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Citizens may sign up to speak in person at the Council Meeting before the regular meeting starts on the Public Comments Sign-in Sheet outside the Council Chambers Doors to address County Services and Operations. Presentations are limited to 3 minutes per person, and total input is limited to 30 minutes. Written comments must be submitted by 1 PM on the meeting date by emailing [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) (Ordinance #08-17)

To participate in a **Public Hearing for a specific agenda item**, email written public comments to [comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) by 1:00 PM on Monday, December 15, 2025, or sign in on the colored Public Hearing Sign-in Sheet outside the Council Chambers Doors before the meeting starts. Public Hearing comments are limited to 3 minutes per person.

Agenda support (e-packet) can be found at:

<https://www.jaspercountysc.gov/government/council/county-council-agendas-e-packets-and-minutes/>

For more information, call 843-717-3696. Instructions may also be found at the Jasper County website [www.jaspercountysc.gov](http://www.jaspercountysc.gov)



# JASPER COUNTY COUNCIL COUNCIL WORKSHOP AND MEETING

Jasper County Clementa C. Pinckney Government Building  
358 Third Ave., Ridgeland, SC. 29936

Monday, December 15, 2025

## AGENDA

### 5:30 PM Workshop

- Ridgeland Claude Dean Airport 5-year Capital Improvement Plan (CIP)
- Discussion of a Draft schedule of 2026 County Council Schedule Meeting Dates for approval at the January 5, 2026, meeting

### 6:00 PM Council Meeting

➤ Please silence your phones during the Meeting.

#### 1. Call the Council Meeting to Order by Chairman Kemp

*Clerk's Report of Compliance with the Freedom of Information Act: In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.*

#### 2. Pledge of Allegiance and Invocation:

#### 3. Approval of the Consent Agenda:

Approval of the Consent Agenda passes all Consent Agenda Items. Consent Agenda Items are not considered separately unless a Councilmember requests it. In the event of such a request, the item is placed at the end of the Public Hearings, Ordinances, and Action Items.

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#### CONSENT AGENDA ITEMS:

#### 4. Approval of the Minutes 07.28.2025 and 08.11.2025

5. **Taylor Boykin** – Consideration of the **3<sup>rd</sup> Reading** of Ordinance **#O-2025-32** authorizing the execution and delivery of a special source revenue credit agreement by and between Jasper County, South Carolina and Palmetto Plastics Innovations LLC, a company also known as Project Pilgrimage, with respect to certain economic development property in the county, whereby such property will receive certain special source credits; and other matters related thereto. (1<sup>st</sup> reading 10.20.2025; Public Hearing 11.17.2025; 2<sup>nd</sup> reading 12.01.2025) (Project Pilgrimage)

*This is the end of the Consent Agenda Items.*

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6. Approval of the Regular Agenda:

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PROCLAMATION:

7. [Chairman Kemp](#) – Proclamation to the wives of the Jasper County Councilmen.

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PRESENTATION:

8. [Lisa Wagner](#) – Presentation on the Euhaw - Broad River Planning Area.

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9. CITIZEN COMMENTS:

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Open Floor to the Public per Ordinance Number #08-17. Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's 6:00 PM start time on the Sign-In Sheet on the Podium), to address the Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person, and total public input will be limited to 30 minutes.

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RESOLUTIONS

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10. [Wanda Giles](#) - Consideration of Resolution [#R-2025-67](#) A Resolution of Jasper County, South Carolina to Reappoint Two Representatives to the Jasper County Planning Commission.

11. [Mike Skinner](#) – Consideration of Resolution [#R-2025-68](#) A Resolution of Jasper County, South Carolina, Approving the Use of Budgeted Funds for Supplemental Salaries; and Other Matters Related Thereto.

12. [Kimberly Burgess](#) - Consideration of Resolution [#R-2025-69](#) A Resolution of Jasper County, South Carolina, to purchase the 60' x 60' Modular Building and Step/Deck currently serving as the Airport Terminal.

13. [Kimberly Burgess](#) - Consideration of Resolution [#R-2025-70](#) A Resolution of Jasper County, South Carolina, To Approve The Sole Source Procurement Of Pediatric Medication Software And Related Services For Jasper County Emergency Services Division Pursuant To The Jasper County Purchasing And Contracting Ordinance, And Matters Related Thereto.

14. [Andrew Fulghum](#) – Consideration of a Resolution [#R-2025-71](#) To Approve and Adopt an Assessment Collection and Disbursement Agreement Among the Jasper County, Jasper County Treasurer, Jasper County Auditor, and the City Of Hardeeville (Hilton Head Lakes West Improvement District); and Other Matters Related Thereto.

15. [Andrew Fulghum](#) – Consideration of a Resolution [#R-2025-72](#) A Resolution of the Jasper County Council Authorizing the Engagement of Burr & Forman as Interim Local Attorney for General Governmental Matters; Authorizing the County Administrator to Execute an Engagement Letter for Same; and Other Matters Relating Thereto. (IGA)

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PUBLIC HEARINGS, ORDINANCES, AND ACTION ITEMS

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16. **Lisa Wagner** - Consideration of **1<sup>st</sup> Reading** of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer two properties located along Pearlstine Drive, 1) bearing Jasper County Tax Map Number 080-00-03-044 consisting of 4.12 acres from the Mixed Business Zone to the Industrial Development Zone; and 2) bearing Jasper County Tax Map Number 080-00-03-121 consisting of 0.82 acres from the General Commercial Zone to the Industrial Development Zone on the Jasper County Official Zoning Map.

17. **Lisa Wagner** - Consideration of **1<sup>st</sup> Reading** of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property located at 282 Nelsons Court, bearing Jasper County Tax Map Number 039-00-09-004, consisting of 5.0 acres from the Residential Zone to the Rural Preservation Zone on the Jasper County Official Zoning Map.

