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To Participate in Public Comment, please email to 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, October 17, 2022, at 1:00PM.***

To participate in a **Public Hearing**, you may either email to comments@jaspercountysc.gov or request via email or phone by **1:00PM on Monday, October 17, 2022**, to speak via telephone at the Virtual Council Meeting.

Instructions may also be found at the Jasper County website www.jaspercountysc.gov

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



JASPER COUNTY COUNCIL
COUNCIL MEETING

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

October 17, 2022

AGENDA

5:00 PM

I: Call to Order by Chairperson

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

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

II: Executive Session SECTION 30-4-70.

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

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body - [Coroner](#); [Appointment Regional Housing Trust Oversight Board](#)

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim - [Election Matters](#); [Exit 3](#); [Cypress Ridge Spec Building Number 4](#); [Coroner's Office](#)

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body - [Prospect Update](#); [Update on the Peninsula Tract Development Agreement](#); [Project Silver Star](#); [Project Ice](#); [Project Refurb](#)

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS. **PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM 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 07.13.2022, 07.18.2022 and 07.27.2022.

VIII. Proclamation and Presentations:

A: **Duane Swygert, Joe Gellici and Rob Devlin** – Presentation from SCDNR & DHEC to the Jasper County Council on October 17th relating to the water quality in Jasper County.

B: **Chief Russell Wells** – Presentation of the Pinning Ceremony for Lieutenant Allen Perry

C: **Chief Russell Wells** – Presentation of the Pinning Ceremony for Lieutenant Chad Recchia

D: **Director Arthur Benjamin** – Presentation to Mr. Harry Orr, promoted to Detention Deputy Director from Captain

E: **Director Arthur Benjamin** – Presentation to Mrs. Beverly Orr, promoted to Detention Captain from Lieutenant

F: **Wanda Simmons** – Proclamation for Red Ribbon Week 2022

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 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: **David Tedder** – Resolution #R-2022-25 Committing to Negotiate A Fee-In-Lieu Of *Ad Valorem* Taxes and Incentive Agreement Between Jasper County and Freedom Industrial Partners, LLC and Freedom Industrial Partners 2, LLC; Identifying The Project; and Other Matters Related Thereto.

B: **Alton Jenkins** – Resolution #R-2022-26 A Resolution Supporting Operation Green Light for Veterans.

XI: Ordinances:

A: Lisa Wagner – 3rd reading of Ordinance #0-2022-27 to amend the Official Zoning Map of Jasper County so as to transfer a property located at 5787 Lowcountry Drive, bearing Jasper County Tax Map Number 083-00-03-057 from the Community Commercial Zone to the General Commercial Zone on the Jasper County Official Zoning Map.

B: Lisa Wagner – Public Hearing and 2nd reading of Ordinance #0-2022-30 to Amend Article 7:5, *Maximum Building Height*, of the Jasper County Zoning Ordinance, to allow increased building heights in certain areas where there is a public water distribution system and adequate fire-fighting equipment available in such areas, which is capable of fighting a structure fire safely.

C: Kimberly Burgess – 2nd reading of Ordinance #0-2022-31 amending the FY22/23 budget to provide for the expenditure not to exceed \$800,000.00 dollars from the Fund Balance for the purpose of renovations to the Jasper County Farmers' Market.

D: David Tedder – Consideration of the 1st Reading of an Ordinance To Establish, Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended, A Multi-County Industrial/Business Park, In Conjunction With Jasper County, South Carolina; To Provide For A Written Agreement With Jasper County As To The Sharing Of The Revenues And Expenses Of The Park; To Provide For The Distribution Of Revenues From The Park Among Taxing Entities Having Jurisdiction Over The Park; To Provide For A Fee In Lieu Of Ad Valorem Taxation; And Other Matters Related Thereto.(Project Freedom)

E: David Tedder - Consideration of the 1st Reading of an Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Freedom Industrial Partners, LLC And Freedom Industrial Partners 2, LLC (The "Sponsors") And Jasper County, Whereby Jasper County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company And Providing For Payment By The Sponsors Of Certain Fees-In-Lieu Of Ad Valorem Taxes; Providing For Special Source Revenue Credits In Connection With Such Agreement; Authorizing And Approving (1) Development Of A New Joint County Industrial And Business Park Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended, In Conjunction With Hampton County (The "Park") Such Park To Be Geographically Located In Jasper County; (2) The Execution And Delivery Of A Written Park Agreement With Hampton County As To The Requirement Of Payments Of Fee-In-Lieu Of Ad Valorem Taxes With Respect To Park Property And The Sharing Of The Revenues And Expenses Of The Park; And (3) The Distribution Of Revenues From The Park Within Jasper County; And Other Matters Relating Thereto. (Project Freedom)

F: David Tedder – Consideration of the 1st Reading of an Ordinance authorizing the sale of TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.40 acres, and TMS 048-00-01-032, approximately 2 acres, to Gopher Hill Properties, LLC, or its assigns, and to authorize the Jasper County Administrator to execute such contracts, deeds and other documents as may be necessary and appropriate to effect the sale. (Project Refurb).

G: David Tedder - 3rd reading of Ordinance #O-2022-18 to amend Chapter 27 of the County Code of Ordinances (Fees) to Authorize and Set Fees and Costs for the Coroner's Office and Matters Related Thereto. (There was no second to the motion on 07.18.2022)

XII. New Business:

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

XIII. Old Business: None

XIV. Council Members Comments

XV. Administrator's Report

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

XVII. Adjourn:

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

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

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

AGENDA ITEM:

VII

Approval of the Minutes



**JASPER COUNTY COUNCIL
SPECIAL CALLED**

VIRTUAL MEETING

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

**Wednesday, July 13, 2022
MINUTES**

Officials Present: Chairwoman Barbara B. Clark, Vice Chairman Dr. Curtis Brantley
Councilman Pastor Alvin Adkins and Councilman John Kemp. Absent: Councilman L. Martin Sauls.

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda H. Simmons,
County Attorney David Tedder, and Videographer Jonathan Dunham.

Also Present: Ray Jones, Ryan Romano and Mike Pitts

Chairwoman Clark called the meeting to order at 10AM. Chairwoman Clark asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Ms. Simmons, Clerk to Council read the Clerk's Report of Compliance with the Freedom of Information Act as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The Pledge to the Flag was led by Councilman Kemp and Councilman Adkins gave the invocation.

Approval of Agenda:

Motion to approve the agenda: Councilman Adkins

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Discussion:

A: Andrew Fulghum: *County Green Space Sales Tax: Discussion about new legislation and options.*

Mr. Fulghum noted that Beaufort County had moved forward with doing this and that staff wanted to bring this to Council in case they wanted to put this on a Referendum, which would have to be processed over to Voter Registration by 07.15.2022. Mr. Fulghum and Mr. Tedder discussed the innerworkings and details of this new legislation and the options that were before the County Council. After some discussion Chairwoman Clark asked what direction Council wanted to go.

Motion to move forward: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous
The motion passed.

Chairwoman Clark said that they wanted Mr. Fulghum to look at the different lengths of time available but not to necessarily follow what Beaufort County chose to do but rather to do what was best for Jasper County. Mr. Fulghum said he and Mr. Tedder would try to sharpen the estimates and ask to proceed with a first reading on 07.18.2022. Mr. Tedder said they would probably need to have two special meetings to meet the deadlines and time constraints.

The information below was read for the executive session.

Motion to go into executive session: Vice Chairman Dr. Brantley
Second: Councilman Adkins
Vote: Unanimous
The motion passed.

Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to 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 - [Exit 3; Election Matters](#)

Return to Regular Session:

Motion to Return to Regular Session: Vice Chairman Dr. Brantley
Second: Councilman Adkins
Vote: Unanimous
The motion passed.
There were no motions from executive session.

Adjourn:
Motion to adjourn: Vice Chairman Dr. Brantley
Second: Councilman Adkins
Vote: Unanimous
The motion adjourned.

Respectfully submitted:

Wanda H. Simmons
Clerk to Council

Barbara B. Clark
Chairwoman



JASPER COUNTY COUNCIL
COUNCIL MEETING

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

July 18, 2022
MINUTES

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda H. Simmons, County Attorney David Tedder, Kimberly Burgess, Russell Wells, Lisa Wagner, Dale Terry, Danny Lucas and Videographer Jonathan Dunham.

Also Present:

Chairwoman Clark called the meeting to order at 4:32PM. Chairwoman Clark asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Ms. Simmons, Clerk to Council read the Clerk's Report of Compliance with the Freedom of Information Act as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The information below was read for the executive session.

Motion to go into executive session: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Executive Session SECTION 30-4-70.

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

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body –County Administrator, County Attorney and Clerk to Council; Emergency Services

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – Election Matters; Exit 3; Regional Affordable Housing Trust Fund; Airport Leases; 11 acres off of E. Industrial Park Road (Tax Map# 063-30-03-010)

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – Prospect Update; Chelsea South; Bailey Park PDD; Stevenson Purchase Proposal; Development Agreement Extension for Peninsula Tract Cottages

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.

Return to Open Session:

Motion to approve: Councilman Adkins

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Motion from Executive Session:

Chairwoman Clark called for any motions coming from Executive Session.

Motion to move to authorize our attorneys at the law firm of Parker Poe to send a letter to the City of Hardeeville detailing the County's position on the Exit 3 Project as discussed in

Executive Session: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Pledge of Allegiance by Vice Chairman Dr. Brantley and the Invocation was led by Councilman Adkins.

Approval of Agenda:

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Approval of the minutes of 05.16.2022:

Motion to approve: Councilman Adkins

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Presentations and Proclamations:

Presentation:

A: Chairwoman Barbara Clark – Presentation of a plaque to Dale Terry from Council for his Years of Service to Jasper County.

The Council joined Chairwoman Clark for the presentation to Mr. Dale Terry of a plaque for his years of dedication and service to Jasper County. Chairwoman Clark thanked him for his service and Vice Chairman Dr. Brantley read the plaque for the record and then presented it over to Mr. Terry.

Proclamations:

A: David Tedder – Proclamation for the 2022 Gullah Geechee Nation Appreciation Week to Queen Quet.

Mr. David Tedder read the Proclamation for the 2022 Gullah Geechee Nation Appreciation Week and presented the proclamation to Queen Quet. Council came down off the dais to take a photo with Queen Quet and the Proclamation.

B: Ananta (Art) Gopalan – SCORE Lowcountry Presentation.

Ms. Ananta (Art) Gopalan was present to make the SCORE Lowcountry presentation for Council. She discussed that SCORE was designed to help small businesses grow and formulate businesses. She noted that SCORE was a National Organization and that this location served Colleton, Jasper, Hampton and Beaufort Counties. She discussed and provided an overview and in depth look at SCORE and what they were doing for Jasper County.

C: David Anderson – Airport Inspection Report

Mr. David Anderson was present to give his Airport Inspection Report to the County Council. He noted that the report was inspection was conducted on 05.26.2022 and noted that several parts of the airport were examined. A copy of this report is attached as "Attachment A" for the minutes.

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.

Mr. Grant McClure was present to address his concerns on the issue to levy and impose a one-half of one (1) percent sales and use tax for greenspace and how it related to the Chelsea South PDD.

Ms. Liz Carlson was present to ask about tax assessment and proposed letters that had been sent out.

Resolutions: NONE

Ordinances:

A: Lisa Wagner – Public Hearing and 2nd reading of Ordinance #O-2022-19 to amend the Official Zoning Map of Jasper County so as to transfer a property located at 9606 Speedway Boulevard, bearing Jasper County Tax Map Number 039-00-06-002 from the Community Commercial Zone and the Rural Preservation Zone to the General Commercial Zone on the Jasper County Official Zoning Map.

Ms. Wagner was present to address this request. She noted that the subject property consists of 33.4 acres and is located at 9606 Speedway Boulevard. The Applicant has requested a Zoning Map Amendment to have the property designated as General Commercial (GC). The property is currently split zoned Community Commercial (CC) and Rural Preservation (RP). The applicant would like to develop a warehousing and transportation (distribution) establishment at this location. The property is currently vacant but was previously used as a salvage yard for selling auto parts.

