



DUE TO THE COVID-19  
CONSIDERATIONS,

Council Chambers is open with limited  
accessibility. Council Meetings and

Public Meetings are open to public 20% capacity of  
Council Chambers. All guests will practice physical  
distancing as recommended. Citizens are  
encouraged to watch the meetings from home.

Watch Live via YouTube at:

[https://www.youtube.com/channel/UCBmloqX05cKAsHm\\_ggXCJIA](https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA)

To Participate in Public Comment, please email to  
[comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) and or mail to Attn: Clerk to Council P.O.  
Box 1149 Ridgeland, SC 29936. To be called for public Comment, please  
email at the mentioned email address. **\*Public Comments must be  
submitted by Monday, April 4, 2022, at 1:00pm.\***

To participate in a **Public Hearing**, you may either email to  
[comments@jaspercountysc.gov](mailto:comments@jaspercountysc.gov) or request via email or phone by **1:00pm  
on Monday, April 4, 2022**, to speak via telephone at the Virtual Council  
Meeting.

Instructions may also be found at the Jasper County website  
[www.jaspercountysc.gov](http://www.jaspercountysc.gov)

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



JASPER COUNTY COUNCIL  
**Workshop and  
COUNCIL MEETING**

Jasper County Clementa C. Pinckney Government Bldg  
358 3<sup>rd</sup> Avenue Ridgeland, SC 29936  
April 4, 2022  
AGENDA

**3:30PM Budget Workshop**

1. Lila Resh - Council on Aging
2. Roland Gardner - Beaufort Jasper Hampton Comprehensive Health Services, Inc.

**4:30PM**

I. Call to Order by Chairperson

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

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

II. Executive Session SECTION 30-4-70.

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

- (1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body - **Engineering Services; Clerk of Court**
- (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 a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim - **Election Matters; Professional Services Proposal from THC-Highway 278 Corridor Widening Project; J. Bragg Consulting**
- (5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body - **Project Silverman; Jasper Ocean Terminal (JOT); Prospect Update; Chelsea South**

**ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY**

**RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS.  
PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM EXECUTIVE SESSION.**

**6:00 P.M.**

III. Return to Open Session

IV. Pledge of Allegiance

V. Invocation

VI. Approval of Agenda

VII. Approval of the minutes of 02.22.2022

VIII. Presentation and Proclamations:

A: **Chief Wells** – Proclamation for National Public Safety Telecommunications Week

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

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

X. Resolutions:

A: **Kimberly Burgess** – Resolution # R-2022-08 authorizing the temporary borrowing of not to exceed \$1,177,380 in anticipation of the issuance of Fire Protection Service General Obligation Bonds of Jasper County, South Carolina financing for Cherry Point Fire District.

B: **Andrew Fulghum** – Resolution # R-2022-09 to designate April 2022 as Fair Housing Month in Jasper County, South Carolina

C: **Andrew Fulghum** – Resolution # R-2022-10 to renew the Equal Opportunity heretofore adopted by Resolution 05-02

D: **Andrew Fulghum** – Resolution # R-2022-11 to declare certain property to be surplus and authorize its sale or disposition.

E. **David Tedder** – Resolution # R-2022-12 committing to negotiate a Fee-In-Lieu of *Ad Valorem* Taxes Agreement between Jasper County and SL Hardeeville Industrial Park, LLC; identifying the Project; and Other Matters Related Thereto.

**XI: Ordinances:**

**A: Kimberly Burgess – 1<sup>st</sup> Reading** of a Bond Ordinance by **TITLE ONLY** providing for the Issuance and Sale of a Jasper County, South Carolina, Hospitality and Accommodations Fee Revenue Bond (Airport Capital Improvement Projects), Series 2022 in the principal amount of not to exceed \$5,000,000; To prescribe the Purposes for which the Proceeds shall be expended; To provide for the Payment thereof; and Other Matters Relating Thereto.

**B: Lisa Wagner –**Consideration of **1<sup>st</sup> Reading** of an Ordinance to amend the Center Point Planned Development District to add two tracts of land consisting of approximately 57.75 acres, bearing Jasper County Tax Map Numbers 081-00-03-030 and 081-00-03-031, to make certain text amendments, concept plan revisions, and matters related thereto.

**C: David Tedder –** Consideration of **1<sup>st</sup> Reading** of an Ordinance to amend the Center Point Development Agreement pursuant to the South Carolina Local Government Development Agreement Act by making provisions to include additional tracts of land, extending the term and matters related thereto 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 as amended.