18. **Kimberly Burgess** – **Public Hearing** and Consideration of the **3<sup>rd</sup> Reading** of Ordinance **#O-2025-36** of Jasper County Council to Authorize and Ratify the Imposition of New Fees, and Matters Related Thereto. (*1<sup>st</sup> Reading 11.17.2025; 2<sup>nd</sup> reading 12.01.2025*)

19. **Kimberly Burgess** – **Public Hearing** and Consideration of the **2<sup>nd</sup> Reading** of Ordinance **#O-2025-37** to Provide for the Issuance and Sale of Not to Exceed \$150,000,000 General Obligation Bonds of Jasper County, South Carolina Pursuant to the Authority and Direction of the Favorable Results of the Referendum Conducted on November 5, 2024; to Prescribe the Purposes for which the Proceeds Shall Be Expended; to provide for the Payment Thereof; and Other Matters Relating Thereto. (*1<sup>st</sup> Reading 11.17.2025*)

20. **Lisa Wagner** - **Public Hearing** and Consideration of the **1<sup>st</sup> Reading** of an Ordinance Approving a Development Agreement by and between JH Hiers Construction, LLC., Hiers Pine Level, LLC. and Jasper County, Regarding Real Property Known as TMP # 052-00-03- 012, Consisting of Approximately 264.53 Acres, Pursuant to the South Carolina Local Government Development Agreement Act and Article IV, Title 20 of the Code of Ordinances of Jasper County, and Authorizing the Chairman of Jasper County Council to Execute said Development Agreement. (*Pine Level DA*)

21. **Jim Iwanicki** - Presentation, Consideration and Approval of Bids for the Honey Hill Battlefield Driveway Sight Clearing Project.

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22. Administrator's Report:

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23. Councilmember Comments and Discussion:

24. 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 – **(1) Attorney**

(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 – (1) [Heather Rath Consulting](#); (2) [Exit 3](#)

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR THE PURPOSE 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.**

25. Return to Open Session

26. Council Action to be taken on items as discussed in Executive Session

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

27. Adjournment:

***Special Accommodations Available Upon Request to Individuals with Disabilities***, please contact the Jasper County ADA & Civil Rights Coordinator, ***Tisha Williams*** in person at 358 Third Avenue, Ridgeland, South Carolina, by telephone at ***(843) 717-3690*** or via email at [jadministrator@jaspercountysc.gov](mailto:jadministrator@jaspercountysc.gov) no later than 48 hours prior to the scheduled meeting.

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CONSENT

AGENDA

ITEM # 4



**JASPER COUNTY COUNCIL**  
**SPECIAL CALLED WORKSHOP**  
**Jasper County Clementa C. Pinckney Government Bldg**  
**358 3<sup>rd</sup> Avenue Ridgeland, SC 29936**  
**Monday, July 28, 2025**  
**Minutes**

**Officials Present:** Chairman John Kemp, Vice Chairman Joey Rowell, Councilman Chris VanGeison, Councilman Joe Arzillo.

**Staff Present:** County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, County Attorney David Tedder, Kimberly Burgess, Lisa Wagner, James Iwanicki, and Videographer Jonathan Dunham.

**1. Call to Order of the Jasper County Council Meeting by Chairman Kemp**

Chairman Kemp called the meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.*

The Pledge to the Flag was given and the Invocation was given by Councilman Rowell.

**Approval of the Agenda:**

**Motion to approve:** Councilman VanGeison

**Second:** Councilman Rowell

**Vote:** Unanimous

The motion passed.

**Workshop Topics:**

○ **Impact Fees**

Mr. Fulghum presented a brief overview of the countywide impact fee study. He noted that Mr. Carson Bise was unable to attend due to flight delays from Maryland but is expected later that afternoon to conduct work in Peer, Georgia, necessitating rescheduling his visit with Council. It was agreed that face-to-face time with Mr. Bise was essential.

It was discussed that the effort to formalize countywide impact fees according to state statute began in 2019, influenced by Beaufort County's study (which also used Mr. Bise). Mr. Bise was hired in December 2020, with work beginning in early 2021. The resulting data and budgetary information are now dated and require updating, though all templates remain. A key outcome of this exercise was the detailed work done on transportation projects, which helped the municipalities agree on the road projects that formed the basis of

the transportation sales tax effort. It was noted that the development and adoption must start with the Council, be reviewed by the Planning Commission, and then return to the Council. It was also noted that fees in municipalities are only collectible within those municipalities if the jurisdictions agree to participate.

It is important to note that Impact Fees must be spent within three years of their *scheduled* expenditure date, which has caused problems for other counties that had to refund money and some examples were provided. Fees must demonstrate a reasonable nexus to actual growth and cannot be used for existing infrastructure wishes. State statute allows impact fees for water, wastewater, transportation, solid waste, storm water, public safety (police, fire, and EMS), parks and recreation, libraries, and schools. The former council did not initially choose law enforcement. The fees were countywide and had been divided into southern and northern sections to account for varying growth dynamics.

Council expressed strong concern that adding impact fees on top of existing zoning and permitting fees would increase costs before construction begins, undermining efforts toward affordable housing. It was discussed that the county was many years late to the table regarding impact fees. A concern was raised that fees are based on the residential equivalent unit. Councilman Arzillo emphasized that the Council should stop being so generous with Planned Development Districts (PDDs) and Development Agreements. It was suggested that developers should pay the true cost of impact. It was also noted that Impact Fees primarily target new growth, not existing residents. As for the next step, Mr. Fulghum would be consulting with Mr. Bise to discuss the Council's input. Then they will work toward obtaining updated and accurate numbers so a decision could be made after reviewing current data.

#### ○ **Accessory Structures**

Ms. Lisa Wagner presented notes on the proposed ordinance amendment regarding accessory structures. The proposed amendment was sent back to the Planning Commission (PC) on June 2, 2025. After reviewing regulations from Buford, Colleton, Orangeburg, and Berkeley Counties, the PC was clear that size limitations should remain. It was noted that the current Jasper County restrictions for accessory structures are limited to 800 square feet or 25% of the principal structure's ground floor area in residential districts. It was noted that neighboring county standards in Colleton and Orangeburg Counties regulate based on building placement and setbacks but do not impose size limitations on accessory structures.

The proposed proposal included varied size limitations based on acreage, potentially up to 3,500 sq. ft. for lots 5 acres and greater. Staff recommended allowing structures up to 50% of the principal structure size for lots over half an acre and adding a definition to exempt bona fide agricultural structures (such as barns, silos, and greenhouses). Council members expressed concern about imposing size limits, arguing that they interfere with the "rural Americana" way of life. They discussed the fact that owners should be able to build a structure of any size as long as they meet setbacks, prevailing building codes, and pull the correct permits. The Council directed staff to move forward with amending the ordinance to prioritize setbacks and code compliance over arbitrary size limitations, aligning with the approach taken by Colleton and Orangeburg Counties.