According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Urban Transition,” which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation.

The adjacent parcels are zoned Community Commercial, Rural Preservation, and Residential. The city limits of Hardeeville are nearby, but is not immediately adjacent to the property, so annexation is not a possibility. The adjacent land uses are commercial and vacant.

The subject property is accessed by Speedway Boulevard, which is a four-lane divided highway, classified as a major thoroughfare. From a land use perspective, staff recommends approval of the request to have the property designated as General Commercial.

Ms. Wagner noted that public notices had been sent out and it had been noticed in the newspaper. She also mentioned that signs were posted on the property.

Chairwoman Clark opened the public hearing. There was no input, so the public hearing was closed.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

B: David Tedder – Public Hearing and 2nd reading of Ordinance #O-2022-20 approving a Development Agreement for HCP Partners, LLC (Mcgraw Properties, LLC and Terry R. Lee, Owners) pursuant to the South Carolina Local Government Development Agreement Act and authorizing the Chairman of Jasper County Council to execute said Development Agreement.

Mr. Tedder was present to review and address this item for Council. Mr. Tedder also noted that this was the 2nd reading of the Ordinance which would approve the Development Agreement for HCP Partners. He noted that this was being done pursuant to the South Carolina Local Government Development Agreement Act. He also noted that they were requesting that the Chairperson of Jasper County Council be authorized to execute said Development Agreement. It was also noted that the Development Agreement allows to ensure adequate funds to be collected.

Chairwoman Clark opened the public hearing. There was no public input so the public hearing was closed. Mr. Tedder noted that typographical corrections and such would be done before the next reading and that August 15, 2022, would be the next public hearing date.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

C: David Tedder – Public Hearing and 2nd reading of Ordinance #O-2022-21 by Authorizing and Approving the Development of a Jointly Owned and Operated Multi-County Industrial/Business Park in Conjunction with Hampton County (The “Park”), such Industrial/Business Park to be geographically located in Jasper County (The “County”) and established pursuant to Section 4-1-170 of the Code of laws of South Carolina 1976, as Amended (The “Act”); providing for a Written Park Agreement with Hampton County to provide for the expenses and the Distribution of Fees In Lieu Of Ad Valorem Taxes for the Park; Providing for the establishment and/or expansion of certain facilities By HCP Partners, LLC, Acting for itself, one or more affiliates, and/or other Project Sponsors (Collectively, The “Company”) in the County (The “Project”) to be included in the Park; Providing for the Benefits of a Multi-County Industrial or Business Park to be made available to The Company and The Project; And Other Matters Relating Thereto.

Mr. Tedder was present to review and address this item for Council. Mr. Tedder also noted that this was the 2nd reading of the Ordinance which would authorize and approve the development of a jointly owned and operated Multi County Industrial / Business Park in conjunction with Hampton County to be geographically located in Jasper County.

Chairwoman Clark opened the public hearing. There was no public input so the public hearing was closed.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

D: David Tedder – Public Hearing and 2nd reading of Ordinance [#O-2022-22](#) to amend the Frampton Tract Development Agreement by granting a Second Five Year Renewal, modifying the Developer Fee Section, to make certain text amendments, and matters related thereto.

Mr. Tedder was present to review and address this item for Council. Mr. Tedder also noted that this was the 2nd reading of the Ordinance that would amend the Frampton Tract Development Agreement by granting a second five-year renewal, modifying the Developer Fee section and make certain text amendments.

Chairwoman Clark opened the public hearing. There was no public input, so the public hearing was closed. Mr. Tedder noted that the 2nd public hearing as required would be held on August 15, 2022, at the 6PM Session.

Motion to approve: Councilman Adkins

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

E: David Tedder – Public hearing and 3rd reading of Ordinance [#O-2022-18](#) to amend Chapter 27 of the County Code of Ordinances (Fees) to Authorize and Set Fees and Costs for the Coroner’s Office and Matters Related Thereto.

Mr. Tedder was present to review and address this item for Council. Mr. Tedder also noted that this was the 3rd reading of the Ordinance that would amend Chapter 27 of the County Code of Ordinances -Fees to authorize and set fees and costs for the Coroner’s Office. He noted that all Coroner’s office across the state have these fees. He also noted that the next of kin would have no charge for the reports

Chairwoman Clark opened the public hearing. There was no public input, so the public hearing was closed.

Motion to approve: Councilman Sauls

Second: There was no second to this motion

The motion died for the lack of a second.

F: David Tedder – 2nd reading of Ordinance [#O-2022-23](#) to Amend Chapter 26 of the County Code of Ordinances (Taxation) to provide for the Reduction in Value of a Boat and its Motor by Forty-Two and 75/100 Percent of its Fair Market Value for the purpose of Personal Property Taxation (Providing that this Ordinance does not apply to Boats or Watercraft which are used as a Primary or Secondary Residence receiving a 4% Or 6% Tax Rate), and Matters Related Thereto.

Mr. Tedder was present to review and address this item for Council. Mr. Tedder also noted that this was the 2nd reading of the Ordinance that would amend Chapter 26 of the County Code of Ordinances – Taxation to provide for the reduction in value of a boat and its motor. Mr. Tedder noted that a public hearing as required would be held on August 15, 2022, at the 6PM Session.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

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

Mr. Tedder was present to review and address this item for Council. Mr. Tedder discussed the rationale and reasoning behind this ordinance. He also explained the timeframe and deadlines that would be associated with this ordinance. Mr. Tedder also noted that this was the 1st reading of the Ordinance that would levy and impose a one-half of 1 percent sales and use tax subject to a referendum within Jasper County

Motion to approve: Councilman Adkins

Second: Councilman Sauls

Vote: Unanimous, with the exceptions of Councilman Kemp and Vice Chairman Dr. Brantley who abstained from voting.

The motion passed.

H: Kimberly Burgess – Consideration of the **1st reading** by TITLE ONLY of an Ordinance to amend Jasper County Ordinance 2021-17 for fiscal year 2022 Jasper County budget to provide for amendments to the budget and to carryover approved lapsing funds to fiscal year 2023, and to amend Jasper County Ordinance O-2022-17 for fiscal year 2023 Jasper County budget to provide for amendments to the budget resulting from the carryover of approved lapsing funds from fiscal year 2022, and matters related thereto.

Ms. Burgess was present to review and address this item for Council. Ms. Burgess discussed the reason and need for this ordinance. She noted that this would amend Ordinance # 2021-17 for fiscal year 2022 (Jasper County Budget) to provide for amendments that needed to be made to the budget and to carryover approved lapsing funds to fiscal year 2023. She also noted this was to amend Ordinance # O-2022-17 for fiscal year 2023 (Jasper County Budget) to provide for amendments to the budget resulting from the carryover of approved lapsing funds from fiscal year 2022.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous with the exception of Councilman Kemp who voted no.

The motion passed.

I: Lisa Wagner – Consideration of the 1st reading Consideration of 1st Reading of an Ordinance to adopt Planned Development District Zoning for two tracts of land consisting of approximately 26.63 acres, bearing Jasper County Tax Map Numbers 081-00-04-007 and 081-00-04-080, located along N. Okatie Highway (Highway 170), approximately 2 miles east of the intersection of Highway 462, and known as Bailey Park PDD.

Ms. Wagner was present to review and address this item for Council. She noted that this was the first reading of this ordinance to adopt Planned Development District Zoning for two tracts of land consisting of approximately 26.63 acres, bearing Jasper County Tax Map Numbers 081-00-04-007 and 081-00-04-080. She noted that this property was located along N. Okatie Highway (Highway 170), which is approximately 2 miles east of the intersection of Highway 462 and known as Bailey Park PDD. She noted the public hearing would be scheduled.

Motion to Table this item: Councilman Kemp

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed for this item to be tabled.

New Business:

A: Wanda Simmons – Appointment request for a new member to the Library Board of Trustees.

Ms. Simmons was present to review and address this item for Council. She noted that there was a seat vacant on the Library Board of Trustees (Seat # 07-LB). She said that Ms. Hamilton had submitted her request to be excused from the remainder of her term on the Library Board, and that her term was scheduled to end on 12.31.2023. She noted that currently they had received information from one candidate for this seat that would like to fill the remainder of this term and that was Ms. Julie Mikols.

Ms. Simmons noted that Ms. Mikols has expressed great interest in the position and has former volunteer experience in a non-profit literacy organization. She noted that she had proved Ms. Mikols email and application for Council's review. Ms. Simmons stated at this time that staff recommends the appointment of Julie Mikols to the seat of 07-LB for the remainder of the 4-year term (previously held by Ms. Vasilisa Hamilton) beginning on 07.18.2022 with the term ending on 12.31.2023. At the term end, Ms. Mikols can be considered for reappointment to this seat.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

B: Wanda Simmons – Request to approve for the re-appointments of Mr. Roy Dupont, Gregory Gilbert and Ms. Josie Anderson to the LCOG Lowcountry Workforce Board for another three-year term effective beginning 07/01/2022.

Ms. Simmons was present to review and address this item for Council. She noted that Mr. Michael Butler, Workforce Development Director of the Lowcountry Council of Governments had asked that Jasper County Council re-appoint Mr. Roy Dupont, Mr. Gregory Gilbert and Ms. Josie Anderson to the (LCOG) Lowcountry Workforce Board for another three-year term effective as of 07.01.2022. Ms. Simmons stated that staff requested the approval of the re-appointments as per the request of Mr. Michael Butler of the Lowcountry Council of Governments.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

C. Andrew Fulghum – Appointment requests for the Grievance Committee.

Mr. Fulghum was present to review and address this item for Council. He noted that the Jasper County Grievance Committee was composed of five (5) members and two (2) alternates. He noted that he recommended that Mr. Rigoberto Ramirez, Appraiser, Assessor's Office as the new member to the Committee. He said that for the two alternates he recommended Mr. Jeffrey Barker, Chief Building Official, Planning & Building and Mr. Renty Kitty, Business License Coordinator, Business Licenses. He also noted that there were no grievances filed last year and that Mr. Tedder serves as Counsel for them.

Motion to approve: Councilman Adkins

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Old Business: None

Council Members Comments:

Councilman Kemp: He noted that at the last City of Hardeeville Council Meeting that Chief Woodward and Sheriff Hipp had entered into an MOU for a Crime Prevention Task Force.

Vice Chairman Dr. Brantley: He extended his condolences to the Auditor for the loss of her parents and to the Spisso Family also.

Councilman Adkins: He thanked God for all things. He said his thoughts and prayers went out to the bereaved families for their losses. He asked the Administrator to look into a possible other use for the van.

Councilman Sauls: He noted he had followed up with the State DOT Rep and was working on an assessment of the roads.

Chairwoman Clark: She noted that she would be traveling to Texas on Thursday to a funeral of her first cousin and would be gone from Thursday to Monday evening. She asked for everyone's prayers.

Administrator's Report:

Mr. Fulghum noted that he had provided his report in their packet. He discussed a little information that the Transportation Sales Tax was over performing and should end around September. He had Chief Wells give a short COVID status update.

Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II. There was no need to return to executive session for this meeting.

For additional information on this meeting go to:

https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

Adjourn:

Motion to adjourn: Councilman Adkins

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

The meeting adjourned at 8:01PM.

Respectfully submitted:

Wanda H. Simmons
Clerk to Council

Barbara B. Clark
Chairwoman



JASPER COUNTY COUNCIL

VIRTUAL

Special Called Meeting

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

July 27, 2022

MINUTES

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda H. Simmons, County Attorney David Tedder and Videographer Jonathan Dunham.

Chairwoman Clark called the meeting to order at 9:00AM. Chairwoman Clark asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Ms. Simmons, Clerk to Council read the Clerk's Report of Compliance with the Freedom of Information Act as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The Invocation was given by Vice Chairman Dr. Brantley and the Pledge to the Flag was led by Councilman Kemp.