**D: David Tedder –** Consideration of the **2<sup>nd</sup> Reading** of Ordinance # Q-2022-05 Authorizing the execution and delivery of a Fee In Lieu Of Tax and Incentive Agreement By and Between Jasper County, South Carolina (The “County”), SL Hardeeville Industrial Park, LLC, acting for Itself, One Or More Affiliates, and/or Other Project Sponsors (Collectively, The “Company”), whereby The County will enter into a Fee-In-Lieu Of Ad Valorem Tax Agreement with The Company and providing for payment by The Company of Certain Fee-In-Lieu of Ad Valorem Taxes; providing for such Special Source Revenue Credits in connection with such Agreement; providing for allocation of such Fees-In-Lieu of Taxes payable under The Agreement for the establishment of a Multi-County Industrial/Business Park; providing for the establishment and/or expansion of certain facilities in The County (The “Project”) in a Multi-County Industrial/Business Park; the Benefits of a Multi-County Industrial Or Business Park to be made available to The Company and The Project; and Other Matters Relating Thereto.

**XII. New Business:**

**A: Andrew Fulghum –** Contract between JC and SC Dept of Health and Environmental Control – Reimbursement for Toxicology Testing – Coroner’s Office

**B: Andrew Fulghum –** Small Services Project Management Proposal – J. Bragg Consulting

**XIII. Old Business: None**

**XIV. Council Members Comments**

**XV. Administrator's Report**

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

**XVII. Adjourn**

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

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

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

# AGENDA ITEM:

## VIII

*Proclamation A*



*Proclamation  
of  
Jasper County Council*

*Whereas,* Public Safety telecommunicators throughout the Nation and our County play a vital role in the well-being of our citizens and communities; and

*Whereas,* serving Jasper County's residents and visitors by answering 33,234 emergency calls for law enforcement, fire service, and emergency medical services, our dedicated professionals stand ready to receive, process and dispatch the appropriate assistance immediately; and

*Whereas,* in addition to being the first, most critical contact for Jasper County residents and visitors in emergency situations, public safety telecommunicators help ensure the safety of first responders by monitoring their activities and providing critical information updates; and

*Whereas,* the observance of National Public Safety Telecommunicators Week provides an opportunity to raise awareness of our dedicated professionals and their contributions during emergency response events.

*Now, Therefore, We,* Jasper County Council, do hereby proclaim April 10 – 16, 2022 as

***Public Safety Telecommunicators Week***

Throughout our County and encourage all of our residents to recognize the vital role of our public safety telecommunicators for their significant contributions in efforts to provide for efficient and safe management of emergency events.

Done this the 4<sup>th</sup> day of April 2022, at Ridgeland, Jasper County, South Carolina

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Barbara B. Clark, Chairwoman

(seal)

# AGENDA ITEM:

X

Resolution: Item A



**RESOLUTION # R-2022-08**

**AUTHORISING THE TEMPORARY BORROWING OF NOT TO EXCEED \$1,177,380 IN ANTICIPATION OF THE ISSUANCE OF FIRE PROTECTION SERVICE GENERAL OBLIGATION BONDS OF JASPER COUNTY, SOUTH CAROLINA**

**WHEREAS**, the County Council of Jasper County, South Carolina (the “County Council”), the governing body of Jasper County, South Carolina (the “County”), intends to construct a fire substation in the Marsh Cove area of Jasper County, South Carolina, which is located within the Cherry Point Fire Protection District (the “Project”); and

**WHEREAS**, the County intends to provide permanent financing for the construction of the Project in the form of a loan (the “Loan”) from the United States Department of Agriculture Rural Development, an agency of the federal government (“USDA RD”), through the Rural Housing Services loan program, pursuant to the terms of a Letter of Conditions dated August 19, 2019; and

**WHEREAS**, the Loan will be evidenced by the County’s general obligation bond (the “Bond”) issued pursuant to the terms of Ordinance No. 2020-03 (the “Ordinance”) enacted by the County Council on March 2, 2020; and

**WHEREAS**, the County Council has previously determined that it was in the best interest of the County to provide interim financing to defray the costs of the Project pending the issuance of the Bond; and

**WHEREAS**, the Ordinance also authorised the issuance of not to exceed at any one time outstanding \$1,177,380 general obligation bond anticipation notes to defray the costs of the Project pending issuance of the Bond; and

**WHEREAS**, pending issuance of the Bond, the County has previously issued its \$1,177,380 Fire Protection Service General Obligation Bond Anticipation Note (Cherry Point Fire Protection District) Series 2021 (the “2021 BAN”) pursuant to the terms of the Ordinance, which matures on April 22, 2022; and

**WHEREAS**, the County has determined that it is in its best interest to refund the 2021 BAN pursuant to the Ordinance by issuing a new series of general obligation bond anticipation notes (the “Series 2022 BAN”) pending the issuance of the Bond; and

**WHEREAS**, the County has negotiated with South State Bank for the purchase of its Series 2022 BAN in the aggregate principal amount of not to exceed \$1,177,380 authorised herein and in the Ordinance;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA IN MEETING DULY ASSEMBLED:**

## **ARTICLE I DEFINITIONS**

### Section 1.01 Defined Terms.

The terms defined in Article I of the Ordinance (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Resolution shall have the respective meanings specified in the Ordinance.