#### ○ **General Discussion**

##### **JARM/Animal Services:**

It was noted that the county was currently working with Beaufort County and Hilton Head Humane to manage the overwhelmed animal shelter. It was noted that the current facility is in a state of disrepair. Hilton Head Humane would be assisting with operations beginning August 1st. The long-term plans included the county taking over operations and building a new facility.

It was noted that there is a "healthy amount" of applicants for posted high-level positions, including Airport Manager and Deputy County Administrator.

**Upcoming and Future Meetings:**

Joint meetings were also discussed, such as the Airport Commission, which needed a joint meeting to discuss airport leasing and was set for the 13th (the Airport Commission's regularly scheduled meeting).

A workshop was proposed for early to mid-October to have constitutional officers (Clerk of Court, Auditor, School Board, Coroner, and Treasurer) present their budgets. This is a new process that will be open to the public via JC media. It was noted that the council aims to shorten formal meeting times by holding standalone workshops for complex issues.

A workshop on reassessment (being implemented this year) is scheduled for August 11th at 10:00AM. Other key upcoming topics include Capital Improvement Planning (CIP) and the bond issuance, and an explanation of the fire mill reallocation by Mr. Lawrence Flynn. Presenters for all workshops will be asked to provide information to the Council beforehand. A Transportation Tax Advisory Committee meeting is scheduled for Friday, August 22nd, at 10:00AM in the City of Hardeeville. Chairman Kemp asked Ms. Giles to verify with the City of Hardeeville for that date. Councilman VanGeison thanked Wanda Giles (Clerk to County Council) for her hard work, and Chairman Kemp thanked Councilman VanGeison for his work on animal control issues.

**Adjournment:**

**Motion to adjourn:** Councilman Arzillo

**Second:** Councilman Rowell

**Vote:** Unanimous

The motion passed, and the meeting adjourned.

For more information on this meeting, please go to our YouTube Channel for the video at [https://www.youtube.com/channel/UCBmlogX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmlogX05cKAsHm_ggXCJIA).

There are also Closed Captions available for all of our County Council videos. Just click the "CC" button to follow along.

**Respectfully submitted:**

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Wanda H. Giles  
Clerk to Council

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John A. Kemp  
Chairman



**JASPER COUNTY COUNCIL**  
**SPECIAL CALLED WORKSHOP**  
**Jasper County Clementa C. Pinckney Government Bldg**  
**358 3<sup>rd</sup> Avenue Ridgeland, SC 29936**  
**Monday, August 11, 2025**  
**Minutes**

**Officials Present:** Chairman John Kemp, Vice Chairman Joey Rowell, Councilman Chris VanGeison, Councilman Joe Arzillo and Councilman Gene Ceccarelli.

**Staff Present:** County Administrator Andrew Fulghum, Clerk to Council Wanda Giles, Chief Russell Wells, Susan Waite, Assessor Ms. Deani Hall, Appraiser and Videographer Jonathan Dunham.

**1. Call to Order of the Jasper County Council Meeting by Chairman Kemp**

Chairman Kemp called the meeting to order. The Report of Compliance with the Freedom of Information Act was read for the records as follows: *In accordance with South Carolina Code of Laws, 1976, Section 30-4-80(d), as amended, notification of the meeting and the meeting agenda were posted at least 24 hours prior to the meeting on the County Council Building at a publicly accessible place, on the county website, and a copy of the agenda was provided to the local news media and all person's or organizations requesting notification.*

The Pledge to the Flag was given and the Invocation was given by Councilman Rowell. Council welcomed new Councilmember Gene Ceccarelli to the Jasper County Council.

**Amend the Agenda:**

**Motion to amend the agenda to add an Executive Session to the agenda after the General Discussion per Section 30-4-70:** Councilman Rowell

Councilman Rowell read this executive session information for the record:

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. However, if an adversary hearing involving the employee or client is held, the employee or client has the right to demand that the hearing be conducted publicly. Nothing contained in this item shall prevent the public body at its discretion from deleting the names of the other employees or clients whose records are submitted for use at the hearing – (1) [Topic: Employee Reviews](#)

(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 – (1) [Topic: Items pertaining to the Treasurer](#)

The Chairman asked for any discussion on this item but there was none. Mr. Fulghum noted that there was not a parliamentarian, County Attorney present for Council. He noted that he was not sure about having a Special Meeting called when it was a Workshop. Chairman Kemp noted that holding a special meeting during a workshop is "normally not done," but was permissible due to "extenuating circumstances".

**Second:** Councilman Arzillo

**Vote:** Unanimous

The motion passed.

#### **Approval of the Agenda:**

**Motion to approve the agenda with the motion as it was amended:** Councilman Arzillo

**Second:** Councilman VanGeison

**Vote:** Unanimous

The motion passed.

#### **Workshop Topics:**

- ***Reassessment Process***

Susan Waite was present to address and discuss the Reassessment Process with Council.

The workshop featured presentations from Ms. Susan Waite, the County Assessor, and Ms. Deanie Hall, Appraiser.

The Assessor's Office Responsibilities and Reassessment was discussed to begin. It was noted that the Assessor's office is responsible for establishing a new market value on properties upon purchase, adding new structures and modifying values based on improvements (notified via building permits/certificates of occupancy), managing deeds and plats, and approving/denying legal residence and agricultural applications,. They also handle rollback tax bills when farm use changes. South Carolina law requires reassessment of real property every five years to ensure market value equalization. The new values for the current reassessment program, which began in 2023, will be based on a specified date of 12/31/2025 and implemented in 2026 with approximately 80% of inspections have been completed.

The office values a large number of properties simultaneously using standardized methods and statistical analysis. They study sales for market adjustments and use the cost approach derived from the nationally recognized cost estimator, Marshall and Swift. The number of parcels in the county has grown dramatically, increasing from approximately 18,000 in 2008 to 32,000 currently. Significant new growth has occurred in the City of Hardeeville, particularly in planned unit developments geared toward senior living, such as Del Webb and Margaritaville.

Although the office arrives at a new market value during reassessment, state law mandates a cap amount on the previous taxable value for properties that have not transferred ownership or undergone additions/improvements since the last reassessment. The office must submit findings to the state, including a

ratio study, to ensure new values are 100% of fair market value before receiving approval for the reassessment program.

#### Inspection Procedures and Appeals Process:

Appraisers perform field work where they work in teams, traveling in county vehicles with county seals, and wearing uniforms with county emblems and badges. They carry laptops, cameras, assessment sheets, and necessary applications. While inspecting parcels, staff take photos, look for changes (additions, demolitions, depreciation), and compare the physical structure to the assessment sheet. If significant changes are noted and no one answers the door, a door hanger with the appraiser's business card is left, and measurements are taken. Property owners are notified of their new values via a reassessment notice. The notice specifies that written objection must be filed within 90 days of the notice date (usually around July 1st). Owners may appeal based on market value, assessment ratio, or tax assessment, but not based on the amount of their tax bill.

The Assessor noted that the office, which currently has 13 staff members, is strained by simultaneously managing the reassessment process and handling a high volume of building permits (receiving over 100 permits per month from the building department). They rely on the building department for notifications of new construction and modifications. The Assessor requested two additional employees and is currently relying on one temporary employee. Council discussed the physical constraints of the current office space and suggested creating a satellite office, possibly in partnership with the City of Hardeeville, to service the growing southern end of the county. Concerns were raised regarding the digitalization of physical property cards (drawings and older photos), which are currently stored in paper format, and the potential need for a digital backup in case of fire. Although the digital files are backed up nightly by QS1, the physical cards themselves are not fully digitized. Real property depreciation is recognized when a property is poorly maintained (e.g., rotten wood, roof issues),. Manufactured homes also depreciate. Council discussed the mechanism where the numeric millage must be rolled back following a reassessment so that the county does not generate more revenue solely from the increased overall assessment value.

- ***General Discussion***

- **Resolution:** A draft resolution was presented regarding "TriShare," an initiative focused on child care where the employer, state, and individual all contribute to costs. This resolution is slated for the September meeting.
- **Ordinance:** An update was requested regarding the outbuildings ordinance from the Planning Commission, which is expected to come before Council on the 18th.
- **Suggestion:** Council members suggested that the Assessor's office work with Jonathan to produce a video addressing frequently asked questions about reassessment, to be shared on social media, to educate the public and reduce foot traffic and calls, especially before reassessment notices are mailed,.

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

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

- (2) 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. However if an adversary hearing involving the employee or client is held, the employee or client has the right to demand that the hearing be conducted publicly. Nothing contained in this item shall prevent the public body at its discretion from deleting the names of the other employees or clients whose records are submitted for use at the hearing – (1) Topic: Employee Reviews

(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 – (1) Topic: Items pertaining to the Treasurer

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

**Second:** Councilman Rowell

**Vote:** Unanimous

The motion passed.

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

**Second:** Councilman Ceccarelli

**Vote:** Unanimous

The motion passed.

**Action from Executive Session:** *There was no action to be taken from Executive Session.*

○ **Adjourn**

**Motion to adjourn:** Councilman Rowell

**Second:** Councilman Arzillo

**Vote:** Unanimous

The motion passed and the meeting adjourned.

For more information on this meeting please go to our YouTube Channel for the video at [https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA) . There are also Closed Captions available for all of our County Council videos. Just click the "CC" button to follow along.

**Respectfully submitted:**

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Wanda H. Giles  
Clerk to Council

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John A. Kemp  
Chairman

CONSENT  
AGENDA  
ITEM # 5

## **ORDINANCE NO. O-2025-32**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND PALMETTO PLASTICS INNOVATIONS LLC, A COMPANY ALSO KNOWN AS PROJECT PILGRIMAGE, WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY IN THE COUNTY, WHEREBY SUCH PROPERTY WILL RECEIVE CERTAIN SPECIAL SOURCE CREDITS; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Jasper County, South Carolina (the “County”) is authorized by Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1, Code of Laws of South Carolina 1976, as amended (the “Multi-County Park Act”), to enter into agreements with one or more contiguous counties for the creation and operation of joint county industrial and business parks, whereby the industrial development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

**WHEREAS**, the County is authorized by Section 4-1-175 of the Multi-County Park Act and Section 4-29-68, Code of Laws of South Carolina 1976, as amended (the "Infrastructure Credit Act") to provide infrastructure credits against payments in lieu of taxes to provide reimbursement to companies in respect of investment in infrastructure enhancing the economic development of the County, including improvements to real estate and personal property including machinery and equipment used in the operation of a manufacturing or commercial enterprise; and

**WHEREAS**, Freedom Industrial Partners, LLC (the "Developer") owns and has constructed a speculative building on property in the County more specifically described in Exhibit A hereto (the “Real Property”); and

**WHEREAS**, Palmetto Plastics Innovations LLC, a company also known as Project Pilgrimage (the “Company”) owns certain property located at 402 Marble Road, which is adjacent to the Real Property, in which it has established a manufacturing operation (the “Manufacturing Facility”) and now intends to enter into a lease agreement with the Developer as to the Real Property and to invest approximately \$7,000,000 in Real Property improvements and personal property (the "Personal Property") (such investment in the Real Property improvements and Personal Property, the “Investment”) and to create 10 new, full-time jobs (the “Jobs”) in order to expand the Company’s Manufacturing Facility (the “Project”) (collectively, the Real Property and the Personal Property shall be referred to herein as the "Property"); and

**WHEREAS**, the Property is subject to a Fee-in-Lieu of Taxes and Special Source Revenue Credit Agreement dated November 21, 2022 (the "2022 FILOT Agreement"), which provides for a fee-in-lieu of tax transaction and a 15 year 10% special source revenue credit; and

**WHEREAS**, the County Council of Jasper County (“County Council”) has agreed to assist the Company in connection with the Project by (i) maintaining the Project in a joint county industrial and business park established by the County with an adjoining South Carolina county pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act and (ii) pursuant to the Infrastructure Credit Act, providing certain infrastructure credits to the Company with respect to qualified Infrastructure used in the establishment and operation of the Project; and

**WHEREAS**, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Multi-County Park Act, and pursuant to that certain Agreement for Development of Joint County Industrial Park by and between Jasper County, South Carolina and Hampton County, South Carolina dated as November 21, 2022, as supplemented, modified or amended, and as such agreement may be further supplemented, modified, amended, or replaced from time to time (the “Park Agreement”), the County and Hampton County created a joint industrial business park to be located upon property geographically located in Hampton and Jasper Counties (the “Park”), which was approved by duly enacted ordinances of each of Hampton and Jasper Counties; and

**WHEREAS**, as an inducement for the Company to proceed with the Investment and the Jobs in the County, the County Council has agreed, pursuant to the Multi-County Park Act and the Infrastructure Credit Act, that the Project shall qualify for a 10-year infrastructure credit comprised of a 25% credit during years 1-5 and a 10% credit during years 6-10, all as set forth more fully in the Special Source Revenue Credit Agreement between the County and the Company presented to this meeting (the “SSRC Agreement”); and

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

**WHEREAS**, it appears that the SSRC Agreement above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

**NOW, THEREFORE, BE IT ORDAINED**, by the County Council of Jasper County, in meeting duly assembled, as follows:

Section 1. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized to execute and deliver the SSRC Agreement, in substantially the form attached hereto, or with such minor changes as are not materially adverse to the County and as such officials shall determine and as are not inconsistent with the matters contained herein, their execution thereof to constitute conclusive evidence of their approval of any

and all changes or revisions therein from the form of the SSRC Agreement now before this meeting, and are directed to do anything otherwise necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 2. The provisions of this ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

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

**DONE, RATIFIED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**JASPER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
John A. Kemp, Chairman, of Jasper County Council

ATTEST:

\_\_\_\_\_  
Wanda Giles, Clerk  
Jasper County Council

First Reading: 10.20.2025  
Second Reading: 12.01.2025  
Public Hearing: 11.17.2025  
Third Reading:

Reviewed for form and draftsmanship by the Jasper County Attorney.

\_\_\_\_\_  
Interim County Attorney

\_\_\_\_\_  
Date

## EXHIBIT A

Lot 3, Parcel 15, Freedom Industrial Park  
397 Marble Road  
Hardeeville, South Carolina

---

**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

between

**JASPER COUNTY, SOUTH CAROLINA,**

and

**PALMETTO PLASTICS INNOVATIONS LLC,**  
a South Carolina limited liability company

\_\_\_\_\_  
Dated as of \_\_\_\_\_, 2025  
\_\_\_\_\_

## SUMMARY OF CONTENTS OF SSRC AGREEMENT

This summary is included for convenience only and is not to be construed as a part of the terms and conditions of this SSRC Agreement.

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
<b>Company Name</b>	Palmetto Plastics Innovations LLC	
<b>Project Location</b>	397 Marble Road, Hardeeville, SC	
<b>Tax Map No.</b>		
<b>SSRC Agreement</b>		
<b>Infrastructure Credit</b>		
• Brief Description	25% for the first five (5) years of the Credit Term and 10% for the remainder of the Credit Term.	
• Credit Term	10 Years	
• Minimum Investment Requirement	\$7,000,000	
• Minimum Jobs Requirement	10 jobs	
• Assessment Ratio	6%	
• Millage Rate	.459	
<b>Multicounty Park</b>	Agreement for Development of a Joint County Industrial Park between Jasper County and Hampton County dated as of November 11, 2022	
<b>Other Information</b>	Expansion of Manufacturing Facility located at 402 Marble Road, Hardeeville, SC	

## SPECIAL SOURCE REVENUE CREDIT AGREEMENT

**THIS SPECIAL SOURCE REVENUE CREDIT AGREEMENT**, dated as of as of December 2, 2024 (the “Agreement”), between **JASPER COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and **PALMETTO PLASTICS INNOVATIONS LLC**, a limited liability company organized and existing under the laws of the State of South Carolina (the “Company”).

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

**WHEREAS**, the County, acting by and through its County Council (the “County Council”) is authorized by Section 4-1-175 of the Code of Laws of South Carolina 1976, as amended and Section 4-29-68 of the Code of Laws of South Carolina 1976, as amended (the “Infrastructure Credit Act”), to provide infrastructure credit financing, secured by and payable solely from revenues of the County derived from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution, for the purpose of defraying the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County; and

**WHEREAS**, Freedom Industrial Partners, LLC (the "Developer") owns and has constructed a speculative building on property in the County more specifically described in Exhibit A hereto (the “Real Property”); and

**WHEREAS**, Palmetto Plastics Innovations LLC, a company also known as Project Pilgrimage (the “Company”) owns certain property located at 402 Marble Road, which is adjacent to the Real Property, in which it has established a manufacturing operation (the “Manufacturing Operation”) and now intends to enter into a lease agreement with the Developer as to the Real Property and to invest approximately \$7,000,000 in Real Property improvements and personal property (the "Personal Property") and to create 10 new, full time jobs in order to expand the Company’s Manufacturing Operation (the “Project”) (collectively, the Real Property and the Personal Property shall be referred to herein as the “Property”); and

**WHEREAS**, certain of the Personal Property will be incorporated in the Manufacturing Operation at 402 Marble Road; and

**WHEREAS**, the Real Property is subject to a Fee-in-Lieu of Taxes and Special Source Revenue Credit Agreement dated November 21, 2022 (the "2022 FILOT Agreement"), which provides for a fee-in-lieu of tax transaction and a 15 year 10% special source revenue credit (“Original Infrastructure Credit”); and

**WHEREAS**, pursuant to the provisions of Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 Code of Laws of South Carolina 1976 (collectively, the “Multi-County Park Act”), and pursuant to that certain Agreement for Development of Joint County Industrial Park by and between Jasper County, South Carolina and Hampton County, South Carolina dated as November 11, 2022, as supplemented, modified or amended, and as such agreement may be further supplemented, modified, amended, or replaced from time to time (the “Park Agreement”), the County and Hampton County created a joint industrial business park to be located upon property geographically located in Jasper and Hampton

Counties (the "Park"), which was approved by duly enacted ordinances of each of Jasper and Hampton Counties; and

**WHEREAS**, pursuant to the Infrastructure Credit Act, the County has agreed to provide certain special source revenue credits in the amount of 25% for years 1-5 and 10% for years 6-10 beginning in the year after the Real Property improvements are placed in service, which infrastructure credits shall apply to the Property (the "Additional Infrastructure Credits"); and

**WHEREAS**, the County Council has duly authorized execution and delivery of this Agreement by ordinance duly enacted by the County Council on \_\_\_\_\_, 2025, following a public hearing held on \_\_\_\_\_, 2025.

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

### **ARTICLE I DEFINITIONS**

The terms defined in this Article I shall for all purposes of this Agreement have the meanings herein specified, unless the context clearly otherwise requires. Except where the context otherwise requires, words importing the singular number shall include the plural number and *vice versa*.

*"Additional Infrastructure Credits"* shall have the meaning set forth with respect to such term in the recitals in this Agreement.

*"Agreement"* shall mean this Agreement, as the same may be amended, modified or supplemented in accordance with the terms hereof.

*"Certification Date"* shall have the meaning set forth in Section 3.01 of this Agreement.

*"Code"* shall mean the Code of Laws of South Carolina 1976, as amended.

*"Company"* shall have the meaning set forth with respect to such term in the recitals to this Agreement.

*"Cost of Infrastructure"* shall mean the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate and personal property in connection with the Project, and any other such similar or like expenditures authorized by the Infrastructure Credit Act.

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

*"Fee Payments"* shall mean the payments in lieu of taxes, including, if applicable, any negotiated payments in lieu of taxes pursuant to the Code, made by the owners(s) of the Project.

*"Infrastructure Credit Act"* shall have the meaning set forth with respect to such term in the recitals to this Agreement.

*“Investment Commitment”* shall have the meaning set forth in Section 3.01 of this Agreement.

*“Minimum Investment Requirement”* shall mean a taxable investment in real and personal property at the Project of not less than \$7,000,000.00.

*“Minimum Jobs Requirement”* shall mean not less than ten (10) new, full-time jobs created by the Company in the County in connection with the Project.

*“Multi-County Park Act”* shall mean Title 4, Chapter 1 of the Code, and all future acts amendatory thereto.

*“Ordinance”* shall mean the ordinance enacted by the County Council on \_\_\_\_\_, 2025, authorizing the execution and delivery of this Agreement.

*“Park”* shall mean (i) the joint county industrial park established pursuant to the terms of the Park Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the Act, or any successor provision, with respect to the Project.

*“Park Agreement”* shall mean the Multi-County Industrial and Business Park Agreement dated November 21, 2022 and all amendments thereto between the County and Hampton County, South Carolina, as the same may be further amended or supplemented from time to time or such other agreement as the County may enter with respect to the Project to offer the benefits of the Infrastructure Credit Act to the Company hereunder.

*“Person”* shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization, or a government or political subdivision.

*“Project”* shall have the meaning set forth with respect to such term in the recitals to this Agreement.

*“Property”* shall have the meaning set forth with respect to such term in the recitals to this Agreement.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**SECTION 2.01. Representations by the County.** The County makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the County Council, the County has been duly authorized to execute and deliver this Agreement and any and all agreements collateral thereto.

(b) The County proposes to provide the Additional Infrastructure Credits to reimburse the Company for the purpose of promoting economic development within the County.

(c) To the best knowledge of the undersigned representatives of the County, the County is not in violation of any of the provisions of the laws of the State of South Carolina, where any such default would affect the validity or enforceability of this Agreement.

(d) To the best knowledge of the undersigned representatives of the County, the authorization, execution and delivery of this Agreement, the enactment of the Ordinance, and performance of the transactions contemplated hereby and thereby do not and will not, to the best knowledge of the County, conflict with, or result in the violation or breach of, or constitute a default or require any consent under, or create any lien, charge or encumbrance under the provisions of (i) the Constitution of the State or any law, rule, or regulation of any governmental authority, (ii) any agreement to which the County is a party, or (iii) any judgment, order, or decree to which the County is a party or by which it is bound.

(e) To the best knowledge of the undersigned representatives of the County, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the creation, organization or existence of the County or its governing body or the power of the County to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the County is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the undersigned representatives of the County is there any basis therefor.

SECTION 2.02. Representations and Covenants by the Company. The Company makes the following representations, warranties and covenants as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of South Carolina and qualified to do business in the State of South Carolina, has power to enter into this Agreement and to carry out its obligations hereunder, and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Agreement.

(c) To the best knowledge of the Company, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, or before or by any court, public body, or public board which is pending or threatened challenging the power of the Company to enter into the transactions contemplated hereby or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or would affect the validity, or adversely affect the enforceability, of this Agreement, or any other agreement or instrument to which the Company is a party and which is to be used in connection with or is contemplated by this Agreement, nor to the best of the knowledge of the Company is there any basis therefore.

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

(e) The financing of the Cost of Infrastructure by the County has been instrumental in inducing the Company to establish the Project in Jasper County, South Carolina.

#### SECTION 2.03. Covenants of the County.

(a) To the best of its ability, the County will at all times maintain its corporate existence and will use its best efforts to maintain, preserve, and renew all its rights, powers and privileges; and it will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to this Agreement.

(b) In the event the Park Agreement is terminated, the County agrees to use commercially reasonable efforts to cause the Project, at the Company's expense, pursuant to Section 4-1-170 of the Act or any successor provision, to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county, which successor agreement shall contain a termination date occurring no earlier than the final year as to which any Infrastructure Credit shall be payable under this Agreement.

(c) The County covenants that it will from time to time, at the request and expense of the Company, execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of this Agreement; provided, however, that such instruments or actions shall never create or constitute a general obligation or an indebtedness of the County within the meaning of any State constitutional provision (other than the provisions of Article X, Section 14(10) of the South Carolina Constitution) or statutory limitation and shall never constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing power or pledge the full faith, credit or taxing power of the State, or any other political subdivision of the State.

### **ARTICLE III INFRASTRUCTURE CREDITS**

SECTION 3.01. Investment Commitment. The Company shall meet the Minimum Investment Requirement and the Minimum Jobs Requirement (together, the "Investment Commitment") by the Certification Date, as defined below. The Company shall certify to the County the achievement of the Investment Commitment no later than December 31, 2031 (the "Certification Date"), by providing documentation to the County sufficient to reflect the achievement of the Investment Commitment, the sufficiency of which is in the County's sole discretion. If the Company fails to certify the Investment Commitment by the Certification Date, the County may provide notice to the Company of such failure. If the Company fails to provide the certification within thirty (30) days of the receipt of notice from the County, the County may terminate this Agreement and, on termination, the Company is no longer entitled to any further benefits under this Agreement.

#### SECTION 3.02. Infrastructure Credits.

(a) To assist in paying for the Cost of Infrastructure, the Company and any qualifying sponsor are entitled to claim an Additional Infrastructure Credit to reduce certain Fee Payments due and owing from the Company or sponsor to the County that pertain to the Project. The Real Property and improvements

thereon and all qualifying Personal Property expenses of the Company shall qualify for a 10-year Additional Infrastructure Credit comprised of a 25% credit during years 1-5 and 10% credit during years 6-10. The Additional Infrastructure Credit shall begin in the year after the Real Property Improvements are placed in service. The Additional Infrastructure Credit will continue to be applied to the next ten annual FILOT Payments. In no event may the Company's aggregate infrastructure credit claimed pursuant to this Section exceed the aggregate expenditures by the Company or sponsor on the Cost of Infrastructure.

(b) THIS AGREEMENT AND THE ADDITIONAL INFRASTRUCTURE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY ARE NOT PLEDGED FOR THE INFRASTRUCTURE CREDITS.

(c) No breach by the County of this Agreement shall result in the imposition of any pecuniary liability upon the County or any charge upon its general credit or against its taxing power. The liability of the County under this Agreement or of any warranty herein included or for any breach or default by the County of any of the foregoing shall be limited solely and exclusively to the Fee Payments for the Project in the Park. The County shall not be required to execute or perform any of its duties, obligations, powers, or covenants hereunder except to the extent of the Fee Payments.

(d) To the extent that the Additional Infrastructure Revenue Credit is used as payment for Personal Property and the Personal Property is removed from the Project during the twenty-year period and not otherwise replaced, then the amount of the fee-in-lieu of taxes due on the Personal Property for the year in which the Personal Property was removed from the Project shall be due for the two years immediately following the removal, as set forth in Section 4-29-68(A)(2)(ii) of the Code of Laws of South Carolina, 1976, as amended. If the Company replaces the removed property with qualifying replacement property, as defined in the Act, then the removed Personal Property is deemed not to have been removed from the Project. This Special Source Credit Agreement is applicable to the Real and Personal Properties located in the Park as part of the Project.

#### **ARTICLE IV CLAW BACK**

**SECTION 4.01. Claw Back.** If the Company fails to meet the Investment Commitment by the Certification Date, then the Company shall be subject to a reduction in the Credit as described in Exhibit B (the "Claw Back"). Notwithstanding the above, the County may forego the application of the Claw Back or extend the Certification Date.

For the avoidance of doubt, the Claw Back set forth in this Section 4.01 and in Exhibit B apply solely to the benefits provided by the Additional Infrastructure Credits. Any claw back or repayment obligation relating to

the benefits provided by the Original Infrastructure Credit shall continue to be governed exclusively by the 2022 FILOT Agreement.

## **ARTICLE V CONDITIONS TO DELIVERY OF AGREEMENT; TITLE TO PROJECT**

SECTION 5.01. Documents to be Provided by County. Prior to or simultaneously with the execution and delivery of this Agreement, the County shall provide to the Company:

(a) A copy of the Ordinance, duly certified by the Clerk of the County Council to have been duly enacted by the County and to be in full force and effect on the date of such certification; and

(b) Such additional related certificates, instruments or other documents as the Company may reasonably request in a form and substance acceptable to the Company and the County.

SECTION 5.02. Transfers of Project; Assignment of Interest in this Agreement by the Company. The County hereby acknowledges that the Company may from time to time and in accordance with applicable law, sell, transfer, lease, convey, or grant the right to occupy and use the Project, in whole or in part, or assign its interest in this Agreement, to others; provided, however, that any transfer by the Company of any of its interest in this Agreement to any other Person shall require the prior written consent of the County, which shall not be unreasonably withheld. No such sale, lease, conveyance, grant or assignment shall relieve the County from the County's obligations to provide Additional Infrastructure Credits to the Company or any assignee of the same, under this Agreement as long as such assignee is qualified to receive the Additional Infrastructure Credits under the Infrastructure Credit Act.

SECTION 5.03. Assignment by County. The County shall not assign, transfer, or convey its obligations to provide Additional Infrastructure Credits hereunder to any other Person, except as may be required by South Carolina law.

## **ARTICLE VI DEFAULTS AND REMEDIES**

SECTION 6.01. Events of Default. If the County or the Company shall fail duly and punctually to perform any covenant, condition, agreement or provision contained in this Agreement on its part to be performed, which failure shall continue for a period of thirty (30) days after written notice by the County or the Company, respectively, specifying the failure and requesting that it be remedied is given to the County by the Company, or to the Company by the County, by first-class mail, the County or the Company, respectively, shall be in default under this Agreement (an "Event of Default").

SECTION 6.02. Remedies and Legal Proceedings by the Company or the County. Upon the happening and continuance of any Event of Default, then and in every such case the Company or the County, as the case may be, in their discretion may:

(a) by mandamus, or other suit, action, or proceeding at law or in equity, enforce all of its or their rights and require the other party to carry out any agreements with or for its benefit and to perform its or their duties under the Act and this Agreement;

(b) bring suit upon this Agreement;

(c) exercise any or all rights and remedies provided by applicable laws of the State of South Carolina; or

(d) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of its rights.

SECTION 6.03. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the County or the Company hereunder is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

SECTION 6.04. Nonwaiver. No delay or omission of the County or the Company to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article V to any party may be exercised from time to time and as often as may be deemed expedient.

## **ARTICLE VII MISCELLANEOUS**

SECTION 7.01. Termination. Subject to Sections 6.01 and 6.02 above, this Agreement shall terminate on the date upon which all Additional Infrastructure Credits provided for herein have been credited to the Company.

SECTION 7.02. Successors and Assigns. All the covenants, stipulations, promises, and agreements in this Agreement contained, by or on behalf of, or for the benefit of, the County, shall bind or inure to the benefit of the successors of the County from time to time and any officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County, shall be transferred.

SECTION 7.03. Provisions of Agreement for Sole Benefit of the County and the Company. Except as in this Agreement otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any Person 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 7.04. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, the illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if the illegal or invalid provisions had not been contained herein or therein.

SECTION 7.05. No Liability for Personnel of the County or the Company. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any member, agent, or employee of the County or its governing body or the Company or any of its officers, employees, or agents in his individual capacity, and neither the members of the governing body of the County nor any official executing this Agreement shall be liable personally for the Additional Infrastructure Credits or this Agreement or be subject to any personal liability of accountability by reason of the issuance thereof.

SECTION 7.06. Notices. All notices, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given, unless otherwise required by this

Agreement, when (i) delivered or (ii) sent by facsimile and confirmed by United States certified mail, return receipt requested, restricted delivery, postage prepaid, addressed as follows:

- (a) if to the County: Jasper County, South Carolina  
Attn: County Administrator  
PO Box 1149  
358 Third Avenue  
Ridgeland, SC 29936
- with a copy to: Parker Poe Adams & Bernstein  
(which shall not Attn: Ray Jones  
constitute notice 1221 Main Street, Suite 1100  
to the County) Columbia, SC 29201
- (b) if to the Company: Palmetto Plastics Innovations LLC  
1000 William Hilton Pkwy./J-15  
Hilton Head Island, SC 29928  
Attention: CEO

A duplicate copy of each notice, certificate, request or other communication given under this Agreement to the County or the Company shall also be given to the others. The County and the Company may, by notice given under this Section 7.06, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

SECTION 7.07. Applicable Law. The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 7.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 7.09. Amendments. This Agreement may be amended only by written agreement of the parties hereto.

SECTION 7.10. Waiver. Either party may waive compliance by the other party with any term or condition of this Agreement only in a writing signed by the waiving party.

SECTION 7.11. Joinder. To the extent required, Developer, as the owner of the Real Property, hereby joins in this Agreement and hereby agrees to the terms and provisions hereof.

SECTION 7.12. Indemnity.

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

(b) The Indemnified Party is entitled to use counsel of its choice and the Company shall reimburse the Indemnified Party 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 Indemnified Party shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the Indemnified Party within 30 days of receipt of the statement. The Company may request reasonable documentation evidencing the costs shown on the statement. However, the Indemnified Party is not required to provide any such documentation which may be privileged or confidential to evidence the costs.

(c) The Indemnified Party may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at the Company's expense. The Company is entitled to use counsel of its choice, manage and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse any Indemnified Party 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 7.13. Administrative Fees. The Company will reimburse, or cause reimbursement to, the County for its Administrative Expenses in the amount of \$7,500. The Company will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction. 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 7.14. Facsimile/Scanned Signature. The Parties agree that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any of the foregoing

shall be deemed to be valid and binding upon the Parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, Jasper County, South Carolina, has caused this Agreement to be executed by the Chairman of the Jasper County Council and its corporate seal to be hereunto affixed and attested by the Clerk of its County Council, and the Company has each caused this Agreement to be executed by an authorized officer, all as of the day and year first above written.

**JASPER COUNTY, SOUTH CAROLINA**

---

Jason Kemp, Chairman of Calhoun County Council

[SEAL]

Attest:

---

Wanda Simpson, Clerk  
Calhoun County, South Carolina

*[Signature page 1 to Special Source Revenue Credit Agreement]*

**PALMETTO PLASTICS INNOVATIONS LLC**

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

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

Title: \_\_\_\_\_

*[Signature page 2 to Special Source Credit Agreement]*

The Developer, to the extent of its interest in the Property, hereby joins in the Agreement.

**FREEDOM INDUSTRIAL PARTNERS LLC**

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

**FREEDOM INDUSTRIAL PARTNERS 2 LLC**

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

*[Signature page 3 to Special Source Credit Agreement]*

**EXHIBIT A**

**PROPERTY**

Lot 3, Parcel 15, Freedom Industrial Park  
397 Marble Road  
Hardeeville, South Carolina

**EXHIBIT B (see Section 3.01)**

**DESCRIPTION OF CLAWBACK**

*If the Company, fails to meet the Contract Minimum Investment Requirements and/or the Contract Minimum Jobs Requirement, the Project Company shall be subject to a prospective pro-rata reduction in the Credit based on the investment made and jobs created at the Project based on the formula set forth below.*

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

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

**Investment Achievement Percentage = Actual Investment Achieved / Minimum Investment Requirement**

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

*For example, and by way of example only, if \$5,000,000 has been invested at the Project and 8 jobs has been created by the Certification Date, the County, may, at its discretion, reduce the Special Source Revenue Credits pursuant to the formula below:*

*Jobs Achievement Percentage = 8 / 10 = 80%*

*Investment Achievement Percentage = \$5,000,000 / \$7,000,000 = 71%*

*Overall Achievement Percentage = (80% + 71%)/2 = 75.5%*

*Claw Back Percentage = 100% - 75.5% = 24.5%*

*Prospective Special Source Revenue Credit Percentage (10% (100% – 24.5%)) = 7.55%*

Based on the above example, the Special Source Revenue Credit would be reduced to 7.55% beginning in the year following the Certification Date. Notwithstanding the foregoing, and for the avoidance of doubt, the County may, in its discretion, elect to forego any reductions in the Additional Infrastructure Credits pursuant to Section 4.01 and this Exhibit B hereof or extend the Certification Date.

# AGENDA

## ITEM # 7



## *Proclamation Recognizing Jasper County*

### *Council Spouses*

**Whereas,** Jasper County Council members devote significant time, energy, and commitment to serving the citizens of Jasper County, South Carolina, often requiring long hours, demanding schedules, and extended absences from home; and

**Whereas,** these responsibilities can only be fulfilled with the steadfast support of the spouses and partners who willingly assume increased responsibilities, manage added workloads, and maintain balance within the home during these periods of public service; and

**Whereas,** the spouses of Jasper County Councilmembers provide essential encouragement, patience, and unwavering personal sacrifice, enabling their loved ones to honor their commitment to the people of Jasper County; and

**Whereas,** the strength and success of our local government are made possible not only through the dedication of our elected officials but also through the families who stand beside them, offering resilience, understanding, and indispensable support; and

**Now, therefore, be it proclaimed that** Jasper County, South Carolina, does hereby extend its deepest appreciation and sincere gratitude to the spouses and partners of Jasper County Council Members for their invaluable contributions, sacrifices, and continued support; and

**Be it further proclaimed that** Jasper County honors Mrs. Nancy Kemp, Mrs. Ashley Rowell, Mrs. Connie VanGeison, Mrs. Heather Arzillo, and Mrs. Nancy Ceccarelli for the vital role they play in strengthening our leaders, uplifting their families, and supporting the continued progress and well-being of our community.

**In witness whereof,** this proclamation is issued on this *15<sup>th</sup>* day of *December 2025*, with heartfelt appreciation for all they do in service alongside those who serve Jasper County.

---

**John Kemp, Chairman  
Jasper County Council**

(Seal)

# AGENDA

## ITEM # 8

### Presentation

\* \* There were no items for the agenda e-packet. The Consultant's information will be passed out at the meeting\* \*

AGENDA

ITEM # 9

Citizen Comments