Approval of the agenda:

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Approval of the minutes of 05.20.2022, 05.23.2022 and 05.27.2022:

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Ordinances:

A: David Tedder – 2nd reading of Ordinance #O-2022-24 to levy and impose up to a one (1) percent sales and use tax, subject to a referendum, within Jasper County pursuant to Section 4-10-1010 et seq. of the Code of Laws of South Carolina, 1976, as amended; to define the specific purposes and designate projects for which the proceeds of the tax may be used; to provide the maximum time for which such tax may be imposed; to provide the estimated cost of the projects funded from the proceeds of the tax; to provide for a county-wide referendum on

M- 07.27.2022

Jasper County Council

the imposition of the sales and use tax and the issuance of general obligation bonds and to prescribe the contents of the ballot questions in the referendum; to provide for the administration of the tax, if approved; to provide for the payment of the tax, if approved; and to provide for other matters relating thereto.

Mr. Tedder was present to review and address this request. He noted that this was the 2nd reading of this ordinance and discussed the prior reading of this ordinance. He discussed the details of this new legislation and the options that were again before the County Council. After some discussion Chairwoman Clark asked what direction Council wanted to go. He noted that the first reading had been 10 days ago and that he had forwarded Council some general letters from general counsel and senate. He highlighted some areas that needed to be addressed for this ordinance. After some further consideration and discussion Council made the following motion.

Motion to not approve this reading of this ordinance: Vice Chairman Dr. Brantley
Second: Councilman Adkins

Vote: Unanimous

The motion passed to not approve this reading of this ordinance.

For additional information on this meeting go to:

https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA

The information below was read for the executive session.

Motion to go into executive session: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim - Exit 3

Return to Regular Session:

Motion to return to regular session: Councilman Sauls

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Executive Session Motions:

There were no motions coming from Executive Session.

M- 07.27.2022

Jasper County Council

Adjourn:

Motion to adjourn: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

The meeting adjourned at 9:33AM.

Respectfully submitted:

Wanda H. Simmons
Clerk to Council

Barbara B. Clark
Chairwoman

AGENDA ITEM:

VIII

Presentations and Proclamations

AGENDA ITEM: VIII

Presentation Item A:

**Duane Swygert, Joe Gellici and Rob Devlin –
Presentation from SCDNR & DHEC to
the Jasper County Council on October 17th
relating to the water quality in Jasper County.**

AGENDA ITEM:

VIII

Presentation Item B:

**Chief Russell Wells - Presentation of the Pinning
Ceremony for Lieutenant Allen Perry**

AGENDA ITEM:

VIII

Presentation Item C:

**Chief Russell Wells - Presentation of the Pinning
Ceremony for Lieutenant Chad Recchia**

AGENDA ITEM: VIII

Presentation Item D:

**Director Arthur Benjamin - Presentation to
Mr. Harry Orr, promoted to
Detention Deputy Director from Captain**

AGENDA ITEM: VIII

Presentation Item E:

**Director Arthur Benjamin - Presentation to
Mrs. Beverly Orr, promoted to
Detention Captain from Lieutenant**

AGENDA ITEM:

VIII

Proclamation Item F



– PROCLAMATION –

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, the Jasper County Council of Jasper County, South Carolina, do hereby proclaim October 23-31, as **RED RIBBON WEEK**, and urge all citizens to join me in this special observance.

Dated this 17th day of October, 2022.

By: _____

Barbara B. Clark
Chairperson of the Jasper County Council

(SEAL)

AGENDA ITEM:

IX

Public Comments

AGENDA ITEM:

X

Resolution: Item A

RESOLVED this 17th day of October, 2022.

JASPER COUNTY, SOUTH CAROLINA

Chairwoman Barbara B. Clark,
Jasper County Council

(SEAL)
ATTEST:

Wanda Simmons
Clerk to County Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

AGENDA ITEM:

X

Resolution: Item B

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER R-2022-26

RESOLUTION OF JASPER COUNTY COUNCIL

**A RESOLUTION SUPPORTING OPERATION GREEN LIGHT FOR
VETERANS**

WHEREAS, the residents of Jasper County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Jasper County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service members experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Jasper County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted; therefore be it

NOW THEREFORE BE IT RESOLVED, with designation as a Green Light for Veterans County, Jasper County hereby declares from October through Veterans Day, November 11th 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service; therefore, be it further

RESOLVED, that in observance of Operation Green Light, Jasper County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

ADOPTED THIS THE 17th DAY OF OCTOBER 2022, and effective AS OF THE DATE ADOPTED FOR THE FISCAL YEAR 2023.

Barbara B. Clark, Chairwoman

ATTEST:

**Wanda Simmons
Clerk to Council**

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

AGENDA ITEM:

XI-A

Ordinance item A



Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659
Ridgeland, South Carolina 29936
Phone (843) 717-3650 Fax (843) 726-7707

Lisa Wagner, CFM
Director of Planning and Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	October 17, 2022
Project:	Zoning Map Amendment – General Commercial
Applicant:	Richard Ori
Tax Map Number:	083-00-03-057
Submitted For:	3 rd Reading
Recommendation:	Planning Commission Recommends Denial of General Commercial

Description: The subject property consists of 4.08 acres and is located at 5787 Lowcountry Drive. The Applicant has requested a Zoning Map Amendment to have the properties designated as General Commercial. The subject property is currently zoned Community Commercial and is undeveloped. The applicant would like to have the property re-zoned to General Commercial to allow a business and to rent out some flex space. The applicant believes General Commercial is a better fit for the area.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation,” which seeks to protect and promote the character of Jasper County that largely exists today outside of the municipalities. Most development, particularly commercial development, should be guided to the hamlets.
- **Adjacent Zoning:** The adjacent parcels are zoned Mixed Business and Community Commercial with Industrial, Residential, Rural Preservation and General Commercial nearby.
- **Adjacent Land Use:** Adjacent land uses are Commercial and vacant property.

- **Traffic and Access:** The subject property is accessed by Lowcountry Drive (Highway 462), which is a two lane state maintained highway.

Planning Commission Recommendation: Planning Commission recommends denial of the request to have the property designated as General Commercial.

Attachments:

1. Application by the applicant
2. Ordinance
3. Aerial map of property and surrounding area
4. Aerial map with zoning layer



Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659
Ridgeland, South Carolina 29936
Phone (843) 717-3650 Fax (843) 726-7707

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	RICHARD ORI
Address:	5787 LOWCOUNTRY DRIVE, RIDGELAND SC 29936 (RESIDENTIAL) 312 FLOTWATER DR. BUFFTON SC 29910 (HOME)
Telephone/Fax:	310 350 6300
Email:	HOTPRODUCTS @ SPIRITUALQUEST.COM
Property Address or Physical Location:	5787 LOWCOUNTRY DRIVE, RIDGELAND SC 29936
Tax Map Number(s):	083-00-03-057 LOT C
Gross Acreage:	177,725 sqft / 4.08 AC
Current Zoning:	COMM COMMERCIAL
Proposed Zoning:	GENERAL COMMERCIAL
Administrative Fee: (\$250 per lot)	
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	OWNER'S BUSINESS MAY REQUIRE ZONING CHANGE. ADDITIONALLY, OUR EXPECTATION IS THAT THE EXPANDED ALLOWED USES WILL BE BETTER FOR THE COMMUNITY IN THAT EXCESS WAREHOUSE COULD BE RENTED TO A BROADER AUDIENCE.

Signature of Owner or Owner-Authorized Applicant
(Proof of owner-authorization required)

7-1-22
Date

Internal Use Only

Date Received:	7-5-2022
Amount Received:	\$250.-
Staff Member:	LU

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: O-2022-27

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 5787 Lowcountry Drive, bearing Jasper County Tax Map Number 083-00-03-057 from the Community Commercial Zone to the General Commercial Zone on the Jasper County Official Zoning Map.

WHEREAS, the owner of the parcel bearing Jasper County Tax Map Number 083-00-03-057, consisting of approximately 4.08 acres, located at 5787 Lowcountry Drive, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Community Commercial Zone to the General Commercial and the property owner submitted that request to the Jasper County Planning Commission and County Council; and

WHEREAS, the Jasper County Planning Commission has reviewed the zoning map amendment request and recommends denial by Council; and

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

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

1. Jasper County Council finds that in accordance with the staff report and the recommendation of the Planning Commission, the proposed zoning is not consistent with the continued pattern of growth in the vicinity and is not in harmony with the Jasper County Comprehensive Plan. Good cause having not been shown, approximately 4.08 acres bearing Jasper County Tax Map Number 083-00-03-057, located at 5787 Lowcountry Drive, depicted on the

Jasper County Official Zoning Map in the Community Commercial Zone shall not be transferred to the General Commercial Zone.

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

Ms. Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # O-2022-27

First Reading: September 6, 2022

Second Reading: October 3, 2022

Public Hearing: October 3, 2022

Adopted: October 17, 2022

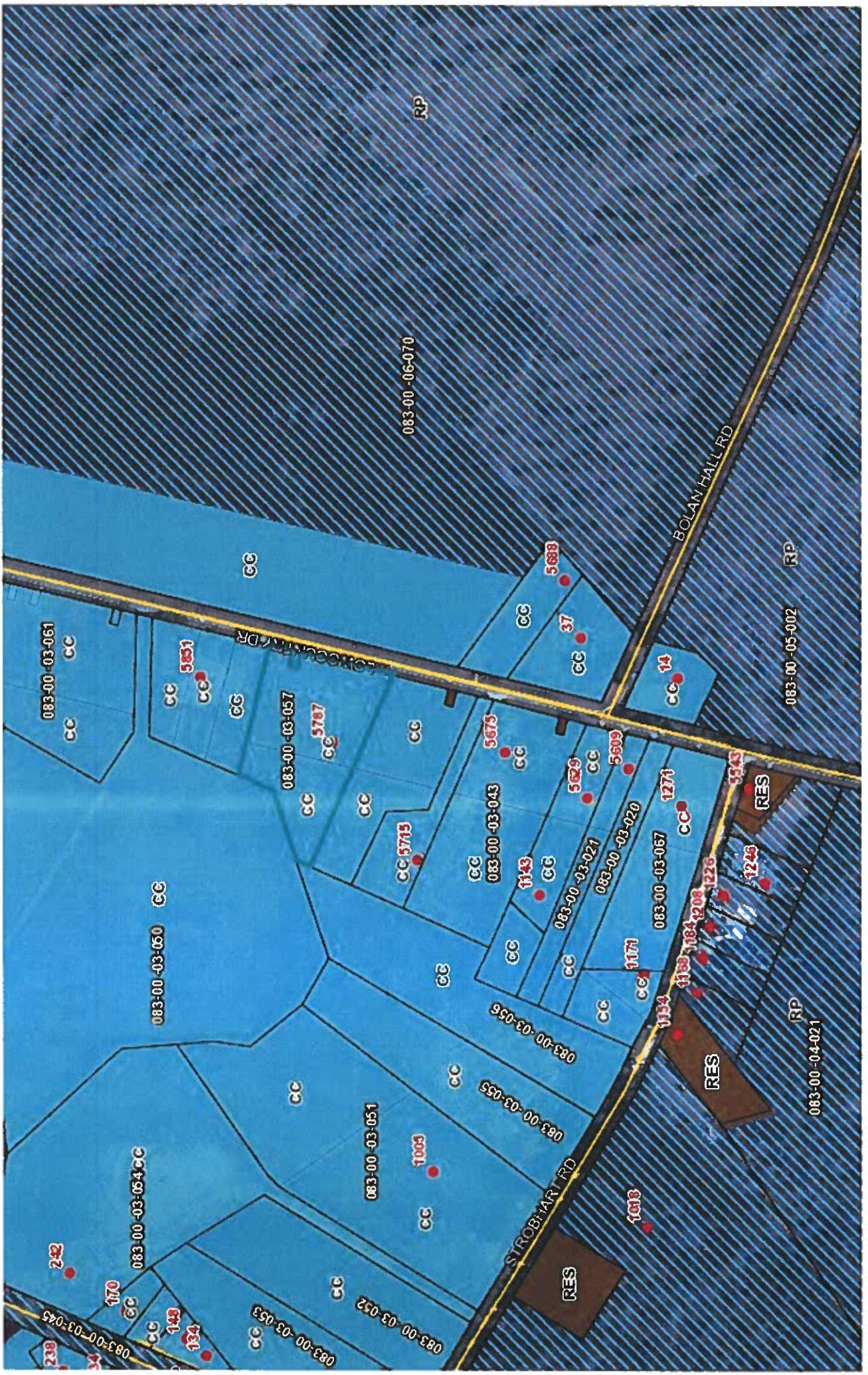
Considered by the Jasper County Planning Commission at it's meeting on
August 9, 2022 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date





AGENDA ITEM:

XI-B

Ordinance item B



Jasper County Planning and Building Services

358 Third Avenue - Post Office Box 1659
Ridgeland, South Carolina 29936
Phone (843) 717-3650 Fax (843) 726-7707

Lisa Wagner, CFM
Director of Planning and Building Services
lwagner@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	October 17, 2022
Project:	Zoning Text Amendment – Article 7:5, <i>Maximum Height</i>
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission recommends approval of Zoning Text Amendment

Description: The purpose and intent of this proposed ordinance is to amend Article 7:5 of the Jasper County Zoning Ordinance, *Maximum Height* requirement. Currently, the maximum building height is 35', measured from the average finished grade elevation at the building line to the mean roof height. Recently, the planning staff has received inquiries and a request for a variance to increase the building height. The proposed ordinance will provide guidelines to allow certain projects to ask for an increase in building height not to exceed 50' and in all cases, each request would be reviewed by the Fire Chief or their designee to determine if the project site is located in an area where EMS has the ability to adequately fight a structure fire based on public water and firefighting equipment

Analysis: The proposed ordinance would amend the Jasper County Zoning Ordinance as follows (new language in red):

Article 7:5, Maximum Height:

Maximum building height in all districts is 35 feet. Height measurement shall be made from the average finished grade elevation at the building line to the mean roof height.

The maximum building height may be increased to 50 feet, measured from the average finished grade elevation at the building line to the mean roof height, in areas where there is a public water distribution system and the Fire Chief or their appointed designee, confirms that there is adequate firefighting equipment capable of fighting a structure fire available in such areas to safely accommodate the increased height.

Non-Habitable structures such as towers and flagpoles shall not exceed 35 feet in height measured from the average finished grade except where flags are expressly permitted in Article 15, Sign Standards.

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

Planning Commission Recommendation: The Planning Commission reviewed this ordinance at their September 13, 2022 Meeting and recommends approval of the ordinance as presented.

Attachments:

1. Ordinance
2. Article 7:5 of the Jasper County Zoning Ordinance, *Maximum Height*

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2022-30

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To Amend Article 7:5, *Maximum Building Height*, of the Jasper County Zoning Ordinance, to allow increased building heights in certain areas where there is a public water distribution system and adequate fire-fighting equipment available in such areas, which is capable of fighting a structure fire safely

WHEREAS, the Jasper County Zoning Ordinance provides for the general purposes of guiding development in accordance with existing and future needs and promoting public health, safety, morals, convenience, order, appearance, prosperity, and general welfare; and

WHEREAS, Article 7:5 of the Jasper County Zoning Ordinance regulates the maximum building height of all structures within Jasper County; and

WHEREAS, Jasper County has received several requests about increasing the maximum building height, where appropriate, to allow for certain types of development, such as, apartments; and

WHEREAS, the Jasper County Planning Commission has recommended approval by County Council to allow for increased building heights in areas where there is a public water distribution system and adequate firefighting equipment available in such areas, which is capable of fighting a structure fire; and

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

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

1. Article 7:5, *Maximum Building Height*, of the Jasper County Zoning Ordinance is hereby amended to read as follows:

Maximum building height in all districts is 35 feet. Height measurement shall be made from the average finished grade elevation at the building line to the mean roof height.

The maximum building height may be increased to 50 feet, measured from the average finished grade elevation at the building line to the mean roof height, in areas where there is a public water distribution system and the Fire Chief or their appointed designee, confirms that there is adequate firefighting equipment capable of fighting a structure fire available in such areas to safely accommodate the increased height.

Non-Habitable structures such as towers and flagpoles shall not exceed 35 feet in height measured from the average finished grade except where flags are expressly permitted in Article 15, Sign Standards.

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

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

Ms. Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE O-2022-30

First Reading: October 3, 2022

Second Reading: October 17, 2022

Public hearing: October 17, 2022

Adopted: October 17, 2022

Considered by the Jasper County Planning Commission at its meeting on
September 13, 2022.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

AGENDA ITEM:

XI-C

Ordinance item C

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE O-2022-31
AN ORDINANCE
OF JASPER COUNTY COUNCIL**

**AN ORDINANCE OF THE COUNTY OF JASPER,
AMENDING THE FISCAL YEAR 2022 – 2023 BUDGET AS
ORIGINALLY ADOPTED BY ORDINANCE NO. O-2022-17
ADOPTED JUNE 27, 2022 IN ACCORDANCE WITH THE
LOCAL GOVERNMENT CODE OF THE STATE OF SOUTH
CAROLINA AND THE ORDINANCES AND RULES OF THE
COUNTY OF JASPER, SOUTH CAROLINA;
APPROPRIATING THE VARIOUS AMOUNTS THEREOF,
TO PROVIDE FOR THE EXPENDITURE NOT TO EXCEED
\$800,000 FROM THE FUND BALANCE FOR THE PURPOSE
OF RENOVATIONS TO THE JASPER COUNTY FARMERS'
MARKET AND REPEALING ALL ORDINANCES OR
PARTS OF ORDINANCES IN CONFLICT THEREWITH,
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the County Council of Jasper, South Carolina approved Budget Ordinance No. 2022-17 for the 2022 – 2023 Fiscal Year on June 27, 2022; and

WHEREAS, the County Administrator of the County of Jasper has submitted to the County Council, a proposed budget amendment of additional appropriations from the general fund not to exceed \$800,000 for renovations of the Jasper County Farmers' Market; and

WHEREAS, the County Council of the County of Jasper, South Carolina desires to amend the approved Budget Ordinance for the 2022 – 2023 Fiscal Year;

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

SECTION 1. Amendment to the Current Budget

That appropriations for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023, for support of the general government of the County of Jasper, South Carolina be amended for said term not to exceed \$800,000 for the purposes stated herein.

SECTION 2. Approval of Amendment

That the budget amendment is hereby approved in all aspects and adopted as an amendment to the Jasper County budget for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023.

SECTION 3. Conflict

That all Ordinance or parts of Ordinance in conflict herewith are hereby repealed.

SECTION 4. Effective Date. This ordinance shall take effect from and after the date of its final passage and adoption in accordance with state law.

Jasper County Council

BY:

Barbara B. Clark, Chairperson

ATTEST:

**Wanda Simmons,
Clerk to Council**

First Reading: 10.03.2022

Second Reading: 10.17.2022

Public Hearings:

Adopted:

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

AGENDA ITEM:

XI-D

Ordinance item D

Section 1. *Establishment of Multi-County Park; Approval of MCP Agreement; Location of Park; Change of Park Boundaries.*

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

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

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

Section 2. *Payment of Fee-in-lieu of Taxes.*

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

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

Section 3. *Savings Clause.* If any portion of this Ordinance shall be held void or otherwise invalid, the validity and binding effect of the remaining portions shall not be affected thereby.

Section 4. General Repealer. Any prior ordinance or resolution, the terms of which are in conflict herewith, is, only to the extent of such conflict, hereby repealed.

Section 5. Effectiveness. This Ordinance shall be effective upon approval following third and final reading.

HAMPTON COUNTY, SOUTH CAROLINA

By: _____
Chairman of County Council
Hampton County, South Carolina

ATTEST:

Clerk to County Council
Hampton County, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF HAMPTON)

I, the undersigned, Clerk to the County Council of Hampton, South Carolina ("County Council") DO
HEREBY CERTIFY:

That the foregoing constitutes a true, correct, and verbatim copy of an Ordinance adopted by the County Council. The Ordinance was read and received a favorable vote at three public meetings of the County Council on _____, _____, and _____. At least one day passed between first and second reading, and at least seven days passed between second and third readings. A public hearing was held on _____, and notice of the public hearing was published in the _____ on _____. At each meeting, a quorum of County Council was present and remained present throughout the meeting.

Attached hereto are excerpts of the minutes of the meetings of the County Council. The County Council complied with the Freedom of Information Act, Chapter 4, Title 30 of the S.C. Code of Laws, 1976, in connection with said meetings of County Council.

The Ordinance is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of Hampton County Council, South Carolina, as of this ____ day of 2022.

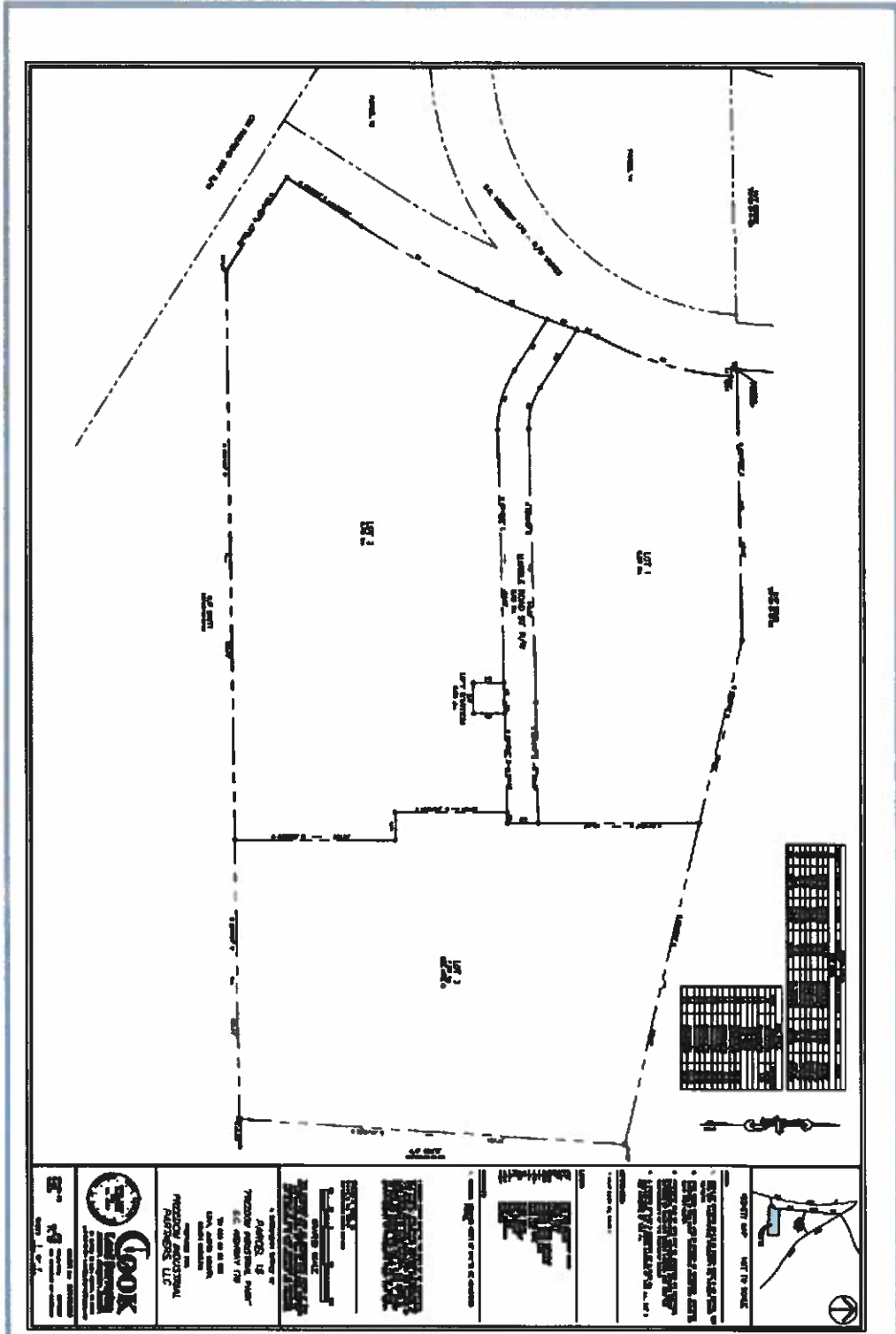
Clerk to Hampton County Council
Hampton, South Carolina

EXHIBIT A

Initial Property

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

Exhibit A-1



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

THIS AGREEMENT FOR THE ESTABLISHMENT OF MULTI-COUNTY INDUSTRIAL/BUSINESS PARK (FREEDOM INDUSTRIAL PARK) for the establishment of a multi-county industrial/business park to be located within Jasper County and Hampton County is made and entered into as of _____, 2022, by and between Jasper County, South Carolina ("Jasper County") and Hampton County, South Carolina ("Hampton County").

RECITALS

WHEREAS, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. _____, enacted by Jasper County Council on _____, 2022, and Ordinance No. _____ enacted by Hampton County Council on _____, 2022, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established in Jasper County a multi-county industrial/business park (the "Park"), to be located upon property more particularly described in Exhibit A (Jasper); and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

NOW, THEREFORE, in consideration of the mutual agreement, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Jasper County and Hampton County, their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (the "Code") and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a multi-county industrial or business park may be created.

3. Location of the Park.

(A) The Park consists of property that is located in Jasper County and which now or will be owned by project sponsors for the purpose of establishing industrial, distribution and/or commercial facilities, the property being more particularly described in Exhibit A hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within Jasper County. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the county council of Jasper County and resolution of the county council of Hampton County. Except as permitted by the Intergovernmental Agreement dated as of November 4, 2021 between Jasper County and the City of Hardeeville, South Carolina ("2021 IGA") attached hereto as Exhibit B if any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

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

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

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

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

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

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

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

Any payment from Jasper County to Hampton County of Hampton County's allocable share of Park revenues: (1) shall be made and accompanied by a statement showing the manner in which total payment and each County's share were calculated. If any Park revenues are received by Jasper County through payment by any owner, or any lessee/tenant, or any other taxpayer is made under protest, or otherwise as part of a dispute, then Jasper County is not obligated to pay Hampton County more than Hampton County's share of the undisputed portion of the Park revenues until thirty (30) days after the final resolution of the protest or dispute.

7. Revenue Allocation within Each County. Park revenues generated shall be distributed to and within the County as follows:

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

(B) Revenues allocable to Hampton County by way of fees in lieu of *ad valorem* taxes generated from properties located in the Jasper County portion of the Park shall be distributed solely to Hampton County.

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

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

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

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

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

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

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

14. Additional Parties. This Agreement may be amended from time to time to add additional counties located in South Carolina, subject to Article VIII, Section 13(D) of the Constitution of South Carolina and Title 4, Chapter 1 of the Code, by ordinance of the county council of Jasper County, and by resolution of the county council of Hampton County; provided, however, that to the extent permitted by law, additional counties may be added as parties hereto with only the enactment of an ordinance of the county council of Jasper County only in the event that such additional county's allocation of Park Revenues hereunder shall be allocated solely out of Jasper County's residual net share of the Park Revenues provided for its use and distribution pursuant to Section 7 hereof.

15. Term; Termination. Except as specifically provided in this Section 15, Jasper County and Hampton County agree that this Agreement may not be terminated in its entirety by any party and shall

remain in effect for a period equal to the longer of (i) twenty-one (21) years commencing with the effective date of this Agreement or (ii) a period of time of sufficient length to facilitate any special source revenue credits due with respect to Park property. Notwithstanding anything in this Agreement to the contrary, this Agreement may not be terminated to the extent that Jasper County has outstanding contractual commitments to any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property requiring designation of such property as part of a multi-county industrial/business park pursuant to Article VIII, Section 13(D) of the Constitution of South Carolina and/or Title 4, Chapter 1 of the Code (the "Act"), unless Jasper County shall first (i) obtain the written consent of such owner, lessee/tenant, or other taxpayer or (ii) designate such parcel as part of another multi-county industrial/business park pursuant to the Act effective immediately upon termination of this Agreement. Additionally, in the event that Jasper County complies with the preceding sentence, Jasper County may unilaterally terminate this Agreement upon providing thirty (30) days' notice to Hampton County and any owner or in the event the County is the owner pursuant to a negotiated fee-in-lieu-of-tax agreement under Title 4, Chapter 29 or Chapter 12 of the Code, lessee/tenant, or other taxpayer of or with respect to Park property.

16. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties is vested with the Sheriff's Office of Jasper County, for matters within their jurisdiction. If any of the Park properties are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

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

JASPER COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

By: _____
County Council Clerk
Jasper County, South Carolina

HAMPTON COUNTY, SOUTH CAROLINA

By: _____
Chairman, County Council
Hampton County, South Carolina

[SEAL]

Attest:

By: _____
County Council Clerk
Hampton County, South Carolina

Exhibit A (Jasper)
PARK PROPERTY

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

Exhibit B

STATE OF SOUTH CAROLINA)
) INTERGOVERNMENTAL
) AGREEMENT
COUNTY OF JASPER) (ECONOMIC DEVELOPMENT
) COOPERATION)
CITY OF HARDEEVILLE)

WHEREAS, Jasper County, South Carolina ("County") and the City of Hardeeville, South Carolina ("City") desire to establish and agree to the matters set forth herein for purposes of enhancing the economic development competitiveness of the region and providing opportunities for the citizens of the County and the City; and

WHEREAS, the County acting by and through its County Council ("County Council") is empowered under and pursuant to the provisions of the Code of Laws of South Carolina, 1976, as amended, and specifically, Title 4, Chapter 1 ("MCIP Act") to enter into agreements with other counties within the State of South Carolina ("State") for the purpose of creating joint county industrial and business parks ("Parks" or "Park"), pursuant to which certain infrastructure credits ("Credits") are made available to investors locating, improving, or expanding projects within such parks ("Project"); and

WHEREAS, the County may enter into incentive agreements with the developers or companies locating a Regional Project within a Park; and

WHEREAS, a Project may be located within the corporate limits of the County and of the City ("Regional Project"); and

WHEREAS, the MCIP Act does not permit inclusion of a Regional Project within a Park unless the City consents thereto; and

WHEREAS, for the term herein the City desires to provide its blanket consent to the County including Regional Projects in a Park, provided that the County agrees to distribute a portion of the fees in lieu of taxes paid on behalf of a Regional Project ("Fee Revenues") to the City as more particularly described herein; and

WHEREAS, the County and the City have reduced their mutual understandings regarding the conditions to City's blanket consent to this Intergovernmental Agreement ("Intergovernmental Agreement").

NOW, THEREFORE, it is hereby agreed between Jasper County and the City of Hardeeville that:

1. The City consents to the inclusion of Regional Projects in a Park for so long as (A) the City receives from the County a distribution of 27.4% of Fee Revenues paid in connection with any Project ("City Share"), such calculation to be made after (i) the County is reimbursed for any Direct Capital Expenses it incurs related to a Project, (ii) the adjustments set forth in paragraph 2 below, (iii) deduction of Credits from the Fee Revenues in accordance with the provisions of the applicable incentive agreement, and after (iv) distribution of a portion of the Fee Revenues to the appropriate partner county in accordance with the applicable agreement governing the operation of a Park.

For purposes of this Intergovernmental Agreement, the following definitions shall apply:

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"Direct Capital Expense" means a capital expenditure necessary to (i) meet a discrete need of a Project, (ii) induce a company or investor to locate on a particular site within the County, or (iii) improve, construct or rehabilitate land and infrastructure needed for a Project.

"PILOT Act" shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

"Impact Fees" mean one-time fees charged in order to account for and offset (i) a Direct Capital Expense, (ii) the additional costs of providing public services distinctly attributable to a Project, or (iii) the immediate financial impact a Project's increased use of infrastructure or utilities has on existing public infrastructure. Such fees shall bear a reasonable relation to the actual impact of the Project, as detailed in the Written Declaration of Revenues.

"Operational Fees" mean either (i) any portion of a fee charged in order to provide funds to offset continuing expenses resulting from general economic growth that may be either directly or indirectly related to a Project, or (ii) fees not properly justified as Impact Fees in the Written Declaration of Revenues; provided, however, permit, license, inspection and other similar fees established by ordinance shall not constitute Operational Fees.

"Written Declaration of Revenues" means a written statement provided by the City to the County detailing all fees charged and setting forth whether such fees are generally applicable fees set forth in an ordinance, Impact Fees, or Operational Fees. To the extent any fee is designated an Impact Fee, the Written Declaration of Revenues shall provide the basis for calculating the amount of the Impact Fee.

2. The City's City Share shall be reduced to account for any Operational Fees charged by the City to a Project. The reduction shall be instituted such that the City's projected total receipts of Fee Revenues on an NPV basis from the Project equals the sum of the City's Operational Fee plus the reduced stream of Fee Revenues on an NPV basis over the same period.

3. The amount of any reduction resulting from the application of paragraph 2 shall result in a corresponding increase in the amount of Fee Revenues received by the County and The Jasper County School District ("School District"). Such amount shall be split equally between the County and School District.

4. As soon as practicable after a Regional Project requests inclusion within a Park, the City shall provide to the County a Written Declaration of Revenues setting forth all fees charged to the Project and all Documented Capital Expenditures. Any time thereafter the City charges a fee to a Project, it shall provide an additional Written Declaration of Revenues setting forth all fees charged to the Project and all Documented Capital Expenditures.

5. Unless increased pursuant to paragraph 3, the County will receive a distribution of 32.6% of Fee Revenues paid on behalf of the Project.

6. Unless increased pursuant to paragraph 3, the School District will receive a distribution of 40% of Fee Revenues paid on behalf of the Project.

7. Upon the expiration or earlier termination of the applicable incentive agreement a Project shall be automatically removed from the MCIP.

8. The County agrees not to consent to any assignment of the applicable incentive agreement (to the extent the County's consent is required under the applicable incentive agreement), or agree to any

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amendment or modification of the applicable incentive agreement which increases the percentage of the Credit or the term over which it is granted, without obtaining the written consent of the City.

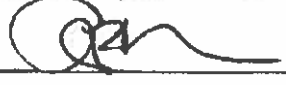
9. This Intergovernmental Agreement shall be for a term of five years ("Initial Term"). Should the City and County desire to renew this Intergovernmental Agreement upon the expiration of the Initial Term they may do so.

10. Should any part, term, or provision of this Intergovernmental Agreement be finally declared to be invalid or otherwise enforceable by any court of competent jurisdiction, such declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder, all of which are hereby declared to be separable.

[signature page follows]

Agreed upon and entered into as of the 5th day of November, 2021.

JASPER COUNTY, SOUTH CAROLINA

By: 

Its: County Administrator

CITY OF HARDEEVILLE, SOUTH CAROLINA

By: 

Its: City Manager

AGENDA ITEM:

XI-E

Ordinance item E

STATE OF SOUTH CAROLINA)
)
COUNTY OF JASPER)

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Ordinance and the Fee Agreement.

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

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

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

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

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

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

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

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

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

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

JASPER COUNTY, SOUTH CAROLINA

Chair, Jasper County Council

(SEAL)
ATTEST:

Clerk of Council, Jasper County Council

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

EXHIBIT A
FORM OF FEE AGREEMENT

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

BETWEEN

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

AND

JASPER COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF _____, 2022

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

“Department” means the South Carolina Department of Revenue.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of South Carolina.

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

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

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

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

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III THE PROJECT

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

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

Section 3.3. *Filings and Reports.*

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

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

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

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

- Step 1: Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any Real Property and Improvements without regard to depreciation; provided however, at the election of a Sponsor, the fair market value will be determined by appraisal by the Department, in which case the Real Property and Improvements will be subject to reappraisal no more than once every 5 years; and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company or a Sponsor if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the Act specifically disallows.