“Note” shall mean the not to exceed \$1,177,380 Jasper County, South Carolina, Fire Protection Service General Obligation Bond Anticipation Note (Cherry Point Fire Protection District), Series 2022.

“Original Purchaser” shall mean South State Bank.

“Resolution” means this Resolution, as from time to time amended or supplemented.

“2021 BAN” shall mean the outstanding \$1,177,380 Jasper County, South Carolina, Fire Protection Service General Obligation Bond Anticipation Note (Cherry Point Fire Protection District), Series 2021, dated April 23, 2021.

### Section 1.02 General Rules of Interpretation.

(a) Articles, Sections, and Paragraphs mentioned by number are the respective Articles, Sections, and Paragraphs of this Resolution so numbered.

(b) Except as otherwise expressly provided or unless the context otherwise requires, words importing persons include, firms, associations, and corporations and the masculine includes the feminine and the neuter.

(c) Words importing the redemption or redeeming or calling for redemption of the Note does not include or connote the payment of such Note at their stated maturity or the purchase of such Note.

(d) Word importing the singular number includes the plural number and vice versa.

## **ARTICLE II AUTHORISATION AND ISSUANCE OF NOTE**

### Section 2.01 Issuance of Note.

Pursuant to the Ordinance and this Resolution, in order to obtain funds to pay all or a portion of the principal and interest due on the 2021 BAN on April 22, 2022, to defray the costs of issuance of the Note, and thereby provide interim financing of the Project pending the issuance of the Bond, the County shall borrow not to exceed \$1,177,380 to be evidenced by its Fire Protection Service General Obligation Bond Anticipation Note (Cherry Point Fire Protection District), Series 2022 in the initial principal amount of not to exceed \$1,177,380, in one or more series, dated the date of its

delivery, and maturing no later than one year from the date of its issuance as determined by the Chairman, on the advice of Bond Counsel. The actual principal amount of the Note shall be designated by the Chairman; provided the actual aggregate principal amount shall not exceed \$1,177,380.

Section 2.02 Form of Note; Other Matters Regarding Issuance of Note.

(a) Form of Note. The Note shall be issued in substantially the form attached to the Ordinance as Exhibit C, with any necessary changes or appropriate variations, omissions, and insertions as are incidental to the series, numbers, denominations, and registration and transfer provisions as are otherwise permitted or required by law or by the Bond Ordinance or this Resolution.

(b) All other terms and conditions relating to the Note shall be as determined and permitted under Articles VI, VII, and VIII of the Ordinance which are incorporated herein by reference.

**ARTICLE III  
COVENANTS**

Section 3.01 Performance of Covenants; Authority of the County.

The County Council covenant that they will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in the Note Enabling Act, in the Ordinance, in this Resolution, in the Note executed and delivered hereunder, and in all proceedings pertaining thereto. The County Council covenant that they are duly authorized under the Constitution and laws of the State of South Carolina to issue the Note authorized hereby, to adopt this Resolution, and to pledge the proceeds of the Bond hereby pledged in the manner and to the extent herein set forth; that all action on their part for the issuance of the Note, enactment of the Ordinance, and the adoption of this Resolution has been duly and effectively taken; and that the Note in the hands of the holders thereof is and will be a valid and enforceable general obligation of the County according to the import thereof.

**ARTICLE IV  
APPLICATION OF NOTE PROCEEDS**

Section 4.01 Application of Note Proceeds.

All proceeds of the Note shall be applied to the payment of all or a portion of the principal and interest due on the 2020 BAN on April 22, 2022, and issuance costs of the Note, as set forth in a certificate signed by the County Administrator.

Section 4.02 Purchaser Not Liable for Proper Application of Proceeds.

No purchaser or holder of the Note shall be liable for the proper application of the proceeds thereof.

**ARTICLE V  
MISCELLANEOUS**

**Section 5.01 Execution of Closing Documents and Certificates.**

The Chairman, the Clerk, the County Administrator, and all other officers and employees of the County are fully authorized and empowered to take any further action and to execute and deliver such closing documents as may be necessary and proper in order to complete the borrowing herein authorized and the action of the officers or any one or more of them in executing and delivering any documents, in the form as he or they shall approve, is hereby fully authorized.

**Section 5.02 Vice Chairman May Act in Chairman's Absence; Acting Clerk may Act in Clerk's Absence.**

In the absence of the Chairman, the Vice Chairman of the County Council is fully authorized to exercise all powers vested in the Chairman under this Resolution and the Ordinance. In the absence of the Clerk, the acting or assistant Clerk is fully authorized to exercise all powers and take all actions vested in the Clerk under this Resolution and the Ordinance.

**Section 5.03 Benefits of Resolution Limited to the County and Holders of the Note.**

With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution, the Ordinance, or the Note is intended or should be construed to confer upon or give to any person other than the County and the holders of the Note, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Resolution and the Ordinance and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County and the holders from time to time of the Note as herein and therein provided.

**Section 5.04 Resolution and Ordinance Binding Upon Successors or Assigns of the County.**

All the terms, provisions, conditions, covenants, warranties, and agreements contained in this Resolution and the Ordinance shall be binding upon the successors and assigns of the County and shall inure to the benefit of the holders of the Note.

**Section 5.05 No Personal Liability.**

No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the County contained in this Resolution, the Ordinance, or the Note, against any member of the County Council, any officer or employee of the County, as such, in his or her individual capacity, past, present, or future.

**Section 5.06 Effect of Saturdays, Sundays, and Legal Holidays.**

Whenever this resolution requires any action to be taken on a Saturday, Sunday, or legal or public holiday or bank holiday in the State of South Carolina, the action shall be taken on the first

secular day occurring thereafter. Whenever in this Resolution the time within which any action is required to be taken or within which any right will be lapse or expire shall terminate on a Saturday, Sunday, or legal or public holiday or bank holiday in the State of South Carolina, the time shall continue to run until midnight on the next succeeding secular day.

Section 5.07 Law and Place of Enforcement of the Resolution.

This Resolution shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suites and actions arising out of this Resolution shall be instituted in a court of competent jurisdiction in said State.

Section 5.08 Effect of Article and Section Headings and Table of Contents.

The headings or title of the several Articles and Sections hereof, and any Table of Contents appended hereto or to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Resolution.

Section 5.09 Savings Provision.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

Section 5.10 Repealing Clause.

All resolutions or parts thereof inconsistent herewith shall be, and the same are hereby, repealed to the extents of the inconsistencies.

Section 5.11 Effective Date.

This Resolution shall be effective immediately upon its adoption.

**DONE IN MEETING DULY ASSEMBLED** this \_\_ day of April, 2022.

(SEAL)

**JASPER COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

# AGENDA ITEM:

## X

Resolution: Item B

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION # R-2022-09**

**RESOLUTION OF JASPER COUNTY COUNCIL**

To designate April 2022 as Fair Housing  
Month in Jasper County, South Carolina.

**WHEREAS**, April 1, 2022 marks the 54th Anniversary of the passage of the United States Fair Housing Law, Title VIII of the Civil Rights Act of 1968, as amended, and

**WHEREAS**, the State of South Carolina enacted the South Carolina Fair Housing Law in 18988; and

**WHEREAS**, both of these laws support the policy of Fair Housing without regard to race, color, creed, national origin, sex, familial status, and handicap, and encourages fair housing opportunities for all citizens; and

**WHEREAS**, Jasper County Council is committed, to addressing discrimination in our community, to support programs that will educate the public about the right to equal housing opportunities, and to plan partnership efforts with other organizations to self assure every citizen of their right to fair housing; and

**WHEREAS**, Jasper County Council rejects discrimination on the basis of race, religion, color, sex, national origin, disability and/or familial status in the sale, rental, or provision of other housing services; and

**WHEREAS**, Jasper County Council desires that all its citizens be afforded the opportunity to attain decent, safe and sound living environment;

**NOW THEREFORE, BE IT RESOLVED** that Jasper County Council, duly assembled, does hereby designate April 2022 as being Fair Housing Month, and Jasper County Council recognizes the policy supporting Fair Housing in encouraging all citizens to endorse Fair Housing opportunities for all, not only during Fair Housing Month, but throughout the year; and it is further

**RESOLVED** that the Clerk to Council should publish a notice of non-discrimination in a newspaper of general circulation in Jasper County, South Carolina.



This Resolution made this 4th day of April, 2022.

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**Barbara B. Clark**  
**Chairman**

**ATTEST:**

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

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**David Tedder**

# AGENDA ITEM:

## X

Resolution: Item C

**RESOLUTION # R-2022-10  
RESOLUTION OF JASPER COUNTY COUNCIL**

**To renew the Equal Opportunity Plan  
heretofore adopted by Resolution 05-02.**

**WHEREAS**, Jasper County, South Carolina has previously adopted Resolution 05-02;  
and

**WHEREAS**, Jasper County, South Carolina has a policy to promote the specific goals and objectives for insuring equal employment opportunities within the County; and

**WHEREAS**, such a policy has been created in conformance with the guidelines established by the federal government utilizing the most recent data available from the year 2020 Census; and

**WHEREAS**, it is the continuing policy of the Jasper County Council to afford equal employment opportunities to qualified individuals regardless of their sex, race, creed, disability, or national origin, and to conform to the applicable law and regulations; and

**WHEREAS**, equal opportunity encompasses all aspects of employment practices to include, but not limited to, recruiting, hiring, training, compensation, benefits, promotions, transfers, recalls from layoffs, discipline, and department sponsored educational and social and recreational programs; and

**WHEREAS**, it is the policy of Jasper County to provide its employees a viable means for communicating and resolving grievances and complaints regarding unlawful discriminatory employment practices. Any employee of Jasper County who fails to comply with this policy is subject to disciplinary action;

**NOW, THEREFORE BE IT RESOLVED** by Jasper County Council, South Carolina, in Council duly assembled and by the authority of same, that the previous Equal Opportunity Plan adopted by Resolution 05-02 is hereby renewed, subject to amendments as a result of the receipt of updated figures from the 2020 Census and review of the organization's workforce.

