



DUE TO THE COVID-19
CONSIDERATIONS, A HYBRID MEETING
WILL BE CONDUCTED WITH COUNTY
COUNCIL IN PERSON IN CHAMBERS AND

ELECTRONIC VIRTUAL ACCESS FOR THE PUBLIC.

**COUNCIL CHAMBERS WILL NOT BE OPEN TO THE
GENERAL PUBLIC, UNLESS YOU HAVE BEEN
APPROVED FOR IN PERSON PUBLIC HEARING
PARTICIPATION.**

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To Participate in Public Comment, please email to comments@jaspercountysc.gov 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, November 15, 2021, at 3:00pm.***

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, November 15, 2021 to speak in person at the Council Meeting. Seating is limited and we will confirm your ability to appear in person and will provide additional information.

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

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



JASPER COUNTY COUNCIL

Hybrid Meeting

Council in person with Electronic Virtual Access for the Public

Jasper County Clementa C. Pinckney Government Bldg

358 3rd Avenue Ridgeland, SC 29936

November 15, 2021

AGENDA

5:00 P.M.

I. Call to Order by Chairwoman Barbara B. Clark

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. Meetings which may be closed; procedure; circumvention of chapter; disruption of meeting; executive sessions of General Assembly.

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

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body; however, if an adversary hearing involving the employee or client is held, the employee or client has the right to demand that a hearing be conducted publicly. Nothing contained in this item shall prevent the public body, in its discretion, from deleting the names of the other employees or clients whose records are submitted for use at the hearing – [Register of Deeds; Development 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 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 – [Agreement with Solicitor's Office \(Career Criminal Team\); Opioid Litigation](#)

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – [Jasper Ocean Terminal \(JOT\); Prospect Update; Project South](#)

ANY EXECUTIVE SESSION MATTER ON WHICH DISCUSSION HAS NOT BEEN COMPLETED MAY HAVE DISCUSSION SUSPENDED FOR PURPOSES OF BEGINNING THE OPEN SESSION AT ITS SCHEDULED TIME, AND COUNCIL MAY RETURN TO EXECUTIVE SESSION DISCUSSION AFTER THE CONCLUSION OF THE OPEN SESSION AGENDA ITEMS

6:30 P.M.

III. Return to Open Session

IV. Pledge of Allegiance

V. Invocation

VI. Approval of Agenda

VII. Approval of the Minutes of 11.20.2021

VIII. Presentation:

A. **Johnny Davis** – The Art of Community: Rural South Carolina

IX. Open Floor to the Public per Ordinance 08-17 any citizen of the County may sign to speak before the Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes and total public input will be limited to 30 minutes.

**Please submit Public Comments via email at 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, please email your name, address and phone number to the email address listed above.*

X. Resolutions:

A: **Andrew Fulghum** – Resolution #2021-26 confirming appointment / appointing the Jasper County Register of Deeds

XI. Ordinances:

A: **Andrew Fulghum** – **2nd Reading** of Ordinance # 2021-28 to Amend Ordinance No. 2016-05 to Revise the Transportation Projects to be Financed by the Sales and Use Tax Authorized by such Ordinance and the Favorable Results of a Referendum held on November 8, 2016; and other matter related thereto.

B: **David Tedder** – **2nd Reading** of an Ordinance # 2021-26 to amend Chapter 8, Businesses, to adopt a new business licensing ordinance incorporating, as made applicable to counties and specifically Jasper County, the provisions of the 2022 Model Business License Ordinance in accordance with Act 176, the SC Business License Tax Standardization Act, including its classification system, and establishing rates for such classification, and matters related thereto.

C: Lisa Wagner – Public hearing and 2nd Reading of Ordinance # [2021-32](#) to amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 029-40-04-022 from the Residential Zone to the Industrial Development Zone on the Jasper County Official Zoning Map (535 Stiney Rd).

D: Andrew Fulghum – Consideration of a 1st reading of an Ordinance on the Lease Agreement with Jasper Animal Rescue Mission (JARM)

E: Andrew Fulghum – Consideration of a 1st reading of an Ordinance on the Lease Agreement with Jasper County Chamber of Commerce (Perry House)

XII. New Business:

A: Danny Lucas - Holt Consulting Agreement for Professional Services, Ridgeland - Claude Dean Airport

B: Kimberly Burgess - Cummings Group Contract Extension.

XIII. Old Business:

A: Chief Russell Wells – COVID update

IV. 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 **VIRTUAL MEETING**

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

November 1, 2021

MINUTES

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

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda H. Simmons, County Attorney David Tedder, Kimberly Burgess, Russell Wells, Danny Lucas, Dale Terry, and Videographer Jonathan Dunham. **Also Present:** Presenters Pegeen Hanrahan, Robert L. Horner, Paige Lux, Ron Joye and Ted Moyd.

Chairwoman Clark called the meeting to order at 5:04PM. Chairwoman Clark asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Wanda Simmons, Clerk to Council read the Clerk's Report of Compliance with the Freedom of Information Act.

Chairwoman Clark read the information below 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 – Carolina Metal Castings; Exit 3; Nickel Plate;

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – Jasper Ocean Terminal (JOT); Prospect Update; Project South (Salt Land Holdings/SouthernCarolina Alliance)

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

Vice Chairman Dr. Curtis Brantley opened the meeting back up from Executive Session.

Return to Open Session:

Motion to approve: Councilman Sauls

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Vice Chair Dr. Curtis Brantley asked if there were any motions coming from executive session. Councilman Sauls said he had a motion coming from executive session.

Motion to move to accept the fee payment settlement agreement with Carolina Metal Castings as discussed in executive session and to authorize the County Administrator to execute the agreement on behalf of the County with leeway granted to make such grammatical corrections as may be recommended by the County Attorney: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

The Pledge of Allegiance was led by Councilman Sauls and the Invocation was given by Councilman Adkins.

Approval of Agenda:

Motion to approve: Councilman Sauls

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Approval of the Minutes of October 18, 2021, October 20, 2021, and October 25, 2021

Motion to approve: Councilman Adkins

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Presentations:

A: [Pegeen Hanrahan](#) - Southeast Conservation Finance Director Trust for Public Land - Presentation of the October 2021 Conservation Finance Feasibility Study for Jasper County

Ms. Pegeen Hanrahan was present to address the presentation. The Trust for Public Lands Lowcountry work she noted was funded by the Gaylord and Dorothy Donnelley foundation and the Doris Duke charitable foundation.

She noted that they had received a letter back in August of 2020 from the Chairman of the Jasper County Council requesting technical advice and assistance from the Trust for Public Land. As requested in the letter they noted that they had conducted research to develop recommendations for Jasper County Council on various strategies for supporting dedicated and ongoing sources for public funds for park and land recreation.

Since 2016 she noted they had worked in Beaufort, Charleston, Dorchester, Berkeley, and Greenville counties. Ms. Hanrahan mentioned that they had assisted on six successful ballot measure campaigns to create, improve or protect parks, trails and natural land in South Carolina. She also mentioned that the Trust for Public Land also follows a five-step process within the communities: feasibility research, public opinion survey, program recommendations, ballot language and campaign. Ms. Hanrahan also discussed the Jasper County demographics and covered the various funding options for funding parks and natural lands including bonds (as they are the most common in South Carolina for funding parks and natural land), property tax, and sales tax. Additionally, she noted the funding options are entirely up to the County Council as they can use nonlocal government resources or local government resources. Ms. Hanrahan also mentioned that the County Council would choose the election date. The ballot language, she noted is very important in these instances as this is what the voters see. If the County Council decided to move forward, she noted, it needs to be locally driven mentioning that they would help with the design of the campaign literature. She also discussed the park and land ballot measures in South Carolina as well as what the next steps in relation to what the County Council would like to see done. She said the next steps if desired by Council would be to identify the initial needs, potential funding sources and ballot timing. She also mentioned that conducting a public opinion poll (funded by TPL grant sources) to refine. She noted that if the polling is good, and County Councils policy direction is to proceed, then they would develop ballot language in cooperation with the County Attorney.

Vice Chairman Dr. Brantley turned the meeting back over to Chairwoman Clark. Councilman Sauls said he is concerned with economic development and that he wanted to look into how to preserve the land in Jasper County for its natural habitat. He asked if Council would have to create a group to oversee this. Ms. Hanrahan said usually it was just an Advisory Board. Councilman Kemp asked if the Council made decisions on what they wanted to do and then let the representative for the Trust for Public Land staff know. Ms. Hanrahan said the County staff would consider things they would like to see done as well as polling people to get their opinion. Vice Chairman Dr. Brantley asked how many projects of this magnitude her company had been involved in. Ms. Hanrahan noted that across they county they had done 600 ballot measures. Council thanked her for this presentation.

B: Robert L. Horner, Paige Lux and Ron Joy – Regional Solid Waste Study Presentation

Mr. Horner thanked Council for this opportunity and turned the presentation over to Paige Lux. She presented the Regional Landfill Study for Colleton Jasper Beaufort and Hampton counties. Ms. Lux noted that the first task included evaluating baseline solid waste generation and disposable

for the counties. Consideration was also projected for population growth and subsequent effects on waste generation trends as well as identifying waste management solutions for feasibility in the region. Identifying potential sites was evaluated but they also considered as well policy options for waste management. She discussed the baseline conditions for Jasper County noting they were the current host county for Class II and Class III landfills owned by Waste Management Incorporated.

She mentioned 91% of the residents were located within six miles of a County convenience center and that there was no curbside collection for residents or commercial sectors. Ms. Lux also gave the baseline conditions for Beaufort, Colleton and Hampton counties. She covered the current and future regional waste generation and noted that waste generation rates are projected to increase in Jasper County by 38% between 2020 and 2030. The total waste generation over the four-county region is anticipated to increase by 15% she mentioned. In consideration of the Solid Waste Budgets she noted that the average tipping fee in South Carolina in 2018 was \$38/ton which is lower than the national average of \$55.36/ton. She noted that Jasper County has the lowest tipping fee due to its status as the host county to Hickory Hill Landfill. Ms. Lux discussed the landfill remaining life duration and the baseline analysis conclusions and recommendations for Council. She noted that the recommendations or options would be: A New Class III Landfill; a Waste to Energy Facility; Mixed-Waste Processing Facility; and a Transfer Station. She discussed siting and what that would entail to find the appropriate locations. She said there were 11 potential sites identified in Jasper and Colleton Counties. She discussed secondary management with the development of an independent authority and flow control considerations. She said their overall recommendations were as follows: (1) A publicly owned mixed waste processing facility in combination with a landfill as this would allow for material recovery and sale when the market supports it and landfilling when the market is unfavorable; (2) A modular waste to energy facility as this energy would be distributed to a private industry or back to an electricity provider; and (3) A transfer station with a site on a property that would allow for gradual expansion and / or a processing facility that would reduce wastes to be hauled. She noted that the capital investment in a transfer station may offset potential tip fee increases. She stated that now the consideration was where do we go from here. She said that conversations with DHEC for siting recommendations as well as conversations regarding acquisition would be a start. Councilman Kemp asked if she had looked into landfills specifically for parks because that way you could assign a number of years then after the timeframe cover the landfill and put a park there. Ms. Lux noted that they had not looked at that, but that could be looked into. She did note however, that in that case there were a certain number of years that would regulate the transition from landfill to park. Councilman Kemp also asked if some of it could go to another county. She said that was the first conversation with all 4 counties, however, Hampton is not a solid waste location. She said they could evaluate sites in Hampton. Council thanked Ms. Lux for the presentation as did Mr. Fulghum. Mr. Fulghum noted that Ms. Simmons had provided detailed information for Council detailing how each counties process on waste management which should be very useful.

C: Ted Moyd – Presentation from Jasper County Neighbor’s United to the County Council

Mr. Ted Moyd, President and CEO of Jasper County Neighbors United was present for this presentation. He asked if anyone had any questions on the packet of information he had provided. Councilman Sauls said that Mr. Moyd had done excellent work on affordable housing always doing more than asked. He noted that he supports him in this endeavor. Vice Chairman Dr. Brantley said

he had reviewed it, and was impressed with the information. He also noted that the Jasper County could definitely use this. Councilman Adkins said he liked the set up and had reviewed the packet information. He also noted that he offered his support for this project. Councilman Kemp said he had worked with Mr. Moyd in Hardeeville and that he offers guidance to the people and that he agrees with that. Chairwoman Clark said that Mr. Moyd was a very resourceful person and that Jasper United (as Councilman Sauls had noted) does much more than his share and goes above and beyond. She noted that she liked the house plan and that it was a great project. She noted that Mr. Moyd would be hearing from Council.

Open Floor to the Public per Ordinance 08-17 any citizen of the County may sign to speak before the Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes and total public input will be limited to 30 minutes.

Chairwoman Clark asked if there any public comments received and Clerk to Council Wanda Simmons noted that they had received none.

Resolutions:

A: David Tedder – Resolution # 2021-23 committing to negotiate a Fee-In-Lieu of *Ad Valorem* Taxes and Incentive Agreement between Jasper County and Salt Land Holdings, LLC and the SouthernCarolina Regional Development Alliance; identifying the Project; and other related matters thereto.

Mr. Tedder reviewed and discussed this matter with Council noting that this was a resolution committing to negotiate a Fee-In-Lieu of *Ad Valorem* Taxes and Incentive Agreement between Jasper County and Salt Land Holdings, LLC and the SouthernCarolina Regional Development Alliance. He said later in the meeting there would be an Ordinance also on this matter.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

B: Andrew Fulghum - Resolution # 2021-24 of Jasper County Council to adopt a revised Americans with Disabilities Act and Section 504 Grievance Procedure; to appoint members to the Jasper County Americans with Disabilities Act and Section 504 Grievance Committee; and to adopt the Jasper County Transition Plan dated November 1, 2021.

Mr. Fulghum noted that since Resolution Items B and C went together, he would discuss them together then asked that they be voted on independently. He noted that Resolution # 2021-24 was before Council asking them to adopt a revised Americans with Disabilities Act; and Section 504 Grievance Procedure and to appoint members to the Jasper County Americans with Disabilities Act and Section 504 Grievance Committee. He noted that the Grievance Committee would be comprised of Ms. Williams, Mr. Terry and himself. He also noted that this request was to adopt the Jasper County Transition Plan which would be dated

November 1, 2021. He noted in regard to Resolution # 2021-25 that this to adopt the Reasonable Accommodations Policy as required by the ADA.

Motion to approve: Councilman Adkins

Second: Councilman Sauls

Discussion: Councilman Kemp asked to offer some information here. He said on Resolution B that Mr. Fulghum mentioned that these comply, but they are not in compliance. Councilman Kemp said that the County can't say they are compliant when we are not, as there are hefty fines for doing so. It would be better off he noted, to say we are not complaint but are working on it in a plan. The Election Board office he noted was out of compliance with an improper ramp to begin with. He said he would not vote for this as it was not compliant and noted that we need a plan and to fix the document because we know it is not compliant and if this was corrected it would protect Council.

Mr. Fulghum said the attachment to the first resolution was the information Councilman Kemp was referring to. He said his suggestion would be to make the adoption with the resolution to include the attachments with the recognition that the plan is an ever-evolving document that can change from time to time. Vice Chairman Dr. Brantley asked if an amendment to that motion was needed. Mr. Fulghum said if Council wanted to take Councilman Kems suggestions into play, then that could be done in this manner. Mr. Fulghum also noted that from time-to-time buildings are added that need repairs in order to be correct and sometimes buildings are also taken off or sold. He said he thinks if there was a motion to adopt the resolution with the understanding that the Transition Plan is a living plan and evolves over time, that this would accomplish Councilman Kems concerns and keep the County meeting their compliance Mr. Fulghum noted.

Motion to amend the resolution with necessary adjustments as necessary to be compliance with the ADA: Councilman Brantley

Second: Councilman Sauls

Vote: 4 yes votes; Councilman Kemp did not vote

The motion passed.

C: Andrew Fulghum - Resolution #2021-25 to Approve and Adopt a Reasonable Accommodations Policy as Required by the ADA - Americans With Disabilities Act, Public Law 101-336

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Ordinances:

A: David Tedder - 2nd reading of Ordinance # 2021-31 authorizing the execution and delivery of a Fee-In-Lieu Of Tax Agreement by and between SALT Land Holdings LLC and the Southern Carolina Regional Development Alliance (previously identified as "Project South") (collectively, the "Company") 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 Company 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 on a tract of land bearing TMP # 030-00-01-019, 030-00-01-020, 031-00-00-017, 030-00-01-022, 030-00-01-021, 030-00-01-007 and generally known as a portion of the Sherwood Tract located in the City of Hardeeville; (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.

Mr. Tedder was present to address this request. He reviewed this item and discussed it with Council. He noted that this is the actual ordinance that works in conjunction with Resolution # 2021-23. He noted that the ordinance, which had the first reading held last week, serves multiple purposes creating a Multi County Park, adopting a FILOT agreement, and approves a Multi County Park Agreement. He noted the specifics of the ordinance for Council.

Motion to approve: Councilman Sauls

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

B. Lisa Wagner - 1st Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 029-40-04-022 from the Residential Zone to the Industrial Development Zone on the Jasper County Official Zoning Map.

Ms. Wagner was present to address this request. She noted that the subject property consists of 9.93 acres and is located at 535 Stiney Road. The Applicant has requested a Zoning Map Amendment to have the property designated as Industrial Development (ID). The property is currently zoned Residential. Lowcountry Pavers developed the property in March 2000 and has operated their business at this location since 2001. Lowcountry Pavers would like to upgrade the property and modify the operation of their business, which will include eliminating the concrete plant portion of the business. Prior to making a significant investment in the property, the applicant would like to have the property re-zoned to Industrial Development, eliminating the non-conformity status. The property was conforming when it was developed in 2000; however, during the 2007 Countywide Re-zoning project, this property was made non-conforming.

Ms. Wagner stated that 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 Residential and Rural Preservation with Light Industrial Zoning nearby in the City of Hardeeville. Adjacent land uses are residential and commercial, with heavy industrial located nearby in the City of Hardeeville.

The subject property is accessed by Stiney Road, which is a two-lane state-maintained highway, classified as a local road.

Planning Commission Recommendation: Ms. Wagner noted that there was not a motion made by the Planning Commission, so the application has been forwarded to the County Council with no recommendation.

Councilman Kemp wanted to know why this came to Council if the Planning Commission did not vote on it. Ms. Wagner noted that in accordance with the County Ordinances it comes forward to the County Council. She noted that she thought there was a concern since it was in a residential area. She said there was no favorable recommendation but no denial either from the Planning Commission. She also noted that the public hearing would be held at the 11.15.2021 meeting.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: 4 yes votes with Councilman Kemp abstaining from the vote.

The motion passed.

New Business:

A: [Danny Lucas](#) - Airport Consultant Selection

Mr. Lucas was present to address this request. He noted that he was pleased to bring forth the 3 candidates for this consideration. He noted that Mr. Fulghum, the Director of Administrative Services and himself had met to go over the 3 airport consulting companies. He noted that the three candidates were Holt Consultants (which was the current company), Delta Airport Consultants and RHEA Engineers and Consultants. He noted that staff recommended that Council approve to stay with Holt Consulting Company for another 5 years. He said they had been with the County for 7 years and had guided the County well thus far, hoping to continue with them for Phase 5 of the airport.

Chairwoman Clark noted that they had done a fantastic and exceptional job for the County and to change in the middle could be a problem. Councilman Kemp asked how this was paid for. Chairwoman Clark noted it was part of the grant. Councilman Kemp asked if the Airport Commission had seen it and if they were in agreement. Chairwoman Clark noted it could take a long time to get the information back from the Commission for this item. She noted that the County Council decides these type of decisions as they know what is best for the County and was not sure if the appointed Commission had seen it.

Motion to approve the Consultant as presented by Mr. Lucas: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: 4 votes yes, Councilman Kemp did not vote.

The motion carried. Chairwoman Clark noted that Holt Consulting will continue as the Airport Consultant.

B: [Andrew Fulghum](#) - Staff recommendation for South Carolina Rural Initiative Grant Program

Mr. Fulghum presented this request. He noted that he had provided a memo to Council with the background information. He said that 14 counties had been selected to participate and that Jasper County was one of the 14 counties selected.

Mr. Fulghum Noted that there were \$2.5 million in grants with 100% match. He said they had asked the County to choose preferred projects and that he had submitted three projects to Council for their consideration. He noted that the number one project at this time was the airport. He said that if Council wished to do this, we could accept the \$2.5 million from the state with a \$500,000 contribution from the South Carolina Aeronautics Commission which would leave only a \$2 million cost for the county. He said this was a \$5 million project that would only end up costing the county \$2 million dollars.

Chairwoman Clark noted that the airport is a large part of the County's budget. Councilman Kemp asked if this was the only project that we have that needs work. He said it almost always seems to be about the airport when there are other projects to be considered. Chairwoman Clark said we lose a lot of customers to Hampton County since we don't provide fuel for planes to purchase.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: 4 yes votes and 1 no vote by Councilman Kemp

Councilman Kemp noted that he voted no because he thinks there are other things that need to be fixed and other projects to consider before the airport.

The motion passed.

Old Business:

A: Chief Russell Wells – COVID update

Chief Wells noted that the positivity rates were down with the state of South Carolina at a 4.7 percent positivity rate and Jasper County at a 3.7 percent positivity rate. He said although the positivity rate numbers were down, but that there had been 3 additional deaths. He noted that the FDA had authorized Pfizer for shots for children ages 5-11 years of age. He discussed vaccine locations and testing locations.

Council Members Comments:

- **Councilman Adkins** noted that he wanted to thank God for being so good to us all of the time. He noted that we must be obedient to go forward. He asked blessings over everyone.
- **Vice Chairman Dr. Brantley** said he had visited Robertsville Senior Center and that there was a lot of work to be done there. He noted that Council had not forgotten their Senior Citizens and that he would get with Mr. Fulghum to discuss this. He also noted he would be visiting the other centers.

- **Councilman Kemp** said he had gone to Levy for the Trunk or Treat and that this coming Saturday that the Levy area would be having a litter pickup. He also noted that Lynn Boyles would be going to Washington DC to discuss litter programs due to the fantastic work she had done. He said he would like to see remuneration for her to go to Washington DC. He also congratulated Mr. Lucas on his new position and asked everyone to remember Veteran's Day.
- **Chairwoman Clark** thanked the County Employees, the County Administrator and the County Attorney for all their hard work.
- **Councilman Sauls** had to leave before the Councilmember Comments.

Administrator's Report:

Mr. Fulghum noted that he had 2 items on his report which had been provided to Council for their review and was available for questions.

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.

Adjourn:

Motion to adjourn: Councilman Adkins

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

The meeting adjourned at 8:19PM.

Respectfully submitted:

Wanda H. Simmons
Clerk to Council

Approved:

Barbara B. Clark
Chairwoman

AGENDA ITEM:

VIII

Presentation Item A

JASPER COUNTY

BUILDING COMMUNITY THROUGH ARTS AND LITERACY

Meet the Maven: Johnny Davis



A 'Maven' is a key community connector.

[CLICK HERE TO LEARN MORE!](#)

JASPER COUNTY
POPULATION:

30,073

Source: U.S. Census Bureau, 2019

TOWN OF RIDGELAND
POPULATION:

3,948

TOWN OF HARDEEVILLE
POPULATION:

5,836

[Prosperity Now Report
on Jasper](#)



Themes: Arts + Education
+ Literacy

Maven Johnny Davis is the first to say he doesn't have a background or much experience in the arts. As director of Jasper County's Parks and Rec Department, he likes to say that he became a Maven when he learned there was a trip to Kentucky included where he had family roots. Since 2016, Maven Johnny has used his professionalism mixed with dry wit and sincere dedication to coalesce a team in Jasper County charged with two things: 1) Use arts and culture to activate six Jasper County community centers; and 2) Create a Jasper County arts council. He's done both!



Mavens meet! The first meeting of the six original Mavens was May 2016 at Denmark Technical College in Denmark, SC. Shown left to right front row: Gary Brightwell, Evelyn Coker, Dr. Yvette McDaniel; Back row: Susan DuPlessis, Audrey Hopkins Williams, Johnny Davis, Lottie Lewis.



GAYLORD AND
DOROTHY DONNELLEY
FOUNDATION

This project is funded in part by

the Gaylord and Dorothy Donnelley Foundation

Contact Johnny at jmdavis@jaspercountysc.gov
to learn how to get involved

JASPER COUNTY

BUILDING COMMUNITY THROUGH ARTS AND LITERACY

BEGINNINGS

One of the original six Mavens for The Art of Community: Rural SC, Maven Johnny stepped into this initiative with curiosity and a willingness to explore possibilities for Jasper County. All Mavens have been asked, what is a challenge your community faces and how can you use arts and culture to address that? Maven Johnny and team identified Jasper County's literacy rate (27% unable to read or have trouble reading) as the challenge and built a series of activities, interventions and community engagement exercises to draw attention to this issue. At the same time, his Art of Community team became the founding members of a new arts council supporting a whole host of learning, growing and creative activities. Fundamental to these developments was the involvement of **The Morris Center for Lowcountry Heritage**, a local partner providing leadership and a range of support through the years.



Shown clockwise: The Jasper County Arts Council; Maven Johnny Davis with Creative Connector Tamara Herring who directs the Morris Center and is a strategic partner; The Morris Center for Lowcountry Heritage was developed in 2010 to serve the Jasper and lowcountry region. It is located in Ridgeland, SC

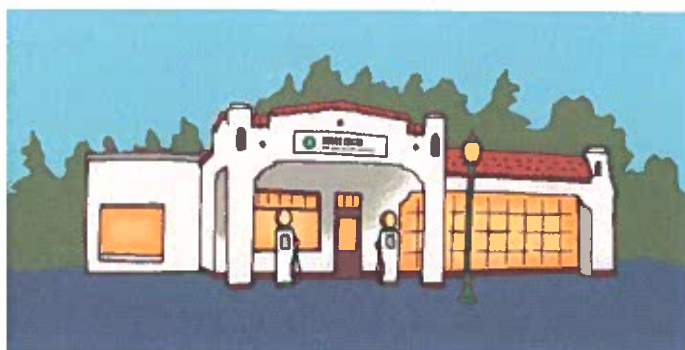


Illustration by Cait Maloney



MORRIS CENTER
FOR LOWCOUNTRY HERITAGE



JASPER COUNTY

BUILDING COMMUNITY THROUGH ARTS AND LITERACY

As Maven Johnny and his dedicated team have been finding and building connections within Jasper County, they have been building the Jasper County Arts Council. It has three primary goals:

- ☆ To discover/identify local artists;
- ☆ To expand arts and literacy programs; and
- ☆ To give local artists the opportunity to showcase their talents and art forms

So, what does 'arts and literacy' look like?

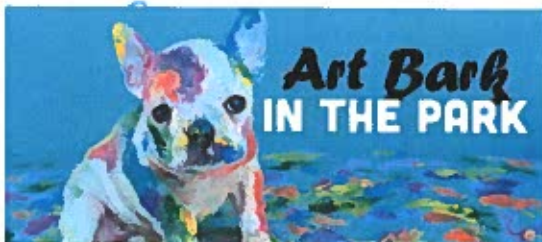
AWARENESS...

Sparking interest through new approaches: Literacy-specific activities have included Little Free Libraries sited at all six community centers, family literacy nights, a community convening of partners, educators, community leaders to discuss literacy, an art of literacy pilot project in 2019 with artist Amiri Farris at the Tarborro Community Center, and a summer arts camp for ages 4 to 94 in 2021 at all six community centers in Jasper County .



MUTUALITY...

The sense that we are in this together: Early community engagement activities with the Morris Center that included Paint at the Park and Art Bark in the Park.



OCT 14TH, 2017 • 1PM-3PM

JASPER COUNTY

BUILDING COMMUNITY THROUGH ARTS AND LITERACY

A LEARNING MINDSET...

Maven Johnny has stepped up to the plate (he will like this sports metaphor) to speak at regional meetings about the realities people face when they can't read—from medical prescriptions to job applications—and what this means for a community trying to recruit new businesses and industry.

He has also been a featured speaker at the Southeastern Creative Placemaking Conference in Columbia, SC, 2019, where he was joined on stage by The Art of Community: Rural SC Co-Chairs Pam Breaux of the National Assembly of State Arts Agencies and Bob Reeder of Rural LISC; as well as his fellow Maven, Audrey Hopkins-Williams of Hampton County.

In addition to going to Kentucky to learn about the community arts development in the towns of Hazard and Whitesburg (the first fieldtrip as this initiative was launched in 2016), Maven Johnny also helped set a new standard for friendly competition between Mavens as each hosted a meeting and tour in their community between 2016 and early 2020. Who can forget the Gretsch Drum Factory in Ridgeland???



The 2019 Creative Placemaking Leadership Summit, held in Columbia, SC, featured Mavens Johnny Davis and Audrey Hopkins Williams. They were joined by The Art of Community: Rural SC CO-Chairs Pam Breaux and Bob Reeder on stage for a closer look at local leadership and community building.

JASPER COUNTY

BUILDING COMMUNITY THROUGH ARTS AND LITERACY

CREATING TOGETHER....

from County Administrator Andy Fulghum to the team Maven Johnny has built, Jasper County has demonstrated its interest in doing something different to get a different result. The arts council leadership team recognize and support an array of arts and literacy efforts as critical components of their creative community development. From participating in arts council planning meetings and attending Art of Community regional meetings to assisting with partnership development, most of the team began this effort with Maven Johnny and are still at it five years later. Many were even camp counselors at the 2021 Summer Camp experience. Clearly, something's working!



The purpose of the Art of Community Rural SC/Jasper County project is to heighten awareness of the effects of literacy issues on health, economic development and education in Jasper County; and to create a community approach to address these issues in a fun, expressive way outside a typical classroom setting. The students in these pictures participated in the 2021 Arts and Literacy Summer Camp .

AGENDA ITEM:

X

Resolution: Item A

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER 2021 - 26

RESOLUTION OF JASPER COUNTY COUNCIL

A RESOLUTION CONFIRMING APPOINTMENT/APPOINTING THE JASPER COUNTY REGISTER OF DEEDS.

WHEREAS, pursuant to § 30-5-12 of the Code of Laws of South Carolina (1976 as amended), the Jasper County Council has been authorized to appoint the Jasper County Register of Deeds; and

WHEREAS, the Jasper County Council is further authorized by Ordinance 2012-17, codified as Section 2-69A of the Jasper County Code of Ordinances, to appoint the Register of Deeds who shall serve at the pleasure of County Council, and who shall perform the duties established by law and the job description developed by the County Administrator and approved by County Council, with the Jasper County Director of Administrative Services being the administrative supervisor of the Register of Deeds Office on a day to day basis; and

WHEREAS, the presently serving Register of Deeds for Jasper County, Patsye Greene, is resigning on December 22nd, 2021; and

WHEREAS, Vanessa F. Wright has been serving as Jasper County Deputy Register of Deeds; and Jasper County Council has received a recommendation from the Jasper County Administrator and the resigning Register of Deeds, Patsye Greene, recommending that County Council appoint Vanessa F. Wright as the Jasper County

Register of Deeds;

NOW, THEREFORE, BE IT RESOLVED THAT Vanessa F. Wright shall be, and is hereby appointed by Jasper County Council as the Jasper County Register of Deeds, effective as of December 23rd, 2021 serving at the pleasure of County Council and performing such duties established by law and the job description previously developed by the County Administrator and approved by County Council.

ADOPTED THIS _____ DAY OF NOVEMBER, 2021, and effective AS OF December 22nd, 2021.

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

ORDINANCE # 2021-28

AN ORDINANCE

TO AMEND ORDINANCE NO. 2016-15 TO REVISE THE LIST OF TRANSPORTATION PROJECTS TO BE FINANCED BY THE SALES AND USE TAX AUTHORIZED BY SUCH ORDINANCE AND THE FAVORABLE RESULTS OF A REFERENDUM HELD ON NOVEMBER 8, 2016; AND OTHER MATTERS RELATING THERETO.

BE IT ENACTED BY THE COUNTY COUNCIL OF JASPER COUNTY, SOUTH CAROLINA, IN MEETING DULY ASSEMBLED:

Section 1. Recitals and Legislative Findings. As an incident to the enactment of this ordinance, the County Council of Jasper County, South Carolina (the "County Council") has made the following findings:

(a) Pursuant to Section 4-37-30 of the Code of Laws of South Carolina 1976, as amended (the "Act"), the County Council has imposed a sales and use tax in the amount of one percent (the "Transportation Sales Tax") to finance the costs of highways, roads, streets, bridges, and other transportation-related projects, and drainage facilities related thereto (the "projects") either alone or in partnership with other governmental entities.

(b) The County Council in its Ordinance No. 2016-05 enacted on May 16, 2016 (the "Sales Tax Ordinance") and the favorable results of the Referendum held on November 8, 2016, provided for financing (including use as the local match for other funds to finance) the costs of projects for a period not to exceed 10 years from the date of initial imposition of the Transportation Sales Tax, to fund the projects at an estimated capital cost of \$27,000,000 from the net proceeds of the Transportation Sales Tax, and the maximum amount of net proceeds to be raised by the Transportation Sales Tax shall not exceed the greater of either the costs of the projects or the cost to amortize all debts related to the projects.

(c) County Council has imposed the Transportation Sales Tax in Jasper County for the projects and purposes defined in this Ordinance for a limited time not to exceed 10 years will serve a public purpose, provide funding for roads and other transportation related projects to facilitate economic and commercial development, promote public safety, provide needed infrastructure, promote desirable living conditions, enhance the quality of life in Jasper County, and promote public health and safety in the event of fire, emergency, panic, and other dangers, and prepare Jasper County to meet present and future needs of Jasper County and its citizens.

(d) The Sales Tax Ordinance provided that the proceeds of the bonds and the Transportation Sales Tax shall be used for financing (including use as the local match for other funds to finance) the following projects, in estimated amounts as described: (i) \$10,000,000 for Route 321 repairs/resurfacing (sections to be determined), U.S. Highway 17 overlay (sections to be determined), general roadway improvements (roadway sections to be determined), and new road construction and improvements (sections to be determined); (ii) \$10,000,000 for I-95 Exit 8 improvements, including roadway improvements, installation of raised median from US 17 to

Medical Center Drive, installation of traffic signs at five noted intersections, and widening US 278 from 4 lanes to 6 lanes from I-95 NB ramps to SC 141, I-95/US 278 intersection enhancements, I-95 Exit 5 improvements including road improvements along Hummingbird Lane/Mockingbird Lane to support commercial traffic to Hardeeville Commerce Park, construction of new road into Hardeeville Commerce Park, and Route 46 Improvements/Maintenance (sections to be determined); and (iii) \$7,000,000 for I-95 Exit 21 improvements (SC 336 underpass), reconstruction of James Taylor Drive, Bailey Lane reconstruction, Taylor Drive reconstruction, Industrial Park improvements, and roadway widening to provide improved access for emergency vehicles.

(e) The Sales Tax Ordinance provides that projects established in the Sales Tax Ordinance may be amended from time to time pursuant to ordinances enacted by the County Council.

(f) The disposition of the projects described in the Sales Tax Ordinance are as follows: (1) \$10,000,000 for Route 321 repairs/resurfacing shall be removed as a project because SCDOT completed this work; (ii) \$10,000,000 for I-95 Exit 8 improvements, including roadway improvements, installation of raised median from US 17 to Medical Center Drive, installation of traffic signs at five noted intersections, and widening US 278 from 4 lanes to 6 lanes from I-95 NB ramps to SC 141, I-95/US 278 intersection enhancements were replaced with \$1,895,000 Exit 8 and US 278 Improvement Project Phase I project due to pending Exit 8 reconfiguration as part of the I-95 widening project which was not contemplated in 2016; (iii) I-95 Exit 5 improvements including road improvements along Hummingbird Lane/Mockingbird Lane to support commercial traffic to Hardeeville Commerce Park are removed as a project due to the expansion of scope for the Hardeeville Commerce Park Main Entrance/Access Roadway Project; and (iv) Route 46 Improvements/Maintenance (sections to be determined) are removed because the County Council expects SCDOT will complete this work.

(g) The U.S. Highway 17 overlay project set forth in the Sales Tax Ordinance remains to be constructed as described below in the Section 2 under the amended Section 2.3(v).

Section 2. Amendment of Sales Tax Ordinance. Subsection 2.3 of the Sales Tax Ordinance is hereby amended by striking all of Subsection 2.3 and replacing it with the following subsection:

2.3 The estimated capital cost of the projects to be funded from the proceeds of the Sales and Use Tax in the aggregate is the sum of \$27,000,000, and the maximum amount of net proceeds to be raised by the tax shall not exceed the greater of either the costs of the projects or the cost to amortize all debts related to the projects. The estimated principal amount of initial authorization of bonds to be issued to pay costs of the projects and to be paid by a portion of the Sales and Use Tax is \$30,000,000. The proceeds of the bonds or the Sales and Use Tax shall be used for financing (including use as the local match for other funds to finance) the following projects, in estimated amounts as described:

(i) \$13,500,000 for Construction of New I-95 Interchange (Exit 3);

- (ii) \$1,895,000 for Exit 8 And Us 278 Improvement Project Area Phase I (Roadway improvements to the intersection of US 278 and adjacent roads of Medical Center Drive north of US 278 and Brickyard Road, construction of merge lane when turning right onto US 278 from Henry Moss Boulevard, turning lane onto Medical Center Drive when heading west on US 278 from Hilton Head, new mast arm signalization, sidewalks, crosswalks, and widening of Brickyard Road to the entry of the hospital);
- (iii) \$1,650,000 for Hardeeville Commerce Park Main Entrance/Access Roadway Project (Construction of 4,370 linear feet (LF) access and internal roadway with twelve (12) foot lanes in each direction and new intersection with US Highway 17 with separate left and right-turn lanes exiting the Park);
- (iv) \$7,000,000 for I-95 Exit 21 Improvements (SC 336 Underpass), Reconstruction of James Taylor Drive, Bailey Lane Reconstruction, Taylor Drive Reconstruction, Industrial Park Improvements, and Roadway Widening To Provide Improved Access For Emergency Vehicles;
- (v) \$750,000 for US Highway 278 Corridor Widening, Stormwater Improvements, and Malphrus Road Intersection Realignment (Widen roadway, construct center turn lane, stormwater ditch and pipe improvements, sidewalk and lighting relocation, driveway reconnections, and realignment of Malphrus Road at the US Highway 278);
- (vi) \$1,000,000 for SC 170 Corridor Access Management Study Near-Term Improvements (The near term improvements include general improvements at 5 specific locations. Those improvements include installing reduced conflict intersections and U-turns at Okatie Center Boulevard, extend loop turn lane to west bound ramps with separation between US 278 west bound on ramp and US 278 east bound on ramp, remove free flow right-turn lane and replace with dual right-turns on US 278 west bound off ramp, install a nearside signal head north bound SC 170 at Cherry Point Road and Pearlstine Drive, and construct dual east bound left-turn lanes on Argent Boulevard at SC 170); and
- (vii) \$1,205,000 for U.S. Highway 17 Overlay (Sections to be determined by subsequent ordinance to be enacted by County Council, and New Road Construction and Improvements (Sections to be determined by subsequent ordinance to be enacted by County Council).

Any funds allocated to any specific project listed above that remain after project completion may be transferred to any other listed project by ordinance of County Council, or to such other project as County Council may add to this list by subsequent amendment to this Ordinance by ordinance duly enacted by County Council.

Section 3. Miscellaneous.

(a) If any one or more of the provisions or portions hereof are determined by a court of competent jurisdiction to be contrary to law, then that provision or portion shall be deemed severable from the remaining terms or portions hereof and the invalidity thereof shall in no way affect the validity of the other provisions of this Ordinance; if any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied to any particular case in any jurisdiction or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, those circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

(b) This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

(c) The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation, or effect of this Ordinance.

(d) This Ordinance shall take effect immediately upon approval following third reading.

(e) Except as expressly amended hereby, the Sales Tax Ordinance is hereby confirmed in its entirety

ENACTED THIS ____ DAY OF _____, 2021.

COUNTY COUNCIL OF JASPER COUNTY

(SEAL)

Barbara B. Clark, Chairperson

Wanda Simmons, Clerk of Council

First Reading: 10.04.2021
Second Reading: 11.15.2021
Public Reading: _____, 2021
Third Reading: _____, 2021

AGENDA ITEM:

XI-B

Ordinance item B

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #2021-26

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

An ordinance to amend Chapter 8, Businesses, to adopt a new business licensing ordinance incorporating, as made applicable to counties and specifically Jasper County, the provisions of the 2022 Model Business License Ordinance in accordance with Act 176, the SC Business License Tax Standardization Act, including its classification system, and establishing rates for such classification, and matters related thereto.

WHEREAS, The South Carolina Legislature passed Act 176, the SC Business License Tax Standardization Act (“Act 176”), which was signed into law in September of 2020, and requires every local government with a business license tax to administer the tax in the same way across the State beginning in January of 2022; and

WHEREAS, the Act seeks to prevent local governments from receiving a windfall in the first year of implementation as a result of the required changes; and

WHEREAS, Jasper County Administration has created the attached 2022 Business License Ordinance in compliance with Act 179, incorporating the required North American Industrial Classification Code, assigned the correct, state mandated rate class using the 2021 Class Schedule, and performed a rebalancing of the rates to avoid a windfall in the first year of implementation; and

WHEREAS, County Council, upon review and recommendation of its administrative staff has determined that the 2022 Business license Ordinance, as attached, should be adopted in compliance with Act 176;

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 8, Article II, LICENSES, is amended by:

- a) deleting the current Article II in its entirety (being Sections 8-31 through 8-49) and inserting new Sections 8-31 through 8-51 as set forth in the attached Exhibit "A";
- b) Reserving current Sections 8-52 through 8-100;
- c) Adopting the Appendices A and B attached to this Ordinance, incorporating such by reference in Section 8-51 of the Ordinance;

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.

Barbara B. Clark,
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: 2021-26
First Reading: September 7, 2021
Second Reading: November 15, 2021
Public Hearing: _____
Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

2022 MODEL BUSINESS LICENSE ORDINANCE

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

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

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

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

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

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

"Council" means the County Council of Jasper County.

"County" means Jasper County, South Carolina.

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

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

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

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

"License Official" means a person designated to administer this ordinance. Notwithstanding the designation of a primary license official, the County may designate one or more alternate license officials to administer particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code.

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

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

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

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

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

Section 8-34. Business License Tax, Refund.

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

Section 8-35. Registration Required.

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

- B. Application shall be on the then-current standard business license application as established and provided by the Director of the South Carolina Revenue and Fiscal Affairs Office and shall be accompanied by all information about the applicant, the licensee, and the business deemed appropriate to carry out the purpose of this ordinance by the license official. Applicants may be required to submit copies of portions of state and federal income tax returns reflecting gross receipts and gross revenue figures.
- C. The applicant shall certify under oath that the information given in the application is true, that the gross income is accurately reported (or estimated for a new business) without any unauthorized deductions, and that all assessments, personal property taxes on business property, and other monies due and payable to the County have been paid.
- D. The County shall allow application, reporting, calculation, and payment of business license taxes through the business license tax portal hosted and managed by the South Carolina Revenue and Fiscal Affairs Office, subject to the availability and capability thereof. Any limitations in portal availability or capability do not relieve the applicant or licensee from existing business license or business license tax obligations.

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

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

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

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

Section 8.38. Display and Transfer.

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

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

Section 8-40. Inspection and Audits.

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

Section 18-41. Assessments, Payment under Protest, Appeal.

- A. Assessments, payments under protest, and appeals of assessment shall be allowed and conducted by the County pursuant to the provisions of S.C. Code § 6-1-410, as amended. In preparing an assessment, the license official may examine such records of the business or any other available records as may be appropriate and conduct such investigations and statistical surveys as the license official may deem appropriate to assess a business license tax and penalties as provided herein.
- B. The license official shall establish a uniform local procedure consistent with S.C. Code § 6-1-410 for hearing an application for adjustment of assessment and issuing a notice of final assessment; provided that for particular types of business licenses, including without limitation for business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the County, by separate ordinance, may establish a different procedure and may delegate one or more rights, duties, and functions hereunder to the Municipal Association of South Carolina.

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

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

Section 8-43. Notices. The license official may, but shall not be required to, mail written notices that business license taxes are due. If notices are not mailed, there shall be published a notice of the due date in a newspaper of general circulation within the County three (3) times prior to the due date in each year. Failure to receive notice shall not constitute a defense to prosecution for failure to pay the tax due or grounds for waiver of penalties.

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

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

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

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

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

related to a business or a subject of a business, or an unlawful sale of merchandise or prohibited goods;

- E. A licensee has engaged in an unlawful activity or nuisance related to the business; or
- F. A licensee is delinquent in the payment to the County of any tax or fee,

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

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

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

- A. Except with respect to appeals of assessments under Section 11 hereof, which are governed by S.C. Code § 6-1-410, any person aggrieved by a determination, denial, or suspension and proposed revocation of a business license by the license official may appeal the decision to the Council or its designee by written request stating the reasons for appeal, filed with the license official within ten (10) days after service by mail or personal service of the notice of determination, denial, or suspension and proposed revocation.
- B. A hearing on an appeal from a license denial or other determination of the license official and a hearing on a suspension and proposed revocation shall be held by the Council or its designee within ten (10) business days after receipt of a request for appeal or service of a notice of suspension and proposed revocation. The hearing shall be held upon written notice at a regular or special meeting of the Council, or, if by designee of the Council, at a hearing to be scheduled by the designee. The hearing may be continued to another date by agreement of all parties. At the hearing, all parties shall have the right to be represented by counsel, to present testimony and evidence, and to cross-examine witnesses. The proceedings shall be recorded and transcribed at the expense of the party so requesting. The rules of evidence and procedure prescribed by Council or its designee shall govern the hearing. Following the hearing, the Council by majority vote of its members present, or the designee of Council if the hearing is held by the designee, shall render a written decision based on findings of fact and conclusions on application of the standards herein. The written decision shall be served, by personal service or by mail, upon all parties or their representatives and shall constitute the final decision of the County.
- C. Timely appeal of a decision of Council or its designee does not effectuate a stay of that decision. The decision of the Council or its designee shall be binding and enforceable unless overturned by an applicable appellate court after a due and timely appeal.

- D. For business licenses issued to businesses subject to business license taxes under Article 20, Chapter 9, Title 58, and Chapters 7 and 45, Title 38, of the South Carolina Code, the County may establish a different procedure by ordinance.

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

- A. It shall be unlawful for any person to construct, install, maintain, or operate in, on, above, or under any street or public place under control of the County any line, pipe, cable, pole, structure, or facility for utilities, communications, cablevision, or other purposes without a consent agreement or franchise agreement issued by the Council by ordinance that prescribes the term, fees, and conditions for use.
- B. The annual fee for use of streets or public places authorized by a consent agreement or franchise agreement shall be set by the ordinance approving the agreement and shall be consistent with limits set by state law. Existing franchise agreements shall continue in effect until expiration dates in the agreements. Franchise and consent fees shall not be in lieu of or be credited against business license taxes unless specifically provided by the franchise or consent agreement.

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

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

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

Section 8-51. Classification and Rates.

- A. The business license tax for each class of businesses subject to this ordinance shall be computed in accordance with the current business license rate schedule, designated as Appendix A to this ordinance, which may be amended from time to time by the Council.
- B. The current business license class schedule is attached hereto as Appendix B. Hereafter, no later than December 31 of each odd year, the County shall adopt, by ordinance, the latest standardized business license class schedule as recommended by the Municipal Association of South Carolina and adopted by the Director of the South Carolina Revenue

and Fiscal Affairs Office. Upon adoption by the County, the revised business license class schedule shall then be appended to this ordinance as a replacement Appendix B.

- C. The classifications included in each rate class are listed with NAICS codes, by sector, sub-sector, group, or industry. The business license class schedule (Appendix B) is a tool for classification and not a limitation on businesses subject to a business license tax. The classification in the most recent version of the business license class schedule adopted by the Council that most specifically identifies the subject business shall be applied to the business. The license official shall have the authority to make the determination of the classification most specifically applicable to a subject business.
- D. A copy of the class schedule and rate schedule shall be filed in the office of the County Clerk to Council.

DRAFT

APPENDIX A: BUSINESS LICENSE RATE SCHEDULE

RATE CLASS	INCOME: \$0 - \$2,000	INCOME OVER \$2,000
	BASE RATE	RATE PER \$1,000 OR FRACTION THEREOF
1	\$20.00	\$0.55
2	\$25.00	\$0.65
3	\$30.00	\$0.75
4	\$35.00	\$0.85
5	\$40.00	\$0.95
6	\$45.00	\$1.05
7	\$50.00	\$1.15
8.1	\$50.00	\$0.55
8.2	Set by state statute	
8.3	MASC Telecommunications	
8.4	MASC Insurance	
8.51	\$12.50 + \$12.50 per machine	
8.52	\$12.50 + \$180.00 per machine	
8.6	\$50.00	\$0.55
	plus \$5.00 -OR- \$12.50 per table based on size	
9.1	\$50.00	\$0.55
9.2	\$50.00	\$0.55
9.3	\$50.00	\$0.55
9.41	\$50.00	\$0.55
9.42	\$50.00	\$0.55
9.5	\$50.00	\$0.55
9.6	\$50.00	\$0.55
9.7	\$50.00	\$0.55
9.8	\$50.00	\$0.55

[Add optional subclasses, if any, that the County selects from the *Business License Standardization Class Nine Supplement* available from the Municipal Association.]

NON-RESIDENT RATES

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

DRAFT

DECLINING RATES

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

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

DRAFT

CLASS 8 and CLASS 9 RATES

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

Non-resident rates do not apply except where indicated.

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

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

Minimum on first \$2,000	\$ 50.00 PLUS
Each additional 1,000	\$ 0.55

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

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

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

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

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

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

of the contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount.

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

8.3 NAICS 517311, 517312 – Telephone Companies.

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

8.4 [Class 8.7 in the Prior Model Ordinance] NAICS 5241 – Insurance Companies:

See SC Code § 4-9-30(12) – None

8.51 [Class 8.8 in the Prior Ordinance] NAICS 713120 – Amusement Machines, coin operated (except gambling). Music machines, juke boxes, kiddie rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(1) and (A)(2) **[Type I and Type II]**.

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

Per Machine.....	\$12.50 PLUS
Business license	\$12.50

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

8.52 [Class 8.8C in the Prior Ordinance] NAICS 713290 – Amusement Machines, coin operated, non-payout. Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) **[Type III]**.

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

Per Machine.....	\$180.00 PLUS
Business license	\$12.50

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

8.6 [Class 8.9D in the Prior Model Ordinance] NAICS 713990 – Billiard or Pool Rooms, all types. (A) Pursuant to SC Code § 12-21-2746, license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long, and \$12.50 per table longer than that; PLUS, (B) with respect to

gross income from the entire business in addition to the tax authorized by state law for each table:

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

[DRAFTING NOTE: Local Governments may create additional subclasses as permitted under Section 6-1-400(G)(2) of the Standardization Act based on “particularized considerations as needed for economic stimulus or the enhanced or disproportionate demands by specific business subclassifications on taxing jurisdiction services or infrastructure.”]

9.1 [Class 8.4A in the Prior Ordinance] NAICS 423930 – Junk or Scrap Dealers [Non-resident rates apply].

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

9.2 [Class 8.4B in the Prior Model Ordinance] NAICS 522298 – Pawn Brokers [All Types].

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

9.3 [Class 8.52 in the Prior Model Ordinance] NAICS 4411, 4412 – Automotive, Motor Vehicles, Boats, Farm Machinery or Retail.

(except auto supply stores - see 4413)

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

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

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

NAICS 454390 – Peddlers, Solicitors, Canvassers, Door-To-Door Sales.

Direct retail sales of merchandise. [Non-resident rates apply]

9.41 [Class 8.6 in the Prior Ordinance] Regular activities [more than two sale periods of more than three days each per year]

Minimum on first \$2,000	\$100.00 PLUS
--------------------------------	---------------

Per \$1,000, or fraction, over \$2,000.....\$1.00

9.42 **[Class 8.6A in the Prior Ordinance]** Seasonal activities [not more than two sale periods of not more than three days each year, separate license required for each sale period]

Minimum on first \$2,000..... \$100.00 PLUS

Per \$1,000, or fraction, over \$2,000.....\$1.00

Applicants for a license to sell on private property must provide written authorization from the property owner to use the intended location.

9.5 **[Class 8.9A in the Prior Ordinance]** NAICS 713290 – Bingo halls, parlors.

Minimum on first \$2,000..... \$50.00 PLUS

Per \$1,000, or fraction, over \$2,000.....\$0.75

9.6 **[Class 8.9B in the Prior Ordinance]** NAICS 711190 – Carnivals and Circuses.

Minimum on first \$2,000..... \$50.00 PLUS

Per \$1,000, or fraction, over \$2,000.....\$0.75

9.7 **[Class 8.9C in the Prior Ordinance]** NAICS 722410 – Drinking Places, bars, lounges, cabarets (Alcoholic beverages consumed on premises).

Minimum on first \$2,000..... \$200.00 PLUS

Per \$1,000, or fraction, over \$2,000.....\$2.00

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

9.8 **[Class 8.9D in the Prior Ordinance]** NAICS 7115 – Adult Exotic Dancers, other Sexually Oriented Businesses.

Minimum on first \$2,000..... \$500.00 PLUS

Per \$1,000, or fraction, over \$2,000.....\$2.00

Business License Class Schedule by NAICS Code

Appendix B

2021 BUSINESS LICENSE CLASS SCHEDULE BY NAICS CODE

NAICS Sector/Subsector	Industry Sector	Class
11	Agriculture, forestry, hunting and fishing	2.00
21	Mining	4.00
31	Manufacturing	2.00
32	Manufacturing	2.00
33	Manufacturing	2.00
42	Wholesale trade	1.00
44	Retail trade	1.00
45	Retail trade	1.00
48	Transportation and warehousing	2.00
49	Transportation and warehousing	2.00
51	Information	4.00
52	Finance and insurance	7.00
53	Real estate and rental and leasing	7.00
54	Professional, scientific, and technical services	5.00
55	Management of companies	7.00
56	Administrative and support and waste management and remediation services	4.00
61	Educational services	4.00
62	Health care and social assistance	4.00
71	Arts, entertainment, and recreation	3.00
721	Accommodation	3.00
722	Food services and drinking places	1.00
81	Other services	5.00
Class 8	Mandatory or Recommended Subclasses	
23	Construction	8.10
482	Rail Transportation	8.20
517311	Wired Telecommunications Carriers	8.30
517312	Wireless Telecommunications Carriers (except Satellite)	8.30
5241	Insurance Carriers	8.40
5242	Insurance Brokers for non-admitted Insurance Carriers	8.40

713120	Amusement Parks and Arcades	8.51
713290	Nonpayout Amusement Machines	8.52
713990	All Other Amusement and Recreational Industries (pool tables)	8.60
Class 9	Optional Subclasses	
423930	Recyclable Material Merchant Wholesalers (Junk)	9.10
522298	Pawnshops	9.20
4411	Automobile Dealers	9.30
4412	Other Motor Vehicle Dealers	9.30
454390	Other Direct Selling Establishments (Regular Peddlers)	9.41
454390	Other Direct Selling Establishments (Seasonal Peddlers)	9.42
713290	Bingo Halls	9.50
711190	Other Performing Arts Companies (Carnivals and Circuses)	9.60
722410	Drinking Places (Alcoholic Beverages)	9.70
7115	Adult Adult Exotic Dancers, other Sexually Oriented Businesses	9.80

Note: Class Schedule is based on 2017 IRS data.

This appendix will be updated every odd year based on the latest available IRS statistics.
The 2021 Business License Class Schedule may be accessed at:

AGENDA ITEM:

XI-C

Ordinance item C



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:	November 15, 2021
Project:	Zoning Map Amendment – Industrial Development
Applicant:	Lowcountry Paver, LLC
Tax Map Number:	029-40-04-022
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	The Planning Commission did not make any recommendation

Description: The subject property consists of 9.93 acres and is located at 535 Stiney Road. The Applicant has requested a Zoning Map Amendment to have the property designated as Industrial Development (ID). The property is currently zoned Residential. Lowcountry Pavers developed the property in March 2000 and has operated their business at this location for more than 20 years. Lowcountry Pavers would like to upgrade the property and modify the operation of their business, which will include eliminating the concrete plant portion of the business. Prior to making a significant investment in the property, the applicant would like to have the property re-zoned to Industrial Development, eliminating the non-conformity status. The property was conforming when it was developed in 2000; however, during the 2007 Countywide Re-zoning project, this property was made non-conforming.

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 “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.
- **Adjacent Zoning:** The adjacent parcels are zoned Residential and Rural Preservation with Light Industrial Zoning nearby in the City of Hardeeville.

- ***Adjacent Land Use:*** Adjacent land uses are residential and commercial, with heavy industrial located nearby in the City of Hardeeville.
- ***Traffic and Access:*** The subject property is accessed by Stiney Road, which is a two-lane state-maintained highway, classified as a local road.

Planning Commission Recommendation: There was not a motion made by the Planning Commission, so the application has been forwarded to the County Council with no recommendation.

Attachments:

1. Application by the applicant
2. Ordinance
3. Pictures of the nearby industrial uses in Hardeeville Industrial Park
4. Aerial map of property and surrounding area
5. Aerial map with zoning layer
6. Aerial map with Hardeeville 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:	LOWCOUNTRY PAVER ^{PAVER} , LLC.
Address:	PO BOX 485 535 STINEY RD. HARDEEVILLE, SC 29927
Telephone/Fax:	843-247-4290 / 843-784-7104
Email:	TCURRY@LCPAVER.COM
Property Address or Physical Location:	535 STINEY RD
Tax Map Number(s):	029-40-04-022
Gross Acreage:	9.9
Current Zoning:	RESIDENTIAL
Proposed Zoning:	INDUSTRIAL
Administrative Fee: (\$250 per lot)	
Date Mailed or Hand Delivered:	9/20/21
Reason for Request: (attach narrative if necessary)	WANT TO INVEST IN UPGRADES. NOT GOING TO INVEST THE MONEY IF I CANT GET ZONING.

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

9/20/21
Date

Internal Use Only

Date Received:	9-21-2021
Amount Received:	\$250.00
Staff Member:	<i>[Signature]</i>

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2021-32

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 029-40-04-022 from the Residential Zone to the Industrial Development Zone on the Jasper County Official Zoning Map.

WHEREAS, the owner of the parcel consisting of approximately 9.93 acres bearing Jasper County Tax Map Number 029-40-04-022 located at 535 Stiney Road, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Residential Zone to the Industrial Development Zone and the property owner submitted that request to the Jasper County Planning Commission and County Council; and

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

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

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

1. Jasper County Council finds that in accordance with the staff report, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having been shown, approximately 9.93 acres bearing Jasper County Tax Map Number 029-40-04-022, located at 535 Stiney Road,

depicted on the Jasper County Official Zoning Map in the Residential Zone shall be transferred to the Industrial Development Zone.

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

Ms. Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # 2021-32

First Reading: November 1, 2021
Second Reading: November 15, 2021
Public Hearing: November 15, 2021
Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on
October 12, 2021 and made no recommendation.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date







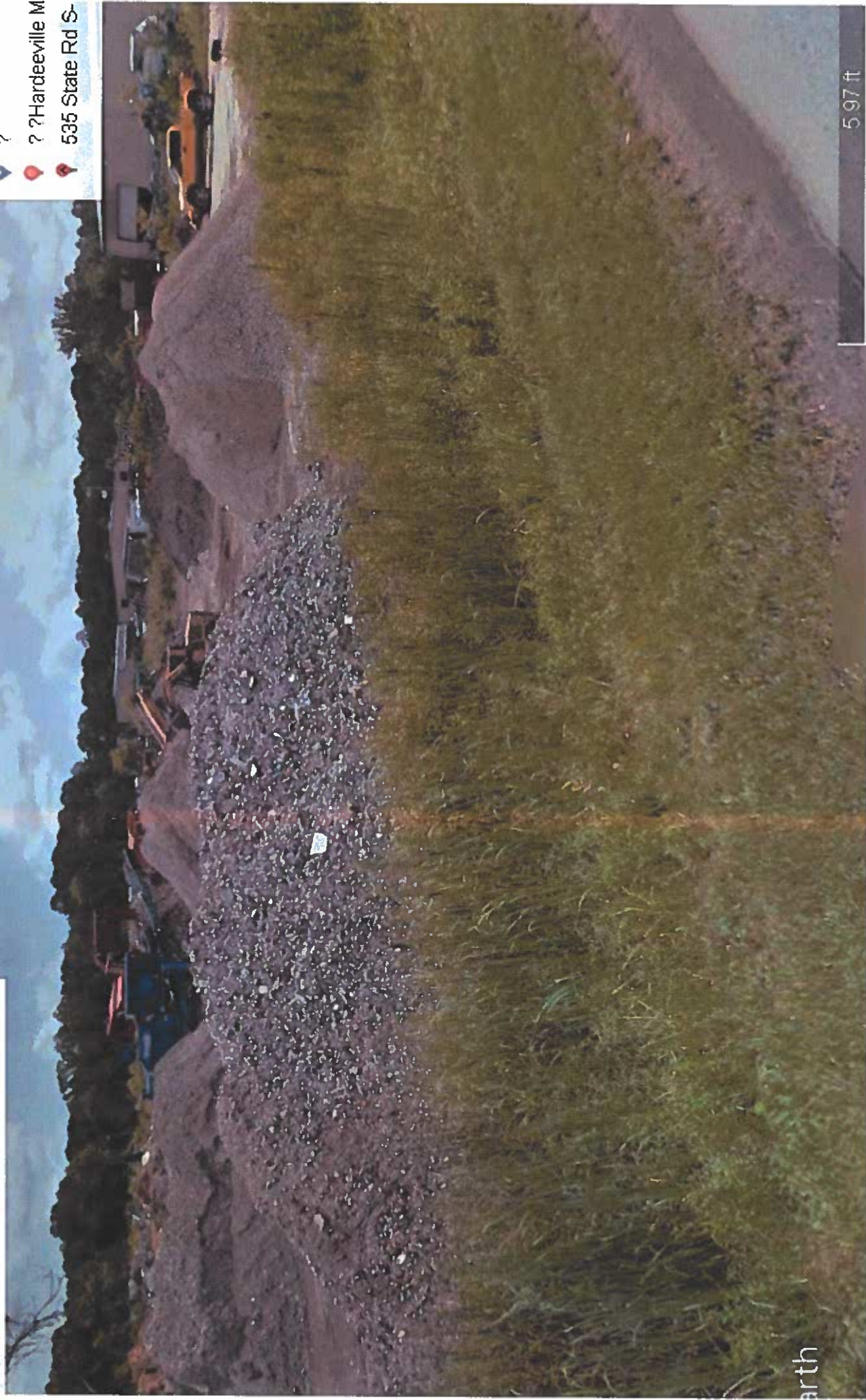


Hardeeville Industrial Park Rd

Location for your map.

Legend

- ? 
- ? 
- ? ? Hardeeville M 
- 535 State Rd S 



earth

5.97 ft



AGENDA ITEM:

XI-D

Ordinance item D

**STATE OF SOUTH
CAROLINA
COUNTY OF JASPER**

ORDINANCE 2021 -__

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To authorize the extension of a Comprehensive Agreement and Renewal of Lease with Jasper County Animal Rescue Mission for the use of that real property located at 401 Carters Mill Road, Ridgeland, South Carolina.

WHEREAS, on or about July 1, 2007, Jasper County did lease to the Jasper County Animal Rescue Mission premises at 401 Carters Mill Road, Ridgeland, South Carolina for use as an animal shelter; and

WHEREAS, on or about July 10, 2010, Jasper County did re-new said lease to the Jasper County Animal Rescue Mission premises at 401 Carters Mill Road, Ridgeland, South Carolina for use as an animal shelter for a three year term; and

WHEREAS, on or about September 16, 2013, Jasper County did re-new said lease to the Jasper County Animal Rescue Mission premises at 401 Carters Mill Road, Ridgeland, South Carolina for use as an animal shelter for a three year term; and

WHEREAS, on or about October 17, 2016, Jasper County did re-new said lease to the Jasper County Animal Rescue Mission premises at 401 Carters Mill Road, Ridgeland, South Carolina for use as an animal shelter for a five year and three month term, expiring on January 1, 2022; and

WHEREAS, Jasper County Council finds and concludes that the use of this structure by the Jasper County Animal Rescue Mission is in the public interest and serves the people of Jasper County;

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

1. Jasper County Council authorizes an additional extension of a lease of the premises located at 401 Carters Mill Road, Ridgeland, South Carolina to the Jasper County Animal Rescue Mission for a five (5) year term and for the purposes and under the terms set forth in the attached proposed Comprehensive Agreement and Lease Renewal.

2. Jasper County Council authorizes the County Administrator, Andrew P. Fulghum, to execute and deliver, on behalf of Jasper County, the Comprehensive Agreement and Lease Renewal and other necessary documents to complete this transaction.

3. Jasper County Council further authorizes the County Administrator, Andrew P. Fulghum and the Jasper County Attorney, David L. Tedder to make such amendments and revisions as may be necessary to complete this transaction, so long as any changes are consistent with the underlying purposes of the Comprehensive Agreement and Lease Renewal.

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

Barbara B. Clark
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: 2021 - ___

First Reading: _____

Second Reading: _____

Public Hearings: _____

Adopted: _____

It is required that the following Exhibit be attached before the second reading:

Comprehensive Agreement and Lease Renewal (2016)

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

COMPREHENSIVE AGREEMENT AND LEASE RENEWAL

COMPREHENSIVE AGREEMENT AND LEASE RENEWAL (hereinafter, "Agreement"), effective as of January 1, 2022, by and between Jasper County (hereinafter the "County"), a governmental unit of the State of South Carolina with administrative offices at 358 Third Avenue, Ridgeland, South Carolina, and the Jasper County Animal Rescue Mission (hereinafter the "Mission"), a South Carolina non-profit charitable corporation, whose address is Post Office Box 1179, Ridgeland, South Carolina 29936. For and in consideration of the sum of Five and 00/100, (\$5.00), Dollars and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ACTIVITY.** The County hereby contracts with the Mission to operate and administer in a good and business like manner in accordance with accepted humane practices of such facilities, the animal shelter for the care and adoption of abandoned dogs and cats in Jasper County. The County will continue its animal control function collecting abandoned dogs and cats throughout Jasper County. The Mission agrees to accept all dogs and cats brought to the shelter by the Jasper County Sheriff Office, Animal Control, Ridgeland Police Department, Ridgeland Public Works, Hardeeville Police Department, Animal Control, Hardeeville Public Works, DHEC – Department of

Health and Environmental Control and Jasper County Residents.

The Mission agrees to serve the people of Jasper County by:

- Providing shelter and humane care to dogs and cats that are lost, abandoned, neglected or abused.
- Placing adoptable dogs and cats in good homes with caring people, taking into account an analysis between the applicant's abilities and realistic alternatives..
- Reducing the population of stray and neglected dogs and cats by promoting and providing spaying and neutering.
- Providing educational material and learning opportunities concerning the proper care and treatment of pets.

2. COMPENSATION. For the assumption of the responsibilities referred to herein, for each fiscal year during the term of this Agreement, Jasper County Council will make an appropriation to the Mission in an amount to be determined based upon the needs of the Mission and the availability of revenue.

3. LEASE. The County hereby leases to the Mission for a term of five (5) years the building and surrounding grounds located at 404 Carters Mill Road, Ridgeland, South Carolina 29936. A drawing depicting the demised premises is attached hereto as Exhibit "A". This lease is effective as of January 1, 2022 upon the payment of the annual lease amount of One and 00/100 (\$1.00) Dollar. The lease in subsequent years becomes effective each January 1st for the term of this lease. Notwithstanding any other provision hereof this lease shall become null and void and the Mission shall quit

the facility and return possession thereof to the County in the event that the Mission shall be unable to, refuse to, or otherwise fail to comply with any of the its obligations under this Agreement or if the parties should be unable to reach an agreement on the terms for operating the Jasper County Animal Shelter.

4. REAL PROPERTY INSURANCE. The County shall maintain at its own expense insurance coverage for the real property and building leased to the Mission.

5. ALL OTHER INSURANCE. The Mission shall maintain at its own expense errors and omissions coverage in the minimum amount of \$500,000.00.

6. BUILDING AND GROUNDS MAINTENANCE. The Mission shall be responsible for the cleaning and routine maintenance of the leased building and grounds. The County shall be required to maintain in good working order all heating, air conditioning, electric and plumbing systems, their condition subject to reasonable wear and tear which does not unreasonably affect the normal and regular use thereof. The County shall be responsible for roof repair and replacement as needed.

7. UTILITIES AND GARBAGE. The Mission shall be responsible for all costs of utilities and garbage collection.

8. ANIMAL CARCASSES. The County agrees to remove animal carcasses from the leased premises upon request. Any fees associated with the disposal of carcasses shall be paid by the Mission.

9. VETERINARIAN SERVICES. The Mission shall be responsible for contracting with and payment of a veterinarian for the care of and spaying or neutering of the

animals.

10. **PERMITS AND LICENSES.** The Mission shall apply for and obtain any and all drug licenses required by law from the Drug Enforcement Agency (DEA), the South Carolina Department of Health and Environmental Control (DHEC), and all other permits and licenses that may be required for the operation of the animal shelter. The Mission is responsible for all fees associated with obtaining governmental licenses and permits.

11. **FEES AND DONATIONS.** Any adoption or reclamation fee charged by the Mission shall be paid directly to and become property of the Mission. The Mission may solicit and accept any donations or grants directly. All fees, donations, and grants shall be used for the performance of this contract. Reclamation fees shall be approved by Jasper County Council by resolution from time to time, and shall be no more than the estimated good faith cost of housing temporarily lost animals, including capture, transportation, and administrative costs. Reclamation by the lawful owner shall not be contingent on any other matter, except the payment of the reclamation fee; notwithstanding the foregoing, the Mission shall abide by any lawful order from any state or federal agency regarding the release of an animal, including court orders prohibiting the release of the animal.

12. **ANNUAL REPORT.** The Mission shall present an annual report to the County describing its activities and accomplishments, and its financial condition, including all private donations and grants, at the end of each fiscal year.

13. **EMPLOYMENT.** It shall be the responsibility of the Mission to hire the staff needed to adequately manage the shelter. None of the individuals shall be deemed County employees by virtue of their employment by the Mission.

14. **INDEMNITY.** The County does not assume any liability for any acts or omissions of the Mission or its agents or employees. The Mission hereby releases the County and agrees to indemnify the County and hold the County harmless from any and all claims against the County of any kind of nature whatsoever, arising out of or resulting from the use and/or operation of the leased premises by the Mission, including any expenses and attorney's fees which the County may incur in defending any such claims, except such claims or portions thereof as are covered by applicable insurance as otherwise herein provided.

15. **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, legal representatives, and assigns. The Mission shall not have the right to assign, pledge, or otherwise encumber this Agreement or any interest therein or sublet any of the leased premises without the written consent of the County nor shall the Mission have the right to encumber or otherwise suffer any lien to be placed against the leased premises.

16. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties. All prior negotiations have been merged into this Agreement and there are no understandings, representations, or agreements, oral or written, express or implied, other than those set forth herein. This Agreement shall not be modified or

amended except by an agreement in writing signed by the parties.

17. NOTICES. All notices required to be given under the terms of this Agreement shall be in writing and shall be sent by United States registered mail or certified mail addressed to the party to be notified at its address as above stated.

18. CONSTRUCTION. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of South Carolina.

In witness whereof the parties here to have caused this Agreement to be executed as of this _____ day of _____, 2022, effective as of January 1, 2022.

WITNESSES AS TO
JASPER ANIMAL RESCUE MISSION

WITNESSES AS TO
JASPER COUNTY:

JASPER ANIMAL RESCUE MISSION

By: _____

Chairman

JASPER COUNTY

By: _____

Andrew Fulghum
County Administrator

AGENDA ITEM:

XI-E

Ordinance item E

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE 21- _____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To authorize Jasper County to enter into a Lease Agreement with the Jasper County Chamber of Commerce and the Jasper County Historical Society the use of the Perry House located at 403 Russell Street in Ridgeland, South Carolina as their offices and a museum.

WHEREAS, Jasper County is the owner of real property having the Tax Map Number 063-27-02-001 also know as the Historic Perry House located at 403 Russell Street in Ridgeland, South Carolina bearing; and

WHEREAS, the Jasper County Chamber of Commerce and the Jasper County Jasper County Historical Society offer a variety of services and opportunities to encourage growth and tourism in Jasper County; and

WHEREAS, Jasper County Council previously authorized a five year Lease Agreement with the Jasper County Chamber of Commerce and the Jasper County Jasper County Historical Society in 2009, which has fulfilled the stated purposes of offer a variety of services and opportunities to encourage growth and tourism in Jasper County; and

WHEREAS, Jasper County Council believes that it would be a benefit for the citizens and commerce of Jasper County to have the offices and museum of the Jasper County Chamber of Commerce and the Jasper County Jasper County Historical Society to continue to be located at the Perry House;

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

1. Jasper County Council approves of the lease of the Perry House to the Jasper County Chamber of Commerce and the Jasper County Historical Society on terms substantially

consistent with those include in the attached Lease form. Upon approval of the Lease Agreement, and other related documents by the County Attorney, the Chairman of Jasper County Council and/or the County Administrator shall be and they are hereby authorized to execute and the Clerk to Council is hereby authorized to attest and deliver such easement, and other related documents as may be necessary or desirable and in so doing, to bind Jasper County.

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

Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: _____

First Reading: _____

Second Reading: _____

Public Hearings: _____

Adopted: _____

It is required that the following Exhibit be attached before the second reading:

LEASE AGREEMENT.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

the parties. Tenant further agrees that it will not use or permit the premises to be used for any offensive, noisy or dangerous trade or business, or for any other purpose not provided for herein, or any use in violation of laws, ordinances and regulations or any governmental body or authority applicable to the premises. Tenant will not do or permit any act or omission which will increase the rate of insurance on the premises, and if such rate be increased, Tenant agrees to pay Landlord such increased cost of insurance. Tenant agrees to take good care of the leased premises and suffer no waste, and at the end or other expiration of this lease, or renewal thereof, deliver the leased premises in as good a state and condition as received by the Tenant, reasonable wear and tear accepted.

5. TENANT'S ALTERATIONS. The Tenant may alter, replace or add to the improvements of the premises at its own expense, subject to the prior written approval of the Landlord of the plans and specifications; provided, however, that the Landlord shall not withhold such approval arbitrarily.

6. TRADE FIXTURES, BUSINESS EQUIPMENT AND FURNISHINGS. Tenant may install at its expense and without Landlord's consent trade fixtures, moveable office partitions, furniture and business equipment and other personal property, and may remove same at any time and further provided that any damage to the premises caused thereby shall be repaired by Tenant. Tenant shall not install or maintain any equipment, partitions, furniture, or apparatus, the weight or operation of which would tend to injure or be detrimental to the premises.

7. TENANT'S MAINTENANCE AND REPAIR OF PREMISES. Tenant agrees to make all repairs upon the demised premises including but not limited to the following: Tenant shall keep the interior of the building, including the plumbing, closets, pipes and electrical systems and fixtures in good order and suffer no waste, keep the water pipes and connections free of ice and other obstructions during the term of this lease, or renewal thereof, all at the Tenant's expense. Tenant shall keep the exterior woodwork freshly painted. Tenant shall keep the exterior walls, foundations, roof, sanitation system, water pipes and all outside plumbing and grounds in good repair. The Tenant shall be responsible for periodic grounds maintenance. Tenant shall maintain heating and air conditioning equipment by performing periodic inspections and servicing thereof and shall repair or replace the equipment when necessitated by ordinary wear and

tear; notwithstanding any other provision of this paragraph, the parties agree that the Tenant shall not be responsible for replacement or repair of catastrophic failure of a major system of the demised premises, e.g., roof or HVAC system. In addition Tenant shall be entitled to apply to County Council for financial assistance from Accommodations Tax revenue for any required repairs the cost of which exceed the financial capacity of the Tenant. Should Tenant fail, within a reasonable time after notice of the repairs of and to the demised premises that ought to be made pursuant to the terms of this Lease, to make such repairs, Landlord may declare the terms of this Lease to be in default and seek the remedies provided for under the terms of this Lease or otherwise provided by law.

8. TAXES. The Tenant shall pay all taxes and assessments upon the real property, if any.

9. UTILITIES. Tenant shall contract for and obtain, in its name all utility services required on the demised premises, including, but not limited to gas, electricity, telephone and water. Tenant shall pay all charges for those services as they become due.

10. INSURANCE, INJURIES AND PROPERTY DAMAGE. Tenant agrees to indemnify and hold harmless Landlord of and from any and all claims of any kind or nature arising from Tenant's use of the demised premises during the term hereof, and Tenant waives all claims against Landlord for damages to goods, wares, or merchandise or for injury to persons in and upon the premises from any cause whatsoever, except such as might result from the negligence of Landlord or Landlord's representatives. At all times during the term hereof the Tenant shall keep in effect in responsible commercial liability insurance in the name of and for the benefit of Tenant and Landlord with limits not less than the limits of liability found in Code of Laws of South Carolina §15-78-120 (1976 as amended).

Such insurance may, at Tenant's election, be carried under any general blanket coverage of Tenant. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any policy. Each original policy or certified copy thereof or a satisfactory certificate of the insurer evidencing insurance carried with proof of payment of the premium shall be deposited with Landlord. Tenant shall have the right to settle

and adjust all liability claims and all claims against the insuring companies, but without subjecting Landlord to any liability or obligation.

Tenant shall place and maintain in force during the term of this agreement, or any extensions or renewal thereof, sufficient renter's or contents coverage insurance to insure against any loss or damage to Tenant's personal property that may occur on the leased premises.

11. ASSIGNMENT OR SUBLEASE. Neither this lease nor any interest herein may be assigned by Tenant voