric data layers
- Address verification

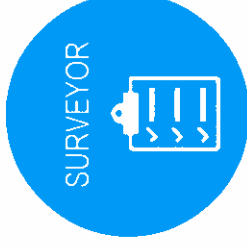


Key Government Applications

- Various agencies and departments within a county can access high-resolution imagery and integrate it into existing workflows.



- Code enforcement
- Imagery can determine how a parcel will be used and if permits are granted



- Determines property boundaries
- Ground control verification

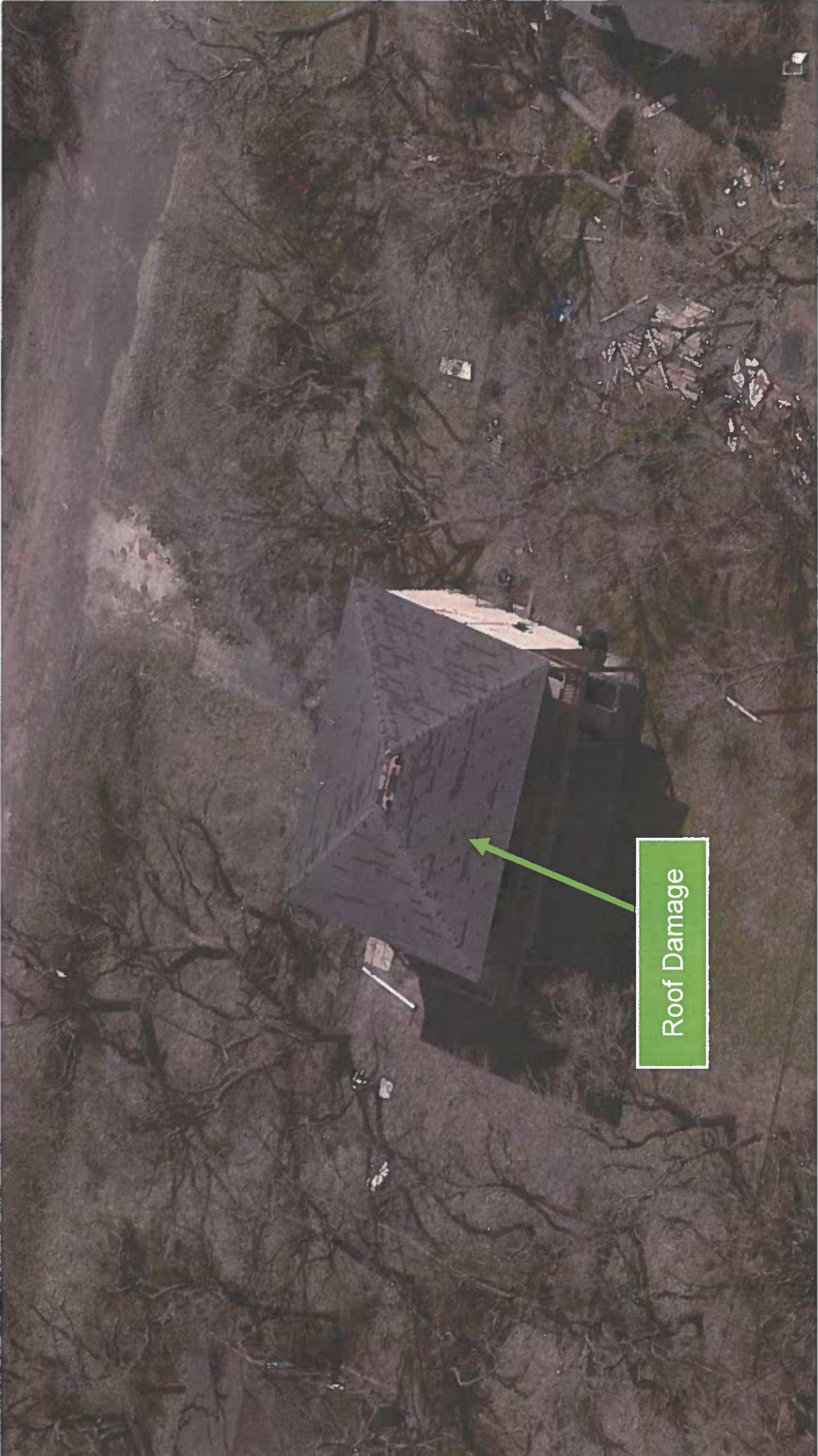
More certainty



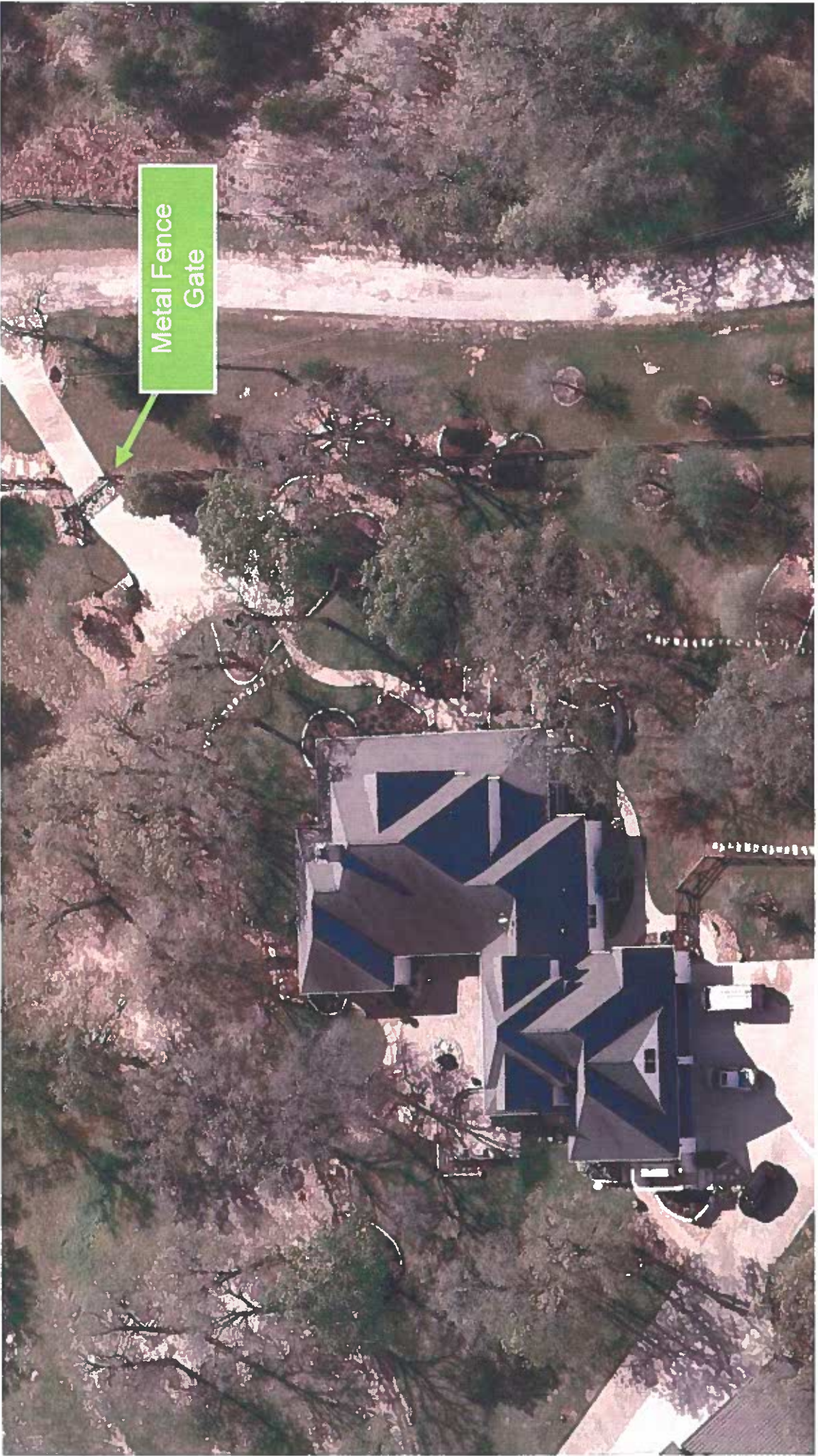


Exit Point

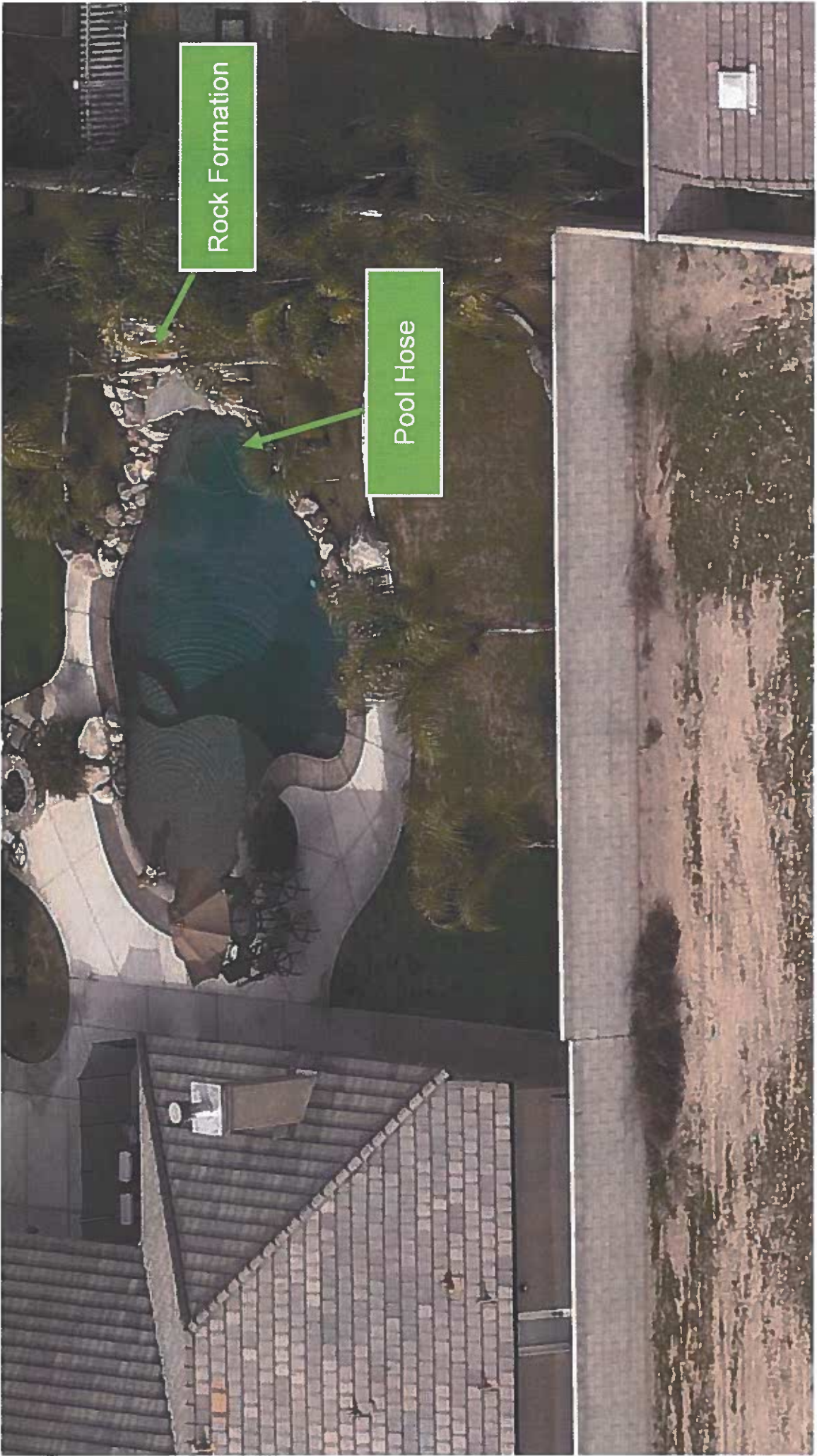
Multiple Hiding Locations



Roof Damage



Metal Fence Gate



Rock Formation

Pool Hose



Rock Formation

Pool Hose

Dog



eagleview™

Access

CONNECTExplorer

CONNECTEXPLORER



map Auto (Oblique) Data: All ← Image 1 of 16 → 03/13/2019



Mobile Apps



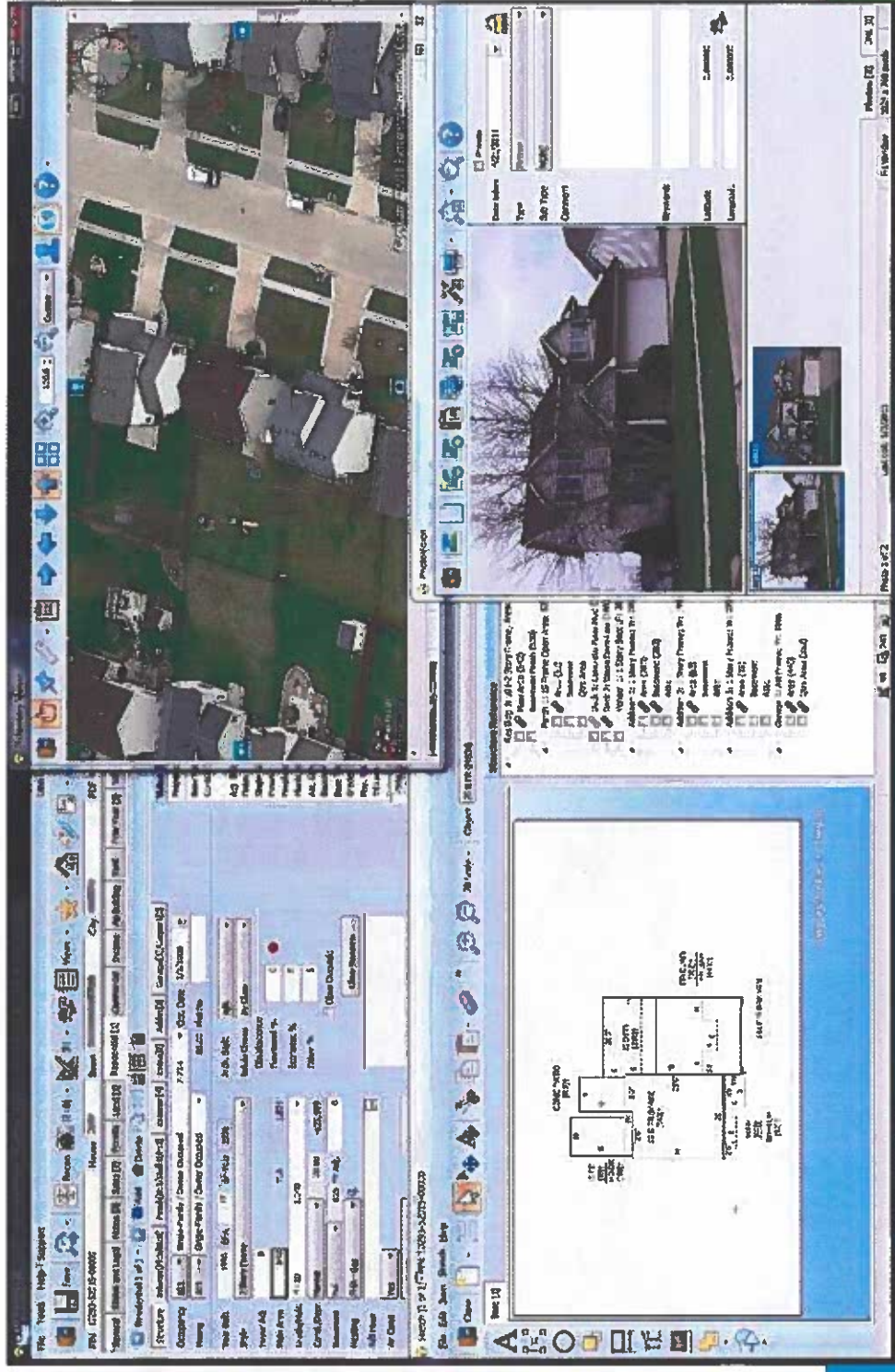
Integrations

- CAMA – Computer-Aided Mass Appraisal
- CAD – Computer-Aided Dispatch
- GIS – Geographic Information Systems
- Public Access



CAMA Integration / Desktop Review

(Bi-Tek, DevNet, Tyler, Patriot, Farragut, Harris, Thompson Reuters, etc...)



911/CAD Integration

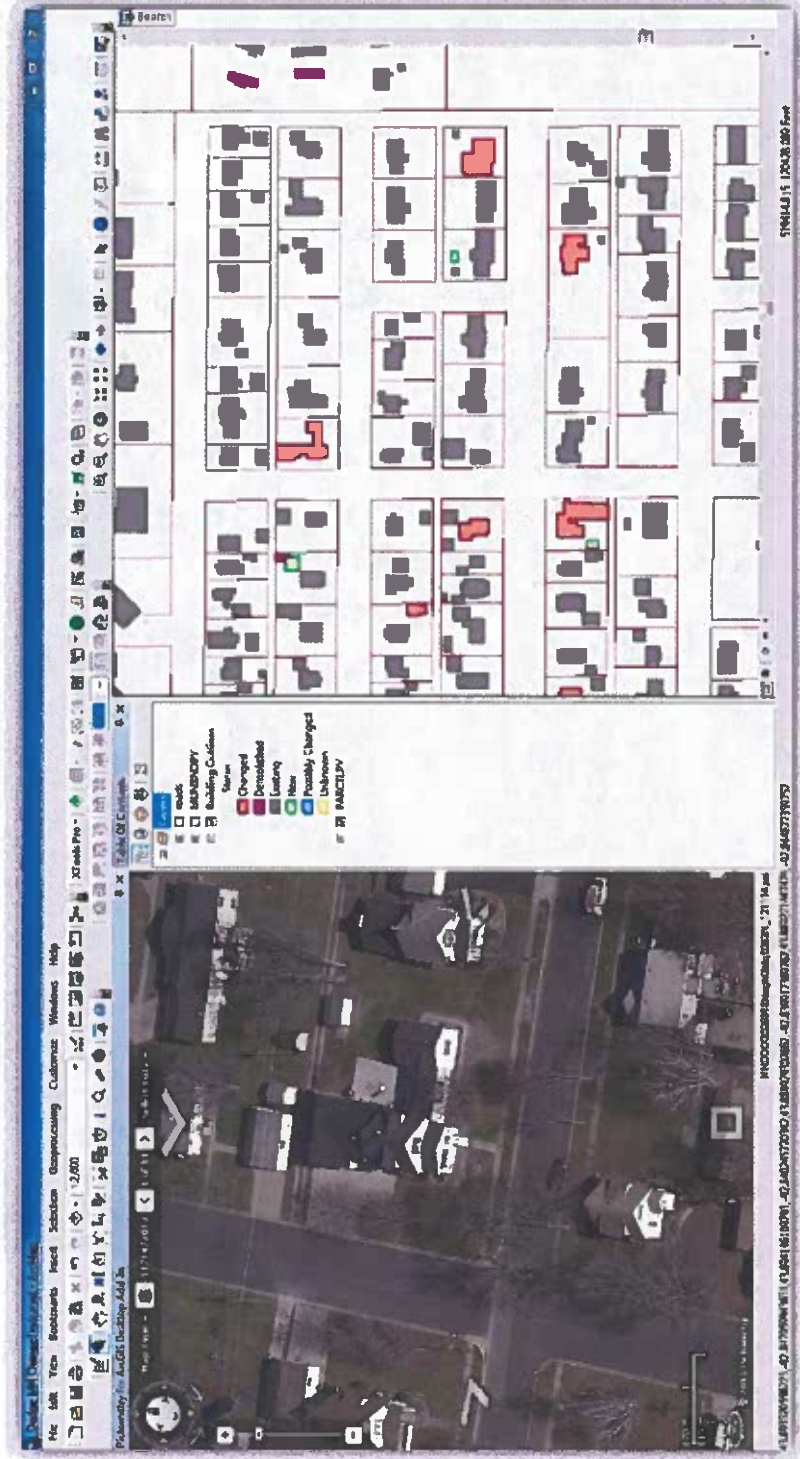
(Southern Software, CentralSquare, Motorola, Tyler, Spillman, Superior, etc...)



- Helps Locate Callers
- Verify Addresses
- An “eye in the sky,” conveying pertinent information to those on the scene
- Daytime imagery view at night
- MobileCAD

PICTOMETRY FOR ARCGIS DESKTOP / ARCPRO

View your oblique library from within Esri software



Public Access

The screenshot displays a web application interface for Surry County, North Carolina. The top navigation bar includes the Surry County logo and the text "Surry County North Carolina". On the right side of the top bar, there are icons for search, home, and other navigation functions, along with the text "County Home Page | Help".

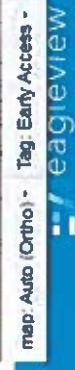
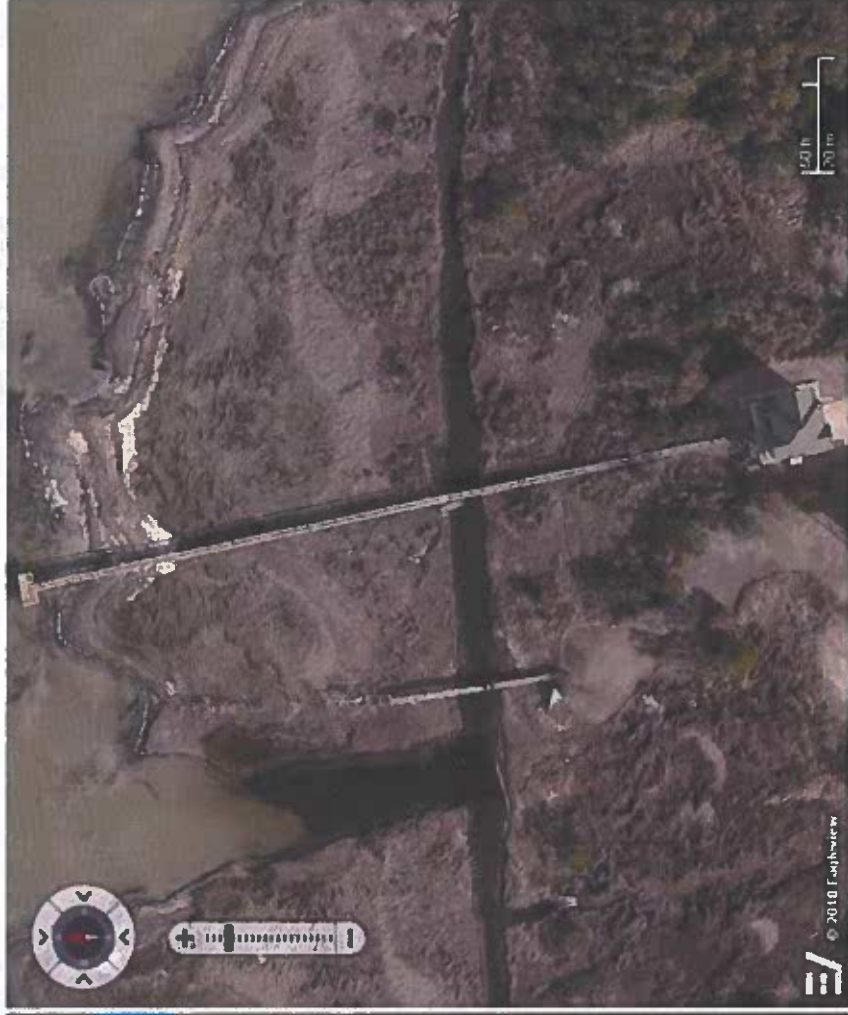
The main content area is split into two sections. The left section is a search results panel with the following content:

- Search: Results List
- Clear Zoom To Options
- 2 records found**
- WILSON MICHAEL WAYNE
120 MAGICAL WATER LN
MOON AIRN NC 27104-8881
Parcel ID: 5500014632C
- WILSON MICHAEL GRAY
WILSON THERESA
127 WILSON RD
MOON AIRN NC 27105-4174
Parcel ID: 502506765 E
- Zoom Details

The right section is an aerial map showing a residential area with several houses, a street, and a utility pole. The map includes a compass and navigation controls. Below the map, there is a "Close Dialog" button.

Disaster Response - Damage Assessment

CONNECTEXPLORER



eagleview

Emergency Management



ChangeFinder & SketchCheck



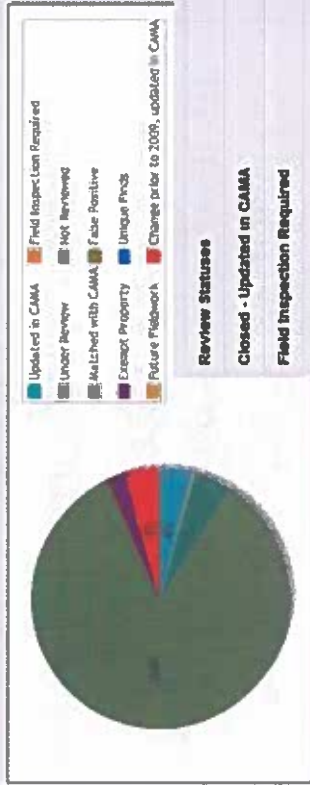
SketchCheck

- Verify accuracy of your CAMA sketches from your desk
- Sketches are categorized by degree of consistency
 - Match
 - Minor Mismatch
 - Major Mismatch



ChangeFinder - Track Results

Overall Project Summary



Review Statuses	unknown	demolished	changed	existing	new	Total
Closed - Updated in CAMA	6	178	342	192	248	968
Field Inspection Required	0	0	0	11	0	11
Under Review	0	3	6	42	21	74
Not Reviewed	0	0	0	1,100	1	1,101
Closed - Matched with CAMA	65	1,530	668	16,625	1,282	20,170
Closed - False Positive	21	7	45	2	16	91
Exempt Property	6	35	21	440	34	538
Unique Finds	0	0	3	0	1	4
Future Fieldwork	0	0	0	0	4	4
Closed - Change prior to 2009, updated in CAMA	0	0	0	1,000	4	1,016
Total	98	1,783	1,088	19,418	1,607	23,973
Est. Value Change	\$8,730.00	\$-221,330.00	\$1,143,065.00	\$1,649,608.00	\$1,125,610.00	\$3,792,123.00
Download as CSV						
Total Reviewed						22,872
Total Closed						22,243
Percent of Work Reviewed (Excl. Existing)						99.98%

ChangeFinder Results – Guilford County, NC



- Net discovered value: \$50,458,169
- \$344,687 revenue to be realized per year at the current tax rate.
- Recouped investment in 1.3 years

Things we found



Things we found



Things we found



Realized Benefits of Pictometry Oblique Imagery & ChangeFinder – Guilford County

- Discovery of previously unknown structures – 2,688
- Removal of 861 demolished structures.
- **Increased tax revenue - \$344,687 every year since 2017**
- Improved accuracy of assessment records – 5,611 updates / 280,326 total structures in County (**98% accuracy rate**)
- Reduced time & expense of field review – \$1,575,000 in savings
- Less appraisal staff needed to conduct Revaluation
- **Recouped investment in 1.3 years**
- Increased public confidence in the accuracy of the appraisal record

EAGLEVIEW CHANGEFINDER

- Cost vs Benefit
- Budgeted Amount: \$488,000
- One Year Revenue Discovered: \$342,378
- Total Revenue Discovered YTD: \$1,369,511

EAGLEVIEW SKETCHCHECK



EAGLEVIEW SKETCHCHECK

- For the 2021 Revaluation, we budgeted \$480,000.
- About \$2.50 a parcel.
- When we finished reviewing major differences only.
- We discovered over \$72,247,974 of missed value.
- For our County, that works out to about \$560,000 in tax revenues in the first year.

EAGLEVIEW SKETCHCHECK

- Advantages:
 - The cost savings.
 - We still get reliable information.
 - We identified problem areas and allocated our resources accordingly.
 - Appraisers were able to include the project into their regular work schedule.



eagleview™

Training & Support

Training & Support

- Completely covered at no additional cost to the County
 - No “limit” to training or support hours available
- Dedicated Technical Trainer
- On-site Training when possible
- Virtual Training
 - Attend a custom sessions from your desk
 - Attend monthly generic sessions
 - Recording available
- Self-paced
 - Brand New Training Website
 - Documentation
 - Videos
- Custom documents
- RTM Outreach



Imagery capture options (pixels/resolution)

- Countywide 2-3in ortho/oblique
- Countywide 5-6in ortho/oblique
- Countywide combination 2/3in & 5/6in ortho/oblique



2in pixels



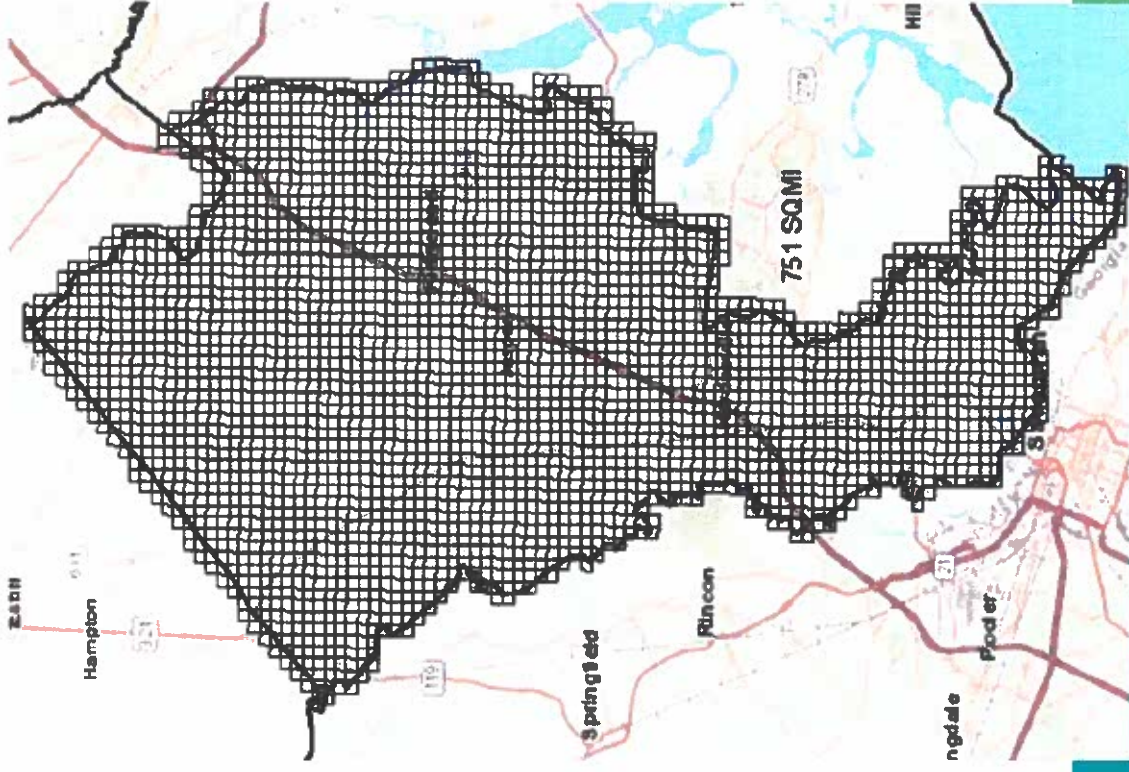
3in pixels



5-6in pixels

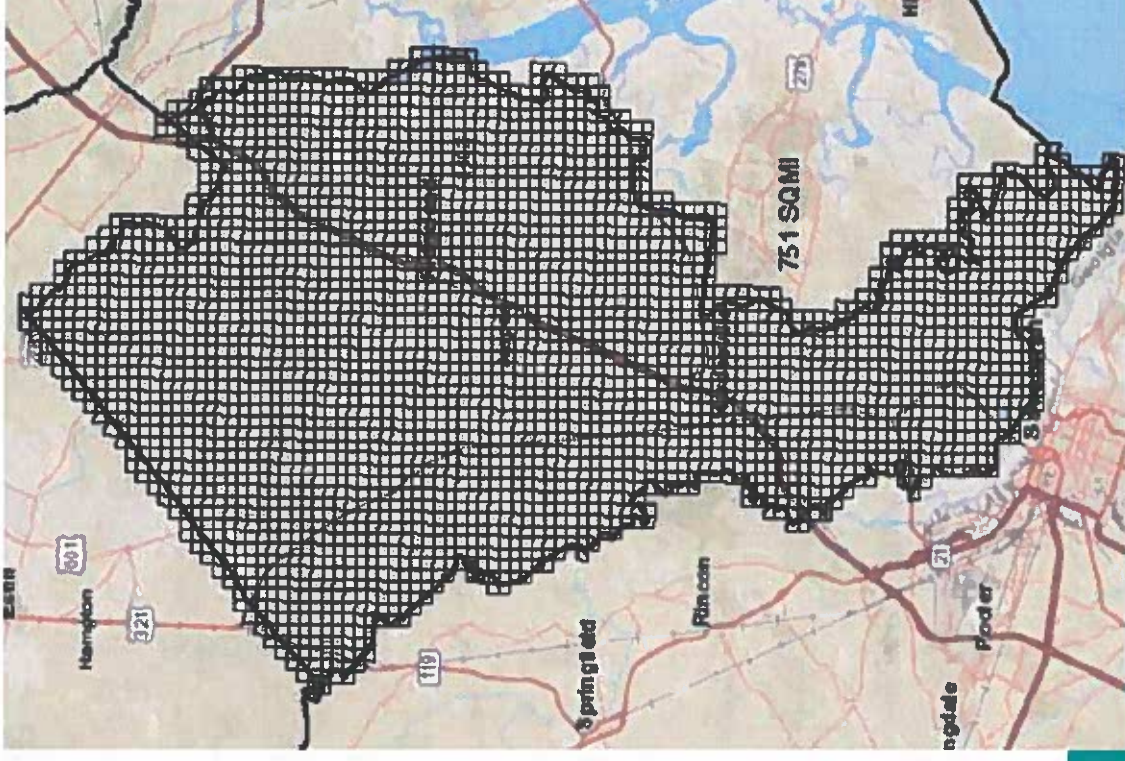
Capture options

- Countywide 5-6in ortho/oblique
- 751 square Miles (sectors)
- \$129,259.00 total
- Includes the following:
 - Countywide 5-6in ortho/oblique
 - 3 years of CONNECT access
 - All training (admin and end-user)
 - Advanced training for 1 person
 - Unlimited technical support
 - Disaster Response Program
 - Software Maintenance/Upgrades
 - Integration with CAMA/911/GIS
 - Access to surrounding counties
 - Multi-year payments:
 - Over 2 years (\$64,629.50/year)
 - Over 3 years (\$43,086.33/year)



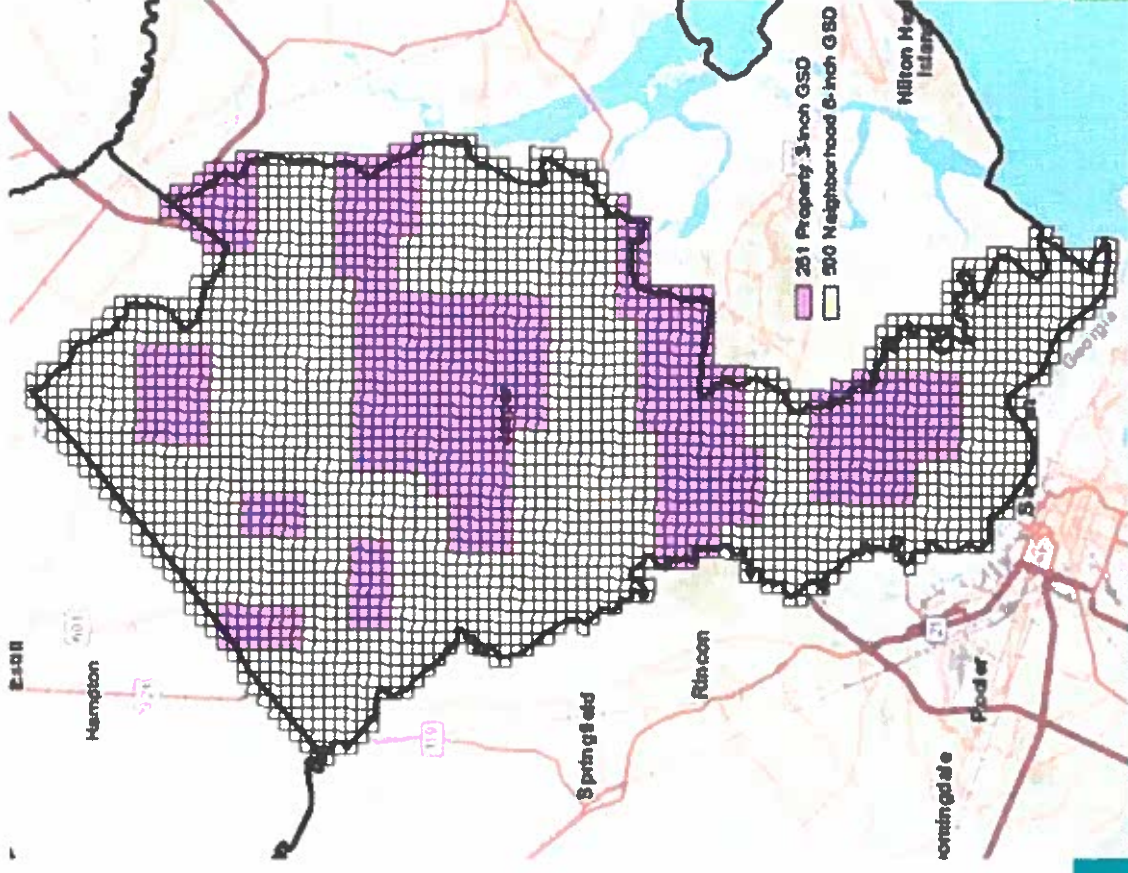
Capture options

- Countywide 2-3in ortho/oblique
- 751 square Miles (sectors)
- \$279,459.00 total
- Includes the following:
 - Countywide 2-3in ortho/oblique
 - 3 years of CONNECT access
 - All training (admin and end-user)
 - Advanced training for 1 person
 - Unlimited technical support
 - Disaster Response Program
 - Software Maintenance/Upgrades
 - Integration with CAMA/911/GIS
 - Access to surrounding counties
 - Multi-year payments:
 - Over 2 years (\$139,729.50/year)
 - Over 3 years (\$93,153.00/year)



Capture options

- Combination 2-3in & 5-6in ortho/oblique
- 751 Total Square Miles of 3in and 6in
 - 251 sqmi of 2-3in and 500 sqmi of 5-6in
- \$179,459.00 total
- Includes the following:
 - Countywide 2-3in/5-6in ortho/oblique
 - 3 years of CONNECT
 - All training (admin and end-user)
 - Advanced training for 1 person
 - Unlimited technical support
 - Disaster Response Program
 - Software Maintenance/Upgrades
 - Integration with CAMA/911/GIS
 - Access to surrounding counties
 - Multi-year payments:
 - Over 2 years (\$89,729.50)
 - Over 3 years (\$59,819.67)





Questions / Discussion / Follow-up

Consent Agenda Item # 26



JASPER COUNTY COUNCIL
Special Called

COUNCIL MEETING

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

Tuesday, June 20, 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 Simmons, County Attorney David Tedder, Kimberly Burgess, and Videographer Jonathan Dunham.

Chairman Sauls called the Council Meeting to order at 11:06AM. 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.* The Pledge of Allegiance was given and the Invocation was led by Councilman Adkins.

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 – Auditor and Treasurer**

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.

Motion to return to go into executive session: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

Minutes
06.20.2023

The regular session began at the conclusion of the Executive Session.

Return to Open Session

Motion to return to open session: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

Action coming out of Executive Session: None

Pledge of Allegiance and Invocation:

The Pledge of Allegiance was given and Councilman Adkins gave the invocation.

Discussion of Agenda Items and Approval of the Agenda:

There was no discussion of the agenda items.

Motion to approve the agenda: Councilman Adkins

Second: Vice Chairwoman Clark

Vote: Unanimous

The motion passed.

PRESENTATIONS, PROCLAMATIONS AND RESOLUTIONS

Vice Chairwoman Barbara Clark – Proclamation presented to Verna Garvin for her years of service to Jasper County as County Treasurer.

The Proclamation for years of service was given to Verna Garvin by Council. Chairman Sauls read the Proclamation. Council joined them down front of the podium for this reading of the proclamation and the proclamation presentation. Vice Chairwoman Barbara Clark presented Ms. Garvin the Proclamation for her position as Jasper County's County Treasurer.

David Tedder – Consideration of Resolution [#R-2023-10](#) to Authorize Jasper County to Obtain Blanket Fidelity Bond/Insurance to Cover Eligible County Officials And Employees Pursuant To The Authority Of § 4-11-65 Of The Code Of Laws Of South Carolina, And Matters Related Thereto.

Mr. Tedder was present to review and present this resolution which would authorize Jasper County to obtain a Blanket Fidelity Bond / Insurance to cover eligible County Officials and employees.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous
The motion passed.

Kimberly Burgess – Consideration of Resolution [#R-2023-11](#) allocating \$175,240 of the ARPA funds received by Jasper County to be paid to the Regional House Trust Fund.

Ms. Burgess was present to review and discuss this resolution request to allocate \$175,240 of the ARPA Funds that were received by Jasper County to be paid to the Regional Housing Trust Fund.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

PUBLIC HEARINGS AND ACTION ITEMS

Kimberly Burgess – Consideration of the **3rd reading** of Ordinance [#O-2023-09](#) to provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1st, 2023 and ending June 30th 2024 and to make appropriations for said purposes; to adopt and approve the Jasper County capital and operations budget for fiscal year 2023-2024, to adopt and approve the Jasper County School District capital and operations budget for fiscal year 2023–2024; to provide for the levy of taxation for fiscal year 2023–2024; and matters thereto.

(1st reading 05.01.2023; Public Hearing and 2nd reading 05.15.2023; 3rd reading tabled at 06.05.2023 meeting)

Ms. Burgess was present to discuss the Consideration of the 3rd reading of Ordinance [#O-2023-09](#) to provide for the levy of tax for public purposes in Jasper County for the fiscal year beginning July 1st, 2023 and ending June 30th 2024 and to make appropriations for said purposes; to adopt and approve the Jasper County capital and operations budget for fiscal year 2023-2024, to adopt and approve the Jasper County School District capital and operations budget for fiscal year 2023–2024; to provide for the levy of taxation for fiscal year 2023–2024.

Motion to approve and accept Budget provided by County Administrator and the Finance Department:

Vice Chairwoman Clark

Second: Councilman Adkins

Vote:

Councilman Adkins: Yes

Vice Chairwoman Clark: Yes

Councilman Garbade: No

Councilman Kemp: No

Chairman Sauls: No

The motion did not pass.

Chairman Sauls asked if there were any other motions on the floor. There was no other motion made at this time. Councilman Garbade said that he told his constituents he would not vote for a tax increase. Ms. Burgess noted that the millage rate for the County had remained the same. Ms. Burgess said it went up because of the assessed value of property and that is why the tax total had gone up. She noted that the state law required the County to reassess property every 5 years. The increase was due to the increase of the assessed value.

Vice Chairwoman Clark said she didn't understand why this had been voted down. Councilman Kemp said he was very uncomfortable with the budget. Chairman Sauls discussed his concerns with the County not raising the millage rate and having to operate under the same current millage rate, but the school system asked for a 26.5 mill increase for operations, which could be taken out of the fund balance. He said if the County operates under the current millage that he couldn't see why the school system could not do so as well. Vice Chairwoman Clark asked Dr. Anderson to explain the two differences. Dr. Anderson said that they were not asking for a debt service mill increase which would tax residents. She said they were asking for an operational increase which would only affect businesses. Dr. Anderson discussed further the need for the school district to have the additional millage increase. She discussed and noted capital projects from the 1 cent that failed. She noted that 85% of their budget was personnel in all areas. She said they were not here to ask for money to fund the capital projects. She noted she came before Council in June and gave Council several handouts and one of those listed all of the capital projects that had been included in their fund balance. She said this was because there was a question as to what they were using their fund balance for, and that Council wanted specific information so I provided that to you. She mentioned that what they saw in that is that fund balance is what is being funded not just the fund balance but also Ester Funds being received from the Federal and State governments. There is not a connection between the two and asked that the record reflected this information. She said she would never ask for anything that they do not need. She said they weren't asking for money to hold funds but were asking because we are suffering from a decrease in funds. We now must decide how to teach children and pay our teachers and staff. For further information on this item please see the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA . Mr. Tedder gave options of consideration for this item to be reconsidered.

Motion to reconsider: Chairman Sauls

Second: Vice Chairwoman Clark

Vote: 4 yes votes and 1 no vote from Councilman Garbade

The motion passed.

Motion to divide County Budget from the School Budget: Councilman Kemp

Second: There was no second.

The motion failed for a lack of a second.

Motion to approve the Budget provided that the County Budget and the School Budget remain the same as the same as FY22-23 with no millage rate increase: Chairman Sauls

Second: Vice Chairwoman Clark

Vote:

Councilman Kemp: Yes

Councilman Adkins: No

Chairman Sauls: Yes

Vice Chairwoman Clark: Yes

Councilman Garbade: No

The motion passed.

David Tedder – Consideration of the **3rd reading** of Ordinance **[#O-2023-11](#)** of Jasper County Council establishing a Temporary Moratorium on Applications, Administrative Processing and Permitting for approval of Large Residential Subdivisions, Major Subdivisions, Commercial Development Projects and Signage within the described Euhaw Broad River Planning Area, providing for exceptions from the Temporary Moratorium; invoking application of the pending Ordinance Doctrine; and matters related thereto.

(1st reading 05.15.2023; Public Hearing and 2nd reading 06.05.2023)

Mr. Tedder was present to review and present this ordinance which would establishing a Temporary Moratorium on applications, administrative processing and permitting for approval of large residential subdivisions, major subdivisions, Commercial Development Projects and signage within the described Euhaw Broad River planning area and providing for exceptions from the Temporary Moratorium.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

David Tedder – Consideration of **3rd reading** of Ordinance **[#O-2023-02](#)**, to amend the Jasper County Code of Ordinances, including Article IV, *Boards and Commissions* of Chapter 2, *Administration*, so as to amend Division 7, *Jasper County Aeronautics Commission*, including provisions regarding the appointment, qualifications, duties, and responsibilities of the Aeronautics Commission; to amend certain provisions of Chapter 29 to the Jasper County Code of Ordinances, *Aviation*, so as to make clarifications and amendments to certain standards, rules and regulations; and providing for corrections and amendments to the Template Leases approved by County Council pursuant to Ordinance 19-14 and related matters regarding the aeronautical and other activities at the Ridgeland – Claude Dean Airport, and matters related to the foregoing. *(1st reading 01.17.2023; 2nd reading tabled at 02.06.2023 meeting until a workshop; 2nd reading 06.05.2023)*

Mr. Tedder was present to review and present this ordinance which would amend the Jasper County Code of Ordinances, including Article IV, *Boards and Commissions* of Chapter 2, *Administration*, so as to amend Division 7, *Jasper County Aeronautics Commission*, including provisions regarding the appointment, qualifications, duties, and responsibilities of the Aeronautics Commission; to amend certain provisions of Chapter 29 to the Jasper County Code of Ordinances, *Aviation*, so as to make clarifications and

amendments to certain standards, rules and regulations; and providing for corrections and amendments to the Template Leases approved by County Council pursuant to Ordinance 19-14 and related matters regarding the aeronautical and other activities at the Ridgeland – Claude Dean Airport, and matters related to the foregoing.

Motion to approve: Vice Chairwoman Clark

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

At 12:25PM Vice Chairwoman Clark took over the meeting for Chairman Sauls.

CITIZEN COMMENTS

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.

Richard Dean was present to discuss the airport.

Administrator's Report:

Mr. Fulghum's report was in the packet and he was available for questions.

For additional information on this County Council Meeting, please visit our website for the E-Packet or for the video go to https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA .

Adjourn:

Motion to Adjourn: Councilman Adkins

Second: Councilman Garbade

Vote: Unanimous

The workshop adjourned.

Respectfully submitted:

L. Martin Sauls IV
Chairman

Wanda H. Simmons
Clerk to Council

Minutes
06.20.2023



JASPER COUNTY COUNCIL WORKSHOP AND COUNCIL MEETING

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

Monday, July 17, 2023

MINUTES

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

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

Chairman Sauls called the 5pm Council Meeting to order and 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.* The Pledge of Allegiance was given and the Invocation was led by Councilman Adkins.

Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [Exit 3; Election Matters; Litigation Update Including Personnel Matters; IGA's with the City of Hardeeville \(Communication Tower and Workforce Training Initiative\); Medical Control Physician Contract for Services with Jasper County Emergency Services Fire and Rescue Division; Airport Matters](#)

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – [Jasper Ocean Terminal; Prospect Update](#)

Motion to go into executive session: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

The regular session began at the conclusion of the Executive Session.

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.**

Return to Open Session at 6:30PM:

Motion to return to open session: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Action coming out of Executive Session:

Motion to authorize the County Attorney to enter into a consent order in civil action#

2023CV2711000331: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Motion to authorize the County Administrator to negotiate a medical services contract for the Emergency Services Division with the primary candidate discussed in executive session in an amount not to exceed the amount discussed in executive session and in the event those negotiations fail then to negotiate with the second candidate on those terms for the same position: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Motion to authorize the County Administrator to execute a tolling agreement in civil action # 21-CP-27-0028 as discussed in executive session: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Motion to authorize the County Administrator to settle if possible two personnel claims discussed in executive session at mediation in an amount not to exceed amounts discussed in executive session:

Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Pledge of Allegiance and Invocation:

The Pledge of Allegiance was given, and Councilman Adkins gave the invocation. Chairman Sauls welcomed all guests to the meeting.

Discussion of Consent Agenda and Approval of Agenda Items:

Motion to approve agenda: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

CEREMONIES

Swearing in Ceremony and Oath of Office given by John Carroll to Megan Carroll Horton as the Jasper County Auditor

The Swearing in and Oath of Office was given by John Carroll to Megan Carroll Horton as the Jasper County Auditor.

Swearing in Ceremony and Oath of Office given by Nancy Gutierrez to Michael Skinner as the Jasper County Treasurer.

The Swearing in and Oath of Office was given by Nancy Gutierrez to Michael Skinner as the Jasper County Treasurer.

PRESENTATIONS AND PROCLAMATIONS

Proclamations:

David Tedder – Proclamation for the 2023 Gullah Geechee Nation Appreciation Week to Queen Quet.

No one was present to receive the proclamation.

PUBLIC HEARINGS AND ACTION ITEMS

Russell Wells – Public hearing and consideration of the **2nd reading** of Ordinance **[#O-2023-12](#)** Amending Chapter 9, *CIVIL EMERGENCIES*, by creating new Divisions, adopting restrictions and conditions regarding open burning of vegetation, leaves, and other materials, and matters related thereto. (*1st reading 05.15.2023*)

Chief Wells was present to address and review this item for the 2nd reading of Ordinance #O-2023-12 Amending Chapter 9, *CIVIL EMERGENCIES*, by creating new Divisions, adopting restrictions and conditions regarding open burning of vegetation, leaves, and other materials. The public hearing was opened but there was no one present to speak. The public hearing was then closed on this item.

Motion to approve: Councilman Kemp

Second: Councilman Garbade

Vote: Unanimous

The motion passed.

Danny Lucas - Ridgeland – Claude Dean Airport Terminal South Redevelopment Plan.

Mr. Lucas was present to address and review this item with Council for the Ridgeland – Claude Dean Airport Terminal South Redevelopment Plan. Mr. Lucas recommended approval of this item. There was some discussion about the masterplan and how Council wanted to proceed.

Motion to approve: Councilman Adkins

Second: Councilman Kemp

Vote:

Councilman Adkins: Yay

Chairman Sauls: Yay

Councilman Kemp: Nay

Councilman Garbade: Nay

It was a tie vote, so the motion did not pass at this meeting.

Lisa Wagner - Consideration of 1st reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 205 Pearlstine Drive, bearing Jasper County Tax Map Number 080-00-03-159 from the General Commercial Zone to the Industrial Development Zone on the Jasper County Official Zoning Map.

Ms. Wagner was present to address and review this item for the consideration of 1st reading of an ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 205 Pearlstine Drive, bearing Jasper County Tax Map Number 080-00-03-159 from the General Commercial Zone to the Industrial Development Zone on the Jasper County Official Zoning Map.

Motion to approve: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Lisa Wagner - Consideration of 1st reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer three (3) properties located along Honey Hill Road, bearing Jasper County Tax Map Numbers: 029-00-02-028, a 6-acre portion as shown on the attached exhibit; 029-00-02-079; and

029-00-02-086, from the Rural Preservation Zone to the Community Commercial Zone, and one (1) property located along Honey Hill Road bearing Jasper County Tax Map Number 029-00-02-061 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map.

Ms. Wagner was present to address and review this item for the consideration of 1st reading of an ordinance to amend the Official Zoning Map of Jasper County so as to transfer three (3) properties located along Honey Hill Road, bearing Jasper County Tax Map Numbers: 029-00-02-028, a 6-acre portion as shown on the attached exhibit; 029-00-02-079; and 029-00-02-086, from the Rural Preservation Zone to the Community Commercial Zone, and one (1) property located along Honey Hill Road bearing Jasper County Tax Map Number 029-00-02-061 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map.

Motion to approve: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Kimberly Burgess - Public Hearing and consideration of Resolution [#R-2023-12](#) pursuant to Section 2-415 (a) of the Jasper County Code of Ordinances, finding unusual and extraordinary circumstances exist to justify an exemption for the proposed purchase of goods and/or services required to achieve compliance with certain Minimum Standards for Local Detention Facilities in South Carolina from the bidding and other requirements of the Jasper County Purchasing and Contracting Ordinance, and authorizing the County Administrator to create the contracts and obtain the services on behalf of Jasper County, and matters related thereto.

Kimberly Burgess was present to address and review this item for the **consideration** of Resolution #R-2023-12 pursuant to Section 2-415 (a) of the Jasper County Code of Ordinances, finding unusual and extraordinary circumstances exist to justify an exemption for the proposed purchase of goods and/or services required to achieve compliance with certain Minimum Standards for Local Detention Facilities in South Carolina from the bidding and other requirements of the Jasper County Purchasing and Contracting Ordinance, and authorizing the County Administrator to create the contracts and obtain the services on behalf of Jasper County. The public hearing was opened but there was no one present to speak. The public hearing was then closed on this item.

Motion to approve: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Michael Skinner – Presentation of Professional Services Proposal with three+one for cashVest Liquidity & Treasury Analyses.

Mr. Skinner and Tyler Frame were present to review and discuss this request and presentation of Professional Services Proposal with three+one for cashVest Liquidity & Treasury Analyses to Council.

Motion to approve: Councilman Kemp

Second: Councilman Garbade

Vote:

Councilman Adkins: Nay

Chairman Sauls: Yay

Councilman Kemp: Yay

Councilman Garbade: Yay

The motion passed.

CITIZEN COMMENTS

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.

Jeanne Francisco, Ridgeland Branch NAACP (Rev. Alvin Harris) Single Member Districts, Sylvester King, Dasha Busby signed up to speak before Council on various topics.

Administrator's Report

Mr. Fulghum was present to review and discuss his report with Council.

Motion to approve: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

CONSENT AGENDA

Andrew Fulghum – Consideration of appointments to the Grievance Committee.

Andrew Fulghum – Consideration of professional services proposal to prepare a new County Equal Employment Opportunity Plan.

Approval of the minutes 04.17.2023 and 04.21.2023.

Motion to approve the consent agenda: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

END OF CONSENT AGENDA

Council Members Comments:

Councilmember Comments were given but there were no comments that required action.

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/channel/UCBmloqX05cKAsHm_ggXCjIA .

Adjournment:

Motion to Adjourn: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The meeting adjourned at 8:14pm.

Respectfully submitted:

L. Martin Sauls IV
Chairman

Wanda H. Simmons
Clerk to Council



JASPER COUNTY COUNCIL
SPECIAL CALLED
VIRTUAL COUNCIL MEETING

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

July 20, 2023
Minutes

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

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda H. Simmons (not on video), County Attorney David Tedder and Videographer Jonathan Dunham. **Also Present:** Ryan Romano

Chairman Sauls called the meeting to order at 9:00AM. The Clerk's Report of Compliance with the Freedom of Information Act was read 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.*

The Invocation was given by Vice Chairwoman Clark.

Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [Exit 3](#)

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.**

Return to Open Session:

Motion to return to open session: Councilman Kemp

Second: Adkins

Vote: Unanimous

The motion passed.

Motion to approve a resolution as discussed in Executive Session for Exit 3: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

For additional information on this special called meeting, go to <https://www.youtube.com/watch?v=8J54OAdzPxl> .

Motion to adjourn: Councilman Kemp

Second: Adkins

Vote: Unanimous

The motion passed.

The meeting adjourned.

Respectfully submitted:

L. Martin Sauls IV
Chairman

Wanda H. Simmons
Clerk to Council

AGENDA

ITEM # 27

Council Member Comments