**DONE** this 4<sup>th</sup> day of April, 2022.

\_\_\_\_\_  
**Barbara B. Clark**  
Chairwoman

**ATTEST:**

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

# AGENDA ITEM:

## X

Resolution: Item D

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

**RESOLUTION # R-2022-11**

**RESOLUTION OF JASPER COUNTY COUNCIL**

To declare certain property to be surplus and authorize its sale or disposition – Public Works – miscellaneous vehicles, tractors, containers, compactors and related equipment

**WHEREAS**, the County Administrator, in consultation with the Jasper County Public Works Department, has identified the property described in the attached list as no longer necessary or useful to the County for the accomplishment of its mission, and recommends that it be declared surplus and sold or otherwise disposed of; and

**NOW THEREFORE, BE IT RESOLVED** that the 3property described in the attached list is declared surplus pursuant to the Jasper County Purchasing and Procurement Ordinance, Ordinance #05-04 (as codified in Chapter 2, Article V of the Jasper County Code of Ordinances, Sections 2-401 et seq.), and the chief procurement officer of the County is authorized and directed to sell or otherwise dispose of the property in accordance with that Ordinance, and the Director of Administrative Services authorized to place the proceeds in the “Miscellaneous Revenue” account of the County.

**RESOLUTION CONTINUES ON FOLLOWING PAGES**

This Resolution R-2022-11 made this \_\_\_\_\_ day of April, 2022.

\_\_\_\_\_  
Barbara B. Clark, Chairperson

ATTEST:

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

\_\_\_\_\_  
Date

**It is required that the following Exhibit be attached to Resolution  
2022- \_\_\_\_\_ before reading:**

**“LIST”**

- 1 – Self contained compactor # P-5**
- 2 – Breakaway compactor # 3 [ Was sold before and never picked up]**
- 3 – Breakaway compactor # 01**
- 4 – Breakaway compactor #02**
- 5 – Closed 40 yd container #03**
- 6 – Closed 40 yd container #04**
- 7 – Lowboy Trailer model # ELB-35-48MUV #05**
- 8 – 2005 Crown Victoria Vin#2FAFP71W85X162815 #06**
- 9 – Coats Direct Drive Tire Balancer # 07**
- 10 – Coats Rim Clamp E050AX Tire Changer #08**
- 11 – 6610 Ford Tractor w/loader #09**
- 12 – 2008 Ford F-150 p/up 1FTPW14V48KD52748 #010**
- 13 – Massey Ferguson 135 Tractor ser#9A 24808 #011**
- 14 – 4000 Ford Tractor w/loader [gas] #69830 #012**
- 15 – 6’ Woods Finishing Mower #013**
- 16 – 5’ Hardee Bush Hog #014**
- 17 – Kayaks [ All have holes in them and some are missing parts ]**

\* \* \* \* \*

# AGENDA ITEM:

## X

Resolution: Item E



SOUTH CAROLINA )  
 ) RESOLUTION # R-2022-12  
JASPER COUNTY )

**COMMITTING TO NEGOTIATE A FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT BETWEEN JASPER COUNTY AND SL HARDEEVILLE INDUSTRIAL PARK, LLC; 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, SL Hardeeville Industrial Park, LLC, a limited liability company organized under the laws of the State of Delaware (“Sponsor”), desires to invest capital in the County in order to develop a logistics, warehousing and distribution facility in the County (“Project”);

WHEREAS, the Project is anticipated to result in an investment of approximately \$80,000,000 in taxable real and personal property; and

WHEREAS, as an inducement to the Sponsor to 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 commits to negotiate 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: APRIL 4, 2022

JASPER COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Chair, Jasper County Council

*(SEAL)*

ATTEST:

\_\_\_\_\_  
Clerk to County Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

# AGENDA ITEM:

## XI-A

Ordinance item A

\*\*The 1st Reading of this Ordinance is by  
TITLE ONLY\*\*

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A BOND ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF A JASPER COUNTY, SOUTH CAROLINA, HOSPITALITY AND ACCOMMODATIONS FEE REVENUE BOND (AIRPORT CAPITAL IMPROVEMENT PROJECTS), SERIES 2022 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000; TO PRESCRIBE THE PURPOSES FOR WHICH THE PROCEEDS SHALL BE EXPENDED; TO PROVIDE FOR THE PAYMENT THEREOF; AND OTHER MATTERS RELATING THERETO.

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# AGENDA ITEM:

## XI-B

Ordinance item B

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

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

**AN ORDINANCE OF  
JASPER COUNTY COUNCIL**

**To amend the Center Point Planned Development District to add two tracts of land consisting of approximately 57.75 acres, bearing Jasper County Tax Map Numbers 081-00-03-030 and 081-00-03-031, to make certain text amendments, concept plan revisions, and matters related thereto.**

**WHEREAS**, The Planned Development District Zoning was adopted by Jasper County to permit and encourage flexibility in the development of land in order to promote its most appropriate use; and to do so in a manner that will enhance public health, safety, morals, and general welfare; and

**WHEREAS**, The Center Point Planned Development District was approved by Jasper County Council on August 14, 2008; and

**WHEREAS**, Jasper County has received a request from the owner to amend the Center Point Planned Development District to add two tracts of land consisting of approximately 57.75 acres, bearing Jasper County Tax Map Number 081-00-03-030 and 081-00-03-031, to make certain text amendments, concept plan revisions, and matters related thereto; and

**WHEREAS**, the above mentioned property was duly posed, with public hearings properly noticed and held by the Jasper County Planning Commission on March 8, 2022, which recommended approval and adoption, and by the Jasper County Council; and

**WHEREAS**, Jasper County Council finds the amended Planned Development District and the Concept Map (Exhibit H) to be in accordance with the statutory requirements of the state, and consistent with the Jasper County Comprehensive Plan, *Jasper's Journey*, as well as the Jasper County Zoning and Land Development Ordinances; and

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

1. Jasper County Council finds in accordance with the staff report, and the recommendation of Jasper County Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown to approve the applicant's request for Planned Development District Zoning for the Property, and of the amendment of the Center Point Planned Development District and Concept Plan (Exhibit H), and to amend the Jasper County Official Zoning Map to reflect Planned Development District zoning for two tracts of land consisting of approximately 57.75 acres, bearing Jasper County Tax Map Number 081-00-03-030 and 081-00-03-031 and known as the Center Point PDD.
2. This ordinance shall take effect upon approval by Council.

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

**ATTEST:**

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

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

**First Reading: April 4, 2022**

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

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

**Third Reading: \_\_\_\_\_**

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

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Considered by the Jasper County Planning Commission at it's meeting on  
March 8, 2022 and recommended for approval.

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Reviewed for form and draftsmanship by the Jasper County Attorney.

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

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



# AGENDA ITEM:

## XI-C

Ordinance item C

**STATE OF SOUTH CAROLINA  
JASPER COUNTY**

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

**AN ORDINANCE OF  
JASPER COUNTY COUNCIL**

**To amend the Center Point Development Agreement to add two tracts of land consisting of approximately 57.75 acres, bearing Jasper County Tax Map Numbers 081-00-03-030 and 081-00-03-031, to make certain text amendments, extend the Term, and matters related thereto.**

**WHEREAS**, The Center Point Development Agreement was approved by Jasper County Council on August 18, 2008, and is recorded in the Office of the Register of Deeds for Jasper County in Book 691 at Page 172; and

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

**WHEREAS**, Jasper County has received a request from the owner to amend the Center Point Planned Development District to add two tracts of land consisting of approximately 57.75 acres, bearing Jasper County Tax Map Number 081-00-03-030 and 081-00-03-031, to make certain text amendments, concept plan revisions, and matter related thereto; and

**WHEREAS**, it appears these two tracts of land were intended to be included in the plan of development for the area surrounding these properties, and may have been inadvertently omitted when the location of a proposed school was moved from these parcels to another area actually included in the Development Agreement and Planned Development District; and

**WHEREAS**, in order to amend the zoning, development standards and other matters included in Ordinance Number 2022-\_\_\_\_\_, it is necessary to

amend the Center Point Development Agreement to allow for the incorporation of the amended Planned Development District Zoning referenced above: and

**WHEREAS**, the Owner of the Property has requested that the Term of the Development Agreement be extended for a period of five years from the Effective Date of this Ordinance, based upon the occurrence of both certain national and global economic downturns and the effects of the COVID-19 pandemic; and

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

**WHEREAS**, after giving the matter consideration, Jasper County Council has determined it would be appropriate to amend the Development Agreement so as to 1) include the two tracts of land consisting of approximately 57.75 acres, bearing Jasper County Tax Map Number 081-00-03-030 and 081-00-03-031, as being Property subject to the terms and conditions of the 2008 Development Agreement; 2) provide for the zoning regulations and standards to be as shown in the Planned Development District Amendment included in Ordinance 2022-\_\_\_\_\_; 3) to extend the Term of the Development Agreement, and to authorize appropriate text amendments to the Development Agreement to reflect these modifications to the Development Agreement.

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

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

SIGNATURES ON FOLLOWING PAGE

\_\_\_\_\_  
**Ms. Barbara B. Clark**  
**Chairwoman**

**ATTEST:**

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

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

**First Reading:** April 4, 2022  
**Public Hearing:** \_\_\_\_\_  
**Second Public Hearing:** \_\_\_\_\_  
**Second Reading:** \_\_\_\_\_  
**Third Reading:** \_\_\_\_\_  
**Adopted:** \_\_\_\_\_

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

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

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

# AGENDA ITEM:

## XI-D

Ordinance item D

**STATE OF SOUTH CAROLINA  
COUNTY OF JASPER**

**ORDINANCE # O-2022-05**

**AN ORDINANCE  
OF JASPER COUNTY COUNCIL**

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA (THE "COUNTY"), SL HARDEEVILLE INDUSTRIAL PARK, LLC, ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE "COMPANY"), WHEREBY THE COUNTY WILL ENTER INTO A FEE-IN-LIEU OF AD VALOREM TAX AGREEMENT WITH THE COMPANY PROVIDING FOR PAYMENT BY THE COMPANY OF CERTAIN FEE-IN-LIEU OF AD VALOREM TAXES AND PROVIDING FOR SPECIAL SOURCE REVENUE CREDITS IN CONNECTION WITH SUCH AGREEMENT; PROVIDING FOR ALLOCATION OF SUCH FEES-IN-LIEU OF TAXES PAYABLE UNDER THE AGREEMENT FOR THE ESTABLISHMENT OF A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; PROVIDING FOR THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (THE "PROJECT") TO BE INCLUDED IN A MULTI-COUNTY INDUSTRIAL/BUSINESS PARK; PROVIDING FOR THE BENEFITS OF A MULTI-COUNTY INDUSTRIAL OR BUSINESS PARK TO BE MADE AVAILABLE TO THE COMPANY AND THE PROJECT; AND OTHER MATTERS RELATING THERETO.

WHEREAS, Jasper County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act") and Title 4, Chapter 1 of the Code (the "Multi-County Park Act" or, as to Section 4-1-175 thereof, and, by incorporation Section 4-29-68 of the Code, the "Special Source Act", and, together with the Negotiated FILOT Act, the "Act") and by Article VIII, Section 13(D) of the South Carolina Constitution: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; (iii) to permit investors to claim special source revenue credits against their FILOT payments ("Special Source Credits") to reimburse such investors for expenditures in connection with infrastructure serving the County and improved or unimproved real estate and personal property, including machinery

and equipment, used in the operation of a manufacturing or commercial enterprise in order to enhance the economic development of the County (“Special Source Improvements”); and (iv) to create, in conjunction with one or more other counties, a multi-county industrial or business park (each, a “Park”) in order to afford certain enhanced income tax credits to such investors and to facilitate the grant of Special Source Credits;

WHEREAS, SL Hardeeville Industrial Park, LLC, acting for itself, one or more affiliates, and/or other project sponsors (collectively, the “Company”) proposes to establish and/or expand certain facilities (the “Project”) at one or more locations in the County (the “Project Site”);

WHEREAS, the Company anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least \$80,000,000, in the aggregate, at the Project Site;

WHEREAS, on the basis of the information supplied to it by the Company, the County has determined, *inter alia*, that the Project would promote the purposes of the Act and would be directly and substantially beneficial to the County, the taxing entities of the County and the citizens and residents of the County due to the investment to be made, or caused to be made, by the Company, which contribute to the tax base and the economic welfare of the County, and, accordingly, the County wishes to induce the Company to undertake the Project by offering certain negotiated FILOT and multi-county industrial or business park benefits, as well as the benefits of certain Special Source Credits as set forth herein, all of which shall be further described and documented in a Fee in Lieu of Tax and Incentive Agreement to be entered into by the County and the Company (the “Incentive Agreement”) and subject to the terms and conditions set forth therein;

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on April 4, 2022 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT and multi-county business park with respect to the Project;

WHEREAS, the County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and among the County and the Company with respect to the Project (the “Incentive Agreement”), the form of which is presented to this meeting, which Incentive Agreement is to be dated contemporaneously with the effective date of this Ordinance, or such other date as the parties thereto may agree;

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

WHEREAS, pursuant to the provisions of Article VIII, Section 13(D) of the South Carolina Constitution and the Act, the County and Hampton County, South Carolina (“Hampton County”) desire to jointly develop a Park (the “Jasper-Hampton Park”) by entering into an Agreement for Development of a Joint County Industrial and Business Park (the “Jasper-Hampton Park Agreement”), the form, terms, provisions and conditions of which are presented to this meeting and filed with the Clerk to Council;

WHEREAS, the County has determined it will be beneficial to the County to include all the real property to be established and/or expanded at the Project Site within the boundaries of the Jasper-Hampton Park, and the County has determined to maintain the Project Site within the boundaries of the Jasper-Hampton Park, or a replacement or successor Park, for a period of time, and on terms, sufficient to facilitate the provision to, and receipt by, the Company of Special Source Credits; and

WHEREAS, it appears that the Incentive Agreement and the Jasper-Hampton Park Agreement now before this meeting are in appropriate form and are appropriate instruments to be executed and delivered by the County for the purposes intended.

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

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, based on information provided to the County by the Company with respect to the Project, the County makes the following findings and determinations:

(a) The Project will constitute a “project” within the meaning of the Negotiated FILOT Act; and

(b) The Project, and the County’s actions herein, will subserve the purposes of, and in all respects conform to, the provisions and requirements of the Act; and

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

(d) The Project gives rise to no pecuniary liability of the County or an incorporated municipality, or a charge against the general credit or taxing power of either; and

(e) The purposes to be accomplished by the Project, *i.e.*, economic development and addition to the tax base of the County, are proper governmental and public purposes; and



(f) The inducement of the location or expansion of the Project Site within the County and State is of paramount importance; and

(g) The benefits of the Project are greater than the costs.

Section 2.

(a) The County hereby agrees to enter into the Incentive Agreement, which agreement shall be in the form of a fee agreement, pursuant to the Negotiated FILOT Act, whereby the Company will agree to satisfy, or cause to be satisfied, certain investment requirements with respect to the Project within certain prescribed time periods in accordance with the Negotiated FILOT Act and the County will agree to accept certain negotiated FILOT payments with respect to the Project (the "Negotiated FILOT"), as set forth in **Section 2(b)** hereof and in accordance with the terms of the Incentive Agreement.

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rate allowed with respect to the Project pursuant to Section 12-44-50(a)(1)(d) of the Negotiated FILOT Act as set forth in greater detail in the Incentive Agreement; (3) the fair market value of such real and personal property comprising the Project ("Negotiated FILOT Property") as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act; and (4) such other terms and conditions as are or will be specified in the Incentive Agreement including, but not limited to, that the Company and the Project shall be entitled to the maximum benefits allowable under the Negotiated FILOT Act with respect to the disposal and replacement of Project property.

(ii) The Negotiated FILOT shall be calculated as provided in this **Section 2(b)** for all Negotiated FILOT Property placed in service as part of the Project during the Investment Period. For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT payments shall be payable for a payment period of twenty (20) years, all in accordance with the Negotiated FILOT Act. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of twenty (20) years up to an aggregate of twenty-five (25) years based on the initial Investment Period of five (5) years, or, if the Investment Period is extended as set forth in the Incentive Agreement, up to an aggregate of thirty (30) years.

Section 3. The County will use its best efforts to ensure that the Project will be included, if not already included, and will remain, within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article

VIII, Section 13(D) of the State Constitution on terms which allow the Company to seek from the State any additional jobs creation tax credits for the Project afforded by the laws of the State for projects located within multi-county industrial parks and on terms, and for a duration, which facilitate, the County's provision, and the Company's receipt, of the Special Source Credits referenced in Section 4 hereof.

Section 4. As an additional incentive to induce the Company to undertake the Project, and as reimbursement for investment in Special Source Improvements, and subject to the requirements of the Special Source Act and the terms and conditions of the Incentive Agreement, the County does hereby agree that the Company shall be entitled to receive, and the County shall provide, Special Source Credits against each FILOT payment, including, but not limited to, each Negotiated FILOT payment, due with respect to the Project for the longer of ten (10) consecutive tax years, or the term of that certain Development Agreement 95 Logistics Center between the County and the Company to be dated as of \_\_\_\_\_, 2022, as supplemented, modified or amended, and, as such agreement may be further supplemented, modified, amended, or replaced from time to time, including any renewals or extensions thereof, commencing with the tax year for which the initial Negotiated FILOT payment is due with respect to the Project, in an annual amount equal to fifteen percent (15%) of such Negotiated FILOT Payment. In accordance with the Special Source Act, the Special Source Credits authorized herein shall not, in the aggregate, exceed the aggregate cost of Special Source Improvements funded from time to time in connection with the Project.

Section 5. Revenue Allocation within the County

With respect to the revenues received and retained by Jasper County pursuant to the Jasper-Hampton Park Agreement, which relate to the County's 2023 tax period and each tax period thereafter the revenues shall be distributed in accordance with the attached Exhibit A

Section 6. The form, provisions, terms, and conditions of the Incentive Agreement and the Jasper-Hampton Park Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement and the Jasper-Hampton Park Agreement were set out in this Ordinance in their entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement and the Jasper-Hampton Park Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement and the Jasper-Hampton Park Agreement to the Company and Hampton County. The Incentive Agreement and the Jasper-Hampton Park Agreement are to be in substantially the form now before this meeting and are hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement and the Jasper-Hampton Park Agreement now before this meeting.

Section 7. The Chairman of the Council, the County Administrator, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Incentive Agreement and the Jasper-Hampton Park Agreement.

Section 8. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and provisions hereunder.

Section 9. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]

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

JASPER COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

Reviewed for form and draftsmanship by the Jasper County Attorney.

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

First Reading:        March 21, 2022  
Second Reading:     April 4, 2022  
Public Hearing:  
Third Reading:

### Exhibit A Revenue Distribution

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

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

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

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

For Example:

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

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

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

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

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

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