- Step 2: Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 14 years thereafter or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.

- Step 3: Use a fixed millage rate equal to the millage rate in effect on June 30, 2021, which is .459, as Section 12-44-50(A)(1)(d) of the Act provides, during the Exemption Period against the taxable value to determine the amount of the Payments in Lieu of Taxes due during the Exemption Period on the payment dates that the County prescribes for such payments or such longer period of years in which the Act permits the Company or a Sponsor to make annual fee payments.

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

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

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

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

Section 4.5. Condemnation.

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

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

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

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

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

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

**ARTICLE V
ADDITIONAL INCENTIVES**

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

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

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

ARTICLE VI CLAW BACK

Section 6.1. *Claw Back.*

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

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

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

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

ARTICLE VII DEFAULT

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

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

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

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

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

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

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

Section 7.2. Remedies on Default.

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

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

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

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

ARTICLE VIII PARTICULAR RIGHTS AND COVENANTS

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

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

Section 8.3. Indemnification Covenants.

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

(b) The County is entitled to use counsel of its choice and the Sponsors shall reimburse the County for all of its costs, including attorneys’ fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsors shall pay the County within 30 days of receipt of the statement. The Sponsors may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

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

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsors are not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsors with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Sponsors notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

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

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

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

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

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

ARTICLE IX SPONSOR AND SPONSOR AFFILIATES

Section 9.1. Sponsor and Sponsor Affiliates. The *Sponsors* may designate, from time to time, other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Act, which Sponsors or Sponsor Affiliates shall be persons who join with the Company and other Sponsors and make investments with respect to the Project, or who participate in the financing of such investments, who agree to be bound by the terms and provisions of this Agreement. All other Sponsor or Sponsor Affiliates who otherwise meet the requirements of Section 12-44-30 (19) or (20) and Section 12-44-130 of the Act are subject to the consent of the County, which consent shall not be unreasonably withhold. To the extent that the aggregate investment in the Project by the end of the Investment Period by all Sponsors and Sponsor Affiliates exceeds \$5,000,000, to the extent permitted by Section 12-44-30(19) of the Act, all investment by such Sponsors and Sponsor Affiliates during the Investment Period shall qualify for the FILOT pursuant to Section 4.1 of this Agreement (subject to the other conditions set forth therein) regardless of whether each such entity invested amounts equal to the Contract Minimum Investment Requirement by the end of the Investment Period. A Sponsor or Sponsor Affiliate shall provide the County and the Department of Revenue with written notice of any other Sponsor or Sponsor Affiliate designated pursuant to this Section 9.01 in accordance with Section 12-44-130(B) of the Act. The parties agree that, if any Sponsor or Sponsor Affiliate ceases to become a party to this Agreement, the Agreement shall continue to remain in effect with respect to any remaining Sponsors or Sponsor Affiliates. The Sponsor or Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor or Sponsor Affiliate, as the case may be, to the County.

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

ARTICLE X MISCELLANEOUS

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

IF TO THE COMPANIES:

Freedom Industrial Partners, LLC |

Attn:

Freedom Industrial Partners 2, LLC

Attn:

WITH A COPY TO (does not constitute notice):

Haynsworth Sinkler Boyd, P.A.

Attn: Gary W. Morris

1201 Main Street, Suite 2200

Columbia, SC 29201

IF TO THE COUNTY:

Jasper County, South Carolina

Attn: County Administrator

PO Box 1149

358 Third Avenue,

Ridgeland, SC 29936

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein

Attn: Ray Jones

1221 Main Street, Suite 1100

Columbia, SC 29201

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

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

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

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

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

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

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

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

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

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

Section 10.10. Termination; Termination by Sponsor.

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

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

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

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

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

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

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

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK]

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Jasper County, South Carolina

ATTEST:

By: _____
Clerk to County Council
Jasper County, South Carolina

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

FREEDOM INDUSTRIAL PARTNERS, LLC |

By: _____
Its: _____

FREEDOM INDUSTRIAL PARTNERS 2, LLC

By: _____
Its: _____

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

EXHIBIT A
PROPERTY DESCRIPTION

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

EXHIBIT A-1

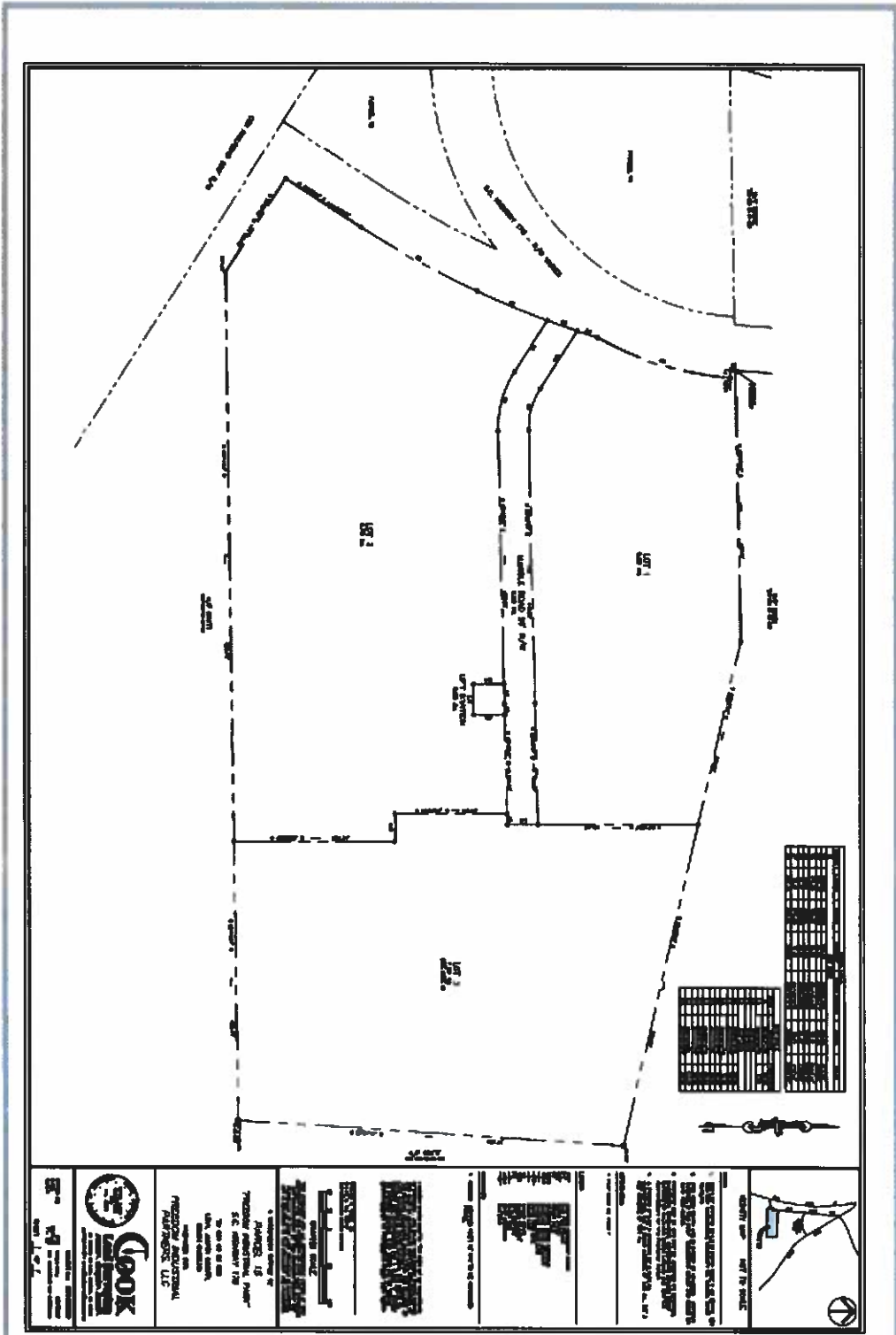


EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

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

1. Joinder to Fee Agreement.

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

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

FREEDOM INDUSTRIAL PARTNERS, LLC

Name of Entity

By: _____

Its: _____

Date

FREEDOM INDUSTRIAL PARTNERS, LLC

Name of Entity

By: _____

Its: _____

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

JASPER COUNTY, SOUTH CAROLINA

By: _____

Its: _____

AGENDA ITEM:

XI-F

Ordinance item F

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #2022-_____

ORDINANCE OF JASPER COUNTY COUNCIL

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

WHEREAS, Jasper County and Gopher Hill Properties, LLC (“GHP”) have negotiated the terms of a proposed Contract for the Purchase and Sale of Commercial Real Property (“Agreement”) between them by which Jasper County would sell, by and through St. Peters Parish/Jasper County Public Facilities Corporation, and GHP would purchase three parcels of land totaling approximately 25.02 acres located at the Cypress Ridge Industrial Park, said parcels having TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.40 acres, and TMS 048-00-01-032, approximately 2 acres, in order to expand and grow the existing commercial enterprise located adjacent thereto; and

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

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

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

WHEREAS, in accordance with South Carolina law, Jasper County Council must pass an ordinance authorizing the sale of real property; and

WHEREAS, Jasper County Council finds the terms of the modified Agreement to be fair, equitable and in the best interests of the citizens of Jasper County, and in furtherance of additional economic development within the County;

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

1. Jasper County Council hereby acknowledges the approval of the Agreement, a copy of which is attached as Exhibit "A", and the execution and delivery of the Agreement for the Purchase and Sale of commercial real property on behalf of the County;
2. Jasper County Council adopts the foregoing recitals as part of this Ordinance, and approves the sale of the referenced County property upon the terms and conditions of the Agreement;
3. The Jasper County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver on behalf of Jasper County an executed copy of the modified Agreement (Exhibit "A", a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property to the purchaser.
4. County Council authorizes the acceptance of the two parcels of land referenced in the Agreement as partial payment for the property being transferred from the County, and the County Administrator, with the assistance of the County Attorney, is further authorized to execute and deliver on behalf of Jasper County, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property referenced to Jasper County.

5. This Ordinance shall take effect upon approval of the Council.

Done this _____ day of _____, 2022.

Barbara B. Clark, Chairwoman

ATTEST:

Wanda Simmons, Clerk to Council

ORDINANCE 2022-O-_____
First Reading: 10.17.2022
Second Reading: _____
Public hearing: _____
Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder Date: _____

AGREEMENT OF PURCHASE AND SALE

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

RECITALS:

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

2. Purchaser desires to purchase the Property.

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

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

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

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

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

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

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

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

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

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

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

2.3 Earnest Money.

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

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

3. **Survey.**

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

4. **Inspection.**

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

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

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

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

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

5. **Closing.**

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

5.2 Closing Costs and Prorations.

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

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

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

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

5.3 Title.

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

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

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

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

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

5.4 Closing Documents.

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

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

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

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

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

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

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

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

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

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

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

6. **Seller's Representations.**

Seller represents to Purchaser as follows:

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

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

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

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

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

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

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

7. Purchaser's Representations.

Purchaser represents to Seller as follows:

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

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

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

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

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

8. General Provisions.

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

8.2 No Joint Venture; Third-Party Beneficiaries.

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

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

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

8.4 Default and Remedies.

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

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

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

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

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

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

If to Purchaser:

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

With a copy to:

If to Seller:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page follows]

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

Witnesses:

SELLER:

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

By: _____ (SEAL)

Name: _____

Its: _____

PURCHASER:

GOPHER HILL HOLDINGS LLC, a Georgia limited liability company

By: _____ (SEAL)

Name: _____

Its: _____

EXHIBIT A
Legal Description
(Preliminary)

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

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

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

AGENDA ITEM:

XI-G

Ordinance item G

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #O-2022-18

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend Chapter 27 of the County Code of Ordinances (Fees) to Authorize
and Set Fees and Costs for the Coroner's Office and Matters Related
Thereeto.

WHEREAS, in furtherance of §17-5-100 of the Code of Laws of South Carolina (1976 as amended) and to provide certainty as to the amount of administrative and other costs for the Jasper County Coroner's Office, Jasper County Council desires to provide for certain fees and to be collected by the Coroner of Jasper County regarding certain services; and

WHEREAS, County Council, upon review and recommendation of the Coroner for Jasper County, and the recommendation of the County Administration, finds that the proposed fees for services are fair and reasonable, and within the range of fees and costs imposed by other counties in the State of South Carolina;

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

Section 1. The Jasper County Code of Ordinances, Chapter 27, FEES, is amended by adding a new Article II, *Fees and Costs for the Coroner's Office*, as follows:

Section 27-10. Fees Established for the Jasper County Coroner's Office.

(A) The county coroner shall charge a fee for the issuance of official reports to persons or companies having a material interest in any matter, such as investigative reports, autopsy reports, and toxicology reports provided by the coroner's office as follows:

Consult report \$50.00

Autopsy report \$100.00

Toxicology report \$25.00

Other reports \$10.00 for each first page and \$0.50 for each additional page

No fees shall be charged to the next of kin of persons who are the subject of such reports or law enforcement agencies.

- (B) The coroner's office shall charge a fee of \$20 for the issuance of a permit for the cremation of the body of any person who died in the county, pursuant to the provisions of S.C. Code § 17-5-310.
- (C) The county coroner shall charge \$15.00 per CD for photographs.
- (D) The county coroner shall charge a fee of \$1,000.00 for cost of cremation, transportation and administrative fees to take possession of remains of decedent that was deemed indigent at the time of death.
- (E) Indigent cases will be held at the holding facility of the coroner for a minimum of 30 days, to give time for family notification and/or to allow family time in which to obtain funds to make proper arrangements. After the passage of 30 days, the next of kin must sign an authorization for cremation. If there is no next of kin, the coroner shall sign the authorization for cremation. The coroner's office shall retain the cremains for a period of one year. If after this one-year time period the family would like to receive the cremains, they may do so by reimbursing the county in the amount \$1,000.

Section 2. Severability.

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

Section 3. This Ordinance shall take effect upon approval by Council.

SIGNATURES AND ATTESTATION BEGIN ON FOLLOWING PAGE

Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council
ORDINANCE: O-2022-18

First Reading: 06.06.2022
Second Reading: 06.27.2022
Public Hearing: 07.18.2022
Adopted: 10.03.2022

Reviewed for form by the Jasper County Attorney.

David Tedder

Date

AGENDA ITEM:

XII

New Business item A



OFFICE OF THE JASPER COUNTY ADMINISTRATOR


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

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

MEMORANDUM

TO: The Honorable County Council

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

CC: Mr. Danny Lucas, Director, Development Services Division
Ms. Wanda Simmons, Clerk to Council

DATE: October 11, 2022

SUBJECT: Appointment - Regional Housing Trust Oversight Board

Background:

County Council recently adopted a resolution and Intergovernmental Agreement (IGA) regarding affordable housing. The IGA calls for each party to the IGA to appoint one (1) representative to serve a two-year term on the Regional Housing Trust Oversight Board.

Current Situation:

On Oct. 9, I received an email from Beaufort County Administrator, Mr. Eric L. Greenway, confirming that all eight jurisdictions have approved the IGA and requesting that each governing body appoint someone with qualifications outlined in the IGA to the Board by Nov. 1.

This day, I directly received a request from Mr. Tedd Moyd, President & CEO of Jasper County Neighbors United, to serve in that capacity. This is the only request staff has received.

Requested Action:

Appoint an individual to the Board by Nov. 1.

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

APF

Attachments:

- 1) Excerpt from adopted IGA defining Board functions and member qualifications and responsibilities
- 2) Email request from Mr. Moyd

Excerpt from Adopted IGA Regarding Affordable Housing which provides information about the obligation to appoint a board member and sets the terms and responsibilities of that position

Section 4 Operations:

- a. **Each Party shall appoint one (1) representative to serve a two-year term on the Regional Housing Trust Oversight Board ("the Board") for so long as they remain a financial contributing party. The director of the regional housing trust fund will serve as Ex Officio member of the Board. The ninth appointee would be an at-large representative agreed upon by the Parties making the membership a total of nine representatives. Board Members shall represent a diverse field of experts familiar with affordable housing, real estate, and local government housing priorities. No elected officials may serve on the Oversight Board.**
- b. **Meetings will be held six times per year.**
- c. **Board responsibilities include:**
 - i. **Providing feedback on community needs, serving as an advocate for affordable housing and the RHTF, connecting the Administrative Operating Contractor with community resources, and acting as a direct liaison between the RHTF and the local government entity.**
 - ii. **Drafting and adopting bylaws for the operation of the Board within six (6) months of the creation of the RHTF; By-laws shall address how a member Party may terminate their participation and funding, including how that termination will or could impact RHTF projects in their jurisdiction, and the methodology for complete dissolution of the RHTF if a voting majority of the Parties agree; By-laws shall address how a quorum is established, a meeting and reporting schedule; and any other requirements as defined by State statute**
 - iii. **Make decisions on how the RHTF will operate to include whether to establish a 501(c)3, hire employees, contract with a Certified Development Financial Institution (CDFI), or other method agreed upon by a majority of the Board, manage the operations of the RHTF to include hiring, firing, potential contracts, and other items that require approval as outlined in adopted bylaws.**
 - iv. **Allocating other permissible funds to projects including, but not limited to; impact fee waivers, water and sewer impact fees,**
 - v. **Develop an annual budget with projected revenues and expenditures.**
 - vi. **Define types of projects eligible for funding.**



Andrew Fulghum

From: Ted Moyd <jcunited@hargray.com>
Sent: Tuesday, October 11, 2022 9:41 AM
To: Andrew Fulghum; Barbara Clark
Cc: Curtis Brantley; Alvin Adkins; Marty Sauls; Wanda Simmons; jkemp@jaspersc.gov; norwich68@gmail.com
Subject: Service on the LHTF Board of Director's
Attachments: Image (46).jpg; Image (45).jpg

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

Good morning Mr. Fulghum and the Honorable County Council of Jasper County. You all know me and my passion for attainable housing here in Jasper and surrounding counties and it has been a 25 years hiatus and I have enjoyed every minute of being a part of helping low to moderate income residents to seek decent, safe and sanitary housing. I am aware of a possible designation to represent Jasper County on this much needed board (Lowcountry Housing Trust Fund). I have been with this project from inception with the originators of this plan and would like to be the candidate to represent our county.

I have been preparing myself for the last 25 plus years just for this opportunity by attending federal, state and local seminars and training to bring much needed attainable housing home to Jasper.. I would be honored to serve as Jasper County Council Representative on this board. With my expertise in the attainable housing arena, I can help to bring many and much needed developments to our county and region. Also, I have attached some documents that speaks volume to JCNU's dedication to succeeding in these endeavors.

I will always appreciate our continued partnership and look forward to hearing from the council real soon.

With Kindest Regards, I am

E. Tedd Moyd
President & CEO
Jasper County Neighbors United
Post Office Box 1131
Hardeeville, SC 29927
843-784-7172 Office
843-227-0162 Cell
843-784-2073 Fax
jcunited@hargray.com (email)
jcneighborsunited.org (website)



Jasper County Neighbors United

Growing In Hope

VISION STATEMENT

“Connecting resources in support of Affordable Housing”

MISSION STATEMENT

“To enhance the quality of life by creating healthy and creative communities to serve the workforce with attainable housing opportunities that are decent, safe and sanitary in Jasper and Beaufort Counties and surrounding communities.”

SERVICES OFFERED

- I. FIRST TIME HOME BUYERS CLASSES**
- II. HOME OWNERSHIP**
- III. CREDIT RECOVERY**
- IV. FINANCIAL LITERACY & BUDGETING**
- V. DOWN PAYMENT ASSISTANCE**
- VI. RENTAL PROPERTIES**
- VII. NON PROFIT DEVELOPER**

Who we are and what we do: Jasper County Neighbors United

September 2022

Helping Lowcountry residents find and secure safe, affordable housing is the work of Jasper County Neighbors United, on the job since 1999.

They serve residents of Jasper County as well as Hampton, Colleton and Beaufort counties. The 501-c-3 non-profit is approaching its quarter-century mark with renewed energy as regional housing costs, including rents, have skyrocketed.

The organization focuses on helping Lowcountry residents find and obtain safe and affordable housing. They do this by teaching about first-time home ownership, credit recovery, understanding personal finances, what is required to buy a house including a down payment, rental options, and how to maintain and repair a home.

Jasper County Neighbors United also works directly and with partners to encourage and support development of affordable housing neighborhoods, such as their work:

- Developed the first affordable housing development project in Jasper County located in the City of Hardeeville. Deerfield Village in Hardeeville was developed in 2007 with 26 detached housing units. It included two-, three- and four-bedroom houses built around a community center and playground along with a community garden. It was to become a model before the 2008 bubble.
- Purchased and renovated Branch Wood II Apartments in 2009, a 42-unit complex that included 18 one-bedroom apartments, 16 two-bedroom units and eight three-bedroom units. After buying the entire property from a private developer who was in the process of selling it to a for-profit developer, JCNU rehabilitated each apartment with the help of a grant and partnerships with the Lowcountry Council of Governments, Jasper County and the City of Hardeeville. The property has great potential and is located near essential services which are a plus for its residents.
- Ongoing projects include working with Jasper County Council, City of Hardeeville, Lowcountry Council of Governments, BJEEOC, Community Foundation of the Lowcountry, Housing Assistance Council, Federal Home Loan Bank Atlanta, the SC Opportunity Zone, Hargray Caring Coins, Palmetto Trust Fund, South Carolina State Housing Finance & Development Authority, Hilton Head Area Realtors agents and Mortgage Lenders, to bring housing projects to Jasper County, Hardeeville and surrounding communities in the Greater Lowcountry Region. JCNU has also contacted the Jasper County School District to see how Jasper County Neighbors United can help with attainable housing development to include housing apartment complexes as well as home ownership projects with most being geared toward teachers and auxiliary staff members. Jasper County Neighbors United hopes to create opportunities for medical professionals, law enforcement, firefighters and others essential services employees.
- Purchased our Corporate Office at 37 Main Street, Hardeeville, SC, 29927 in the heart of Hardeeville's downtown district. JCNU will expand this property and make it an Opportunity Center for all who enter our doors, but our focus is on creating wealth for low to moderate income citizens in the region that we serve. It will be a one-stop center for all pertinent information that goes with affordable housing to include home ownership, down payment assistance, rental property, first time homebuyer's classes, budget and financial literacy as well as business incubators and opportunities for minorities.

To learn more about Jasper County Neighbors United, visit jcunited.org, call 843-784-7172 or email jcunited@hargray.com

COMMITTEE / BOARD / COMMISSION
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH:

Request for Appointment () or Re-Appointment ()

Please print or type

Committee(s): LOWCOUNTRY HOUSING TRUST FUND

Recommended By: JASPER COUNTY COUNCIL

Name: Edward "Tedd" Moyd
FIRST MIDDLE LAST

Home address: 8 Heyward Street, Hardeeville, SC, 29927

Mailing address (if different) P.O. Box 1055, Hardeeville, SC, 29927

Telephone: NA 843-784-7172 843-227-0162
HOME BUSINESS CELL

Email Address: jcunited@hargray.com

Employer: Jasper County Neighbors United

Employer Address: 37 Main Street, Hardeeville, SC, 29927

Occupation: President + CEO Education: _____

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

Experience: see resume attached
(use back of sheet if necessary)

Other Activities: Reading, biking, -traveling
(use back of sheet if necessary)

County Council District: Hardeeville District #212

Are you a registered voter: Yes In what precinct do you vote: Hardeeville 1

* Do you have an interest in any business that has, is or will do business with the County of Jasper or the Entity for which you have been nominated? ? *If so, please list on the back of this sheet.*

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

Applicant's Signature: T. Tedd Moyd

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

BOARDS, COMMITTEES, CIVIC CLUB, ETC.

- I. LOWCOUNTRY RURAL HOUSING TASK FORCE
 - II. JASPER COUNTY SCHOOL DIST.#8 (BOARD SECRETARY)
 - III. SC ASSOC. OF COMMUNITY ECONOMIC DEVELOPMENT
 - IV. TRUSTEE, MT. OLIVE REFORMED METHODIST EPISCOPAL
 - V. HOUSING FINANCE DEVELOPMENT PROFESSIONAL
 - VI. PROPERTY MANAGER IN CHARGE-JCNU (MERCY CIRCLE)
 - VII. NEIGHBORWORKS AMERICA CERTIFICATIONS
 - VIII. SUSTAINABLE AFFORDABLE HOUSING CERTIFICATE
 - IX. AND VARIOUS OTHER COURSES AND SEMINARS ON
ATTAINABLE/AFFORDABLE HOUSING
 - X. FORMER HARDEEVILLE CITY COUNCILMAN
 - XI. FORMER JASPER COUNTY PLANNING& ZONING COORD
 - XII. STEERING COMMITTEE MEMBER OF LOWCOUNTRY
HOUSING TRUST FUND
-

1. 0. 2008 1055
HARDEEVILLE, SC 29927
843-227-0162

Summary

Experience Executive Director with a demonstrated history of working in Nonprofit Management Industry; Superior organizational, planning, analytical and communication skills; Proven leader and team builder in competitive environments; Experience in formulating winning management and strategic control and budgeting Effective training, instruction and marketing tools; Great writing skills; Proficient computer skills; Program Development and Grant Management, Strong Business Development Professional

Professional Experience

Executive Director, Jasper County Neighbors United, Hardeeville, SC, 29927
August 2010-Present

Community and Economic Development, Entrepreneurship, Affordable Housing Development (Both Rental & Home Ownership), Job Creation, Social Enterprise, Community Gardening, Grant Writing

Director of Acquisition & Development, Jasper County Neighbors United, Hardeeville, SC, 29927
July 2007-2010

Acquired and developed property for Non-profit, met with developers and stakeholders to ensure project completion in a timely manner, grant writing and communication with local, regional, state and federal housing agencies to acquire funding of low-income housing projects

Planning & Zoning Director/Coordinator, Jasper County Council, Ridgeland, SC, 29936
August 2005-July 2007

Enforced the Jasper County's zoning and development ordinance, attend developers' meetings, Planning Commission Secretary, Projects approval, Stamp and recorded plats and deeds, help developed the Comprehensive Plan

Chatham County Board of Assessors, Savannah, Chatham County, Georgia
October 2001-October 2005

*Ad valorem Tax Appraiser
Appraise and Assess Real Property
Attend Appeal Hearings
Member of Reassessment Team*

Beaufort County Assessor's Office, Beaufort County, South Carolina
July 1995-October 2001

*Member of Reassessment Team
Appraise and Assess Real Property
Attend Appeal Hearings
Ad Valorem Tax Appraiser*

Certification and Affiliations Upon request

References Furnished Upon Request

DO YOU HAVE AN INTEREST IN ANY BUSINESS THAT HAS, IS OR WILL DO BUSINESS WITH THE COUNTY OF JASPER OR THE ENTITY FOW WHICH YOU HAVE BEEN NOMINATED? IF SO, PLEASE LIST ON THE BACK OF THIS SHEET.

I am the president & CEO of Jasper County Neighbors United, a nonprofit and the only affordable housing agency located in the county. JCNU has been a recipient of annual allocations to address housing needs in our county. JCNU also will access these funds that will be allocated to various attainable housing projects.

So, to be transparent and accountable, if nominated for this position, JCNU has a very competent staff and board that can present any opportunities to the LHTF BOD for approval and at that time I would recuse myself.

I cannot help that this is my line of work and I like what I do and it would truly be an honor to serve and bring much needed decent, safe and sanitary housing to Jasper County and the Lowcountry.

E. Tedd Moyd

AGENDA ITEM:

XIV

Council Members Comments

AGENDA ITEM:

XV

Administrator's Report



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum
County Administrator
afulghum@jaspercountysc.gov

Administrator's Report October 17, 2022

1. **Government Finance Officers Association (GFOA) Certificate of Achievement:**
I received the following letter notifying me that your Fiscal Year Ended June 30, 2021 Annual Comprehensive Financial Report (ACFR) has qualified for GFOA's Certificate of Achievement in Financial Reporting. Many thanks to Ms. Burgess and her staff for qualifying for this recognition and we will properly recognize her for this achievement at a future County Council meeting.

2. **Meyer Lake Tract Acquisition:**
This initiative began several years ago, but now has full approval. The SCDNR Board has approved the acquisition of approximately 973 acres along the Savannah River utilizing a federal grant from the US Fish and Wildlife Service and funds from SCDNR's Heritage Land Trust Fund. The property is located four miles northwest of Hardeeville off of Purrysburg Road. Composed primarily of bottomland hardwood forest, the tract also contains upland bluffs, two tributaries, and a 10-acre lake.

After the property is obtained, it will be dedicated as a Heritage Preserve and placed into the corpus of the S.C. Heritage Trust. It will be open to the public for outdoor recreational activities and will be part of the SCDNR's Wildlife Management Area program. A map of the property follows this report.

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



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

10/10/2022

Andrew Fulghum
Administrator
Jasper County, South Carolina

Dear Mr. Fulghum:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2021 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

Michele Mark Levine
Director, Technical Services



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

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

Andrew P. Fulghum
County Administrator

afulghum@jaspercountysc.gov

Progress Report October 4, 2022 – October 17, 2022

1. **Affordable Housing:**
Reviewed request from Beaufort County for appointment to Regional Housing Trust Fund Oversight Board. Received and distributed letter of request to serve on the board. Item placed on Oct. 17 County Council meeting agenda for consideration by Council.
2. **Coroner's Office:**
Met with Coroner Aiken and Ms. Burgess on Oct. 4. Reviewed status of accepting van, discussed office options, new stipend, fees, and office staffing. Personnel related requests scheduled to be discussed with County Council in executive session on Oct. 17.
3. **Ridgeland-Claude Dean Airport:**
Reviewed emails received. Correspondence re: individual meetings with hangar owners sent this week. Reviewed new grant opportunities and discussed with staff. Received briefing on derelict aircraft, private fuel operation, and private fuel truck.
4. **Opioid Litigation:**
Reviewed potential settlement proceed percentages and allowable uses of funding. Will provide summary, status, and options update to County Council at Nov. 7 County Council meeting.
5. **The CJ Cup:**
Contract for provision of public safety services completed. Keep Jasper County Beautiful program scheduled for extra trash pickup along driving route to venue. Airport operations set to accommodate visitors. Ticketing organized with SouthernCarolina Alliance. Met with Ms. Williams and Ms. Simmons on Oct. 7 to coordinate distribution of tickets. Responded to press inquiry about the impact of the event.

6. **Business Licenses:**

Met with Ms. Burgess and Mr. Kitty on Oct. 6 and reviewed status of implementing requirements of new ordinance and transition of outside vendors in the process.

7. **Levy Volunteer Fire Department:**

Proposed separate meetings with staff and full working group later this month. Update to County Council on status of transition proposed for Nov. 7 County Council meeting.

8. **Various Development Projects:**

Attended meeting with County staff, SCA staff, and outside counsel on October 5 to review active economic development projects. Various calls and meetings re: Exit 3, Cypress Ridge Business/Industrial Park speculative building # 4, Project Ice, Project Refurb, and Project Silver Star. Reviewed Hardee Greens, LLC press release.

9. **Other Meetings/Events Attended or Scheduled to Attend:**

Gopher Hill Festival on Oct. 8, County Council workshop on Oct. 12, Polaris Tech groundbreaking ceremony on Oct. 13, and Festival on Main Oct. 15.

JOIN US IN OUR NEW OFFICE & HEAR
OUR PLANS FOR THE FUTURE OF
JASPER COUNTY'S CHILDREN!

**JASPER CO. FIRST STEPS
FY23 ANNUAL MEETING
& DROP-IN**

Jasper County First Steps
1130 3rd Avenue
Ridgeland, SC 29936
843-726-5100



Friday, October 21, 2022
11:30 am - 1:30 pm

Andrew Fulghum

From: Jeanine M. Bostick
Sent: Monday, October 10, 2022 4:43 PM
To: jcunited@hargray.com; Andrew Fulghum; Barbara Clark
Cc: Joseph Arzillo; joseph.arzillo@yahoo.com; rechel.anderson@jcsd.net; rjperry24@gmail.com; Anthony Cannick; Carrie B. Fair; Christopher Bond; Cheryl Dopson; Cheryl Dopson; Crystal Thompson; Dave A. Mitchell; Karen Parker; Hilda Stevenson-Stewart; Joseph Arzillo; Pamela Williams
Subject: RE: Upcoming Election for JCSD#6
Importance: High

Mr. Moyd. Mr. Perry registered to vote at the Jasper County Board of Elections on October 6, 2022, showing a leasing agreement as his proof of residence. If Mr. Perry has declared himself as a Write-In candidate and is elected and you feel his residency is in question, you will have until 12 Noon, on November 16, 2022 to file a protest at the Jasper County Board of Elections office. There were no mishaps in this office for registering Mr. Perry. No County Board of Elections asks a citizen for copies of their tax papers nor is it required by law to ask. Any citizen of the State of South Carolina that is not registered had a legal right to register to vote by the state mandated deadline in their county of residence Voter Registration office by 5pm October 7, 2022. I have cc'd the Board of Elections Board Members and Mr. Perry on my response to your mail. If I or any of the Board of Election Board Members can be of any further assistance, please let us know. Enjoy the rest of your day. Jeanine.

From: Ted Moyd <jcunited@hargray.com>
Sent: Monday, October 10, 2022 3:38 PM
To: Andrew Fulghum <afulghum@jaspercountysc.gov>; Barbara Clark <bclark@jaspercountysc.gov>
Cc: Joseph Arzillo <jarzillo@jaspercountysc.gov>; joseph.arzillo@yahoo.com; Jeanine M. Bostick <jbostick@jaspercountysc.gov>; rechel.anderson@jcsd.net
Subject: Upcoming Election for JCSD#6

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

To: Jasper County Council
358 Third Avenue
Ridgeland, SC, 29936

From: E. Tedd Moyd
Candidate for Re-Election JCSD#8
Upcoming Election for JCSD#6

Good afternoon the Honorable Jasper County Council and Board of Elections Commissioners, I have grave concerns about the recent candidate(Ricardo Perry) that applied as a write in candidate to represent this district (#6) and I want to personally thank him for wanting to serve because he loves children like the rest of us and he wants transparency, accountability and community alliance, just like we do. I agree that there's a lot of work to be done here, but let's do it by the statures of Jasper County and the state of SC, not by a few angry citizens. He is a proponent of the New Jubilee Academy at Ram Dam Baptist Church and has supported it from it's inception and that is alright

because my daughter graduated from a chartered school also.

I would like to request more information on this candidate as his residence and tax notices are in Beaufort County. Why register three days before an important election such as this and he's continuing to advocate for our children. Where was he three, two, one year ago while he worked in Jasper County and when the board was in disarray and infighting for DEI and all the rhetoric that continue to be exchanged to this day without any pertinent facts? Now he appears in the 11th hour! Superman has arrived! And he says he for children! Really!!!

I am asking you as a council and board to investigate this very serious matter and get back with me as soon as possible because if the county nor voters registration office are not willing to be responsible for this type of continual mishaps who will be. Remember Abby Adkins, lets not place the blame again, handle the problem!

I am a candidate and I am concern, and if I can't get my questions answered here it will become more than it has too! Educate your people with the "LAW and its statutes. ",Although it's not my JOB or mine either" is getting very old and discerning! Just like a lot of people are advocating for change on the JCSD. The same process applies here and everywhere and the BUCKS needs to start and stop somewhere!

I will await a response and if there is a fee, please let me know! And please share with your respective board members.

With Kindest Regards, I am

E. Tedd Moyd

Cc:Jasper County Council
JCSD Board of Trustees
Jasper County Board of Registration Board Members

843-227-0162 Cell
icunited@hargray.com (email)
icunited.org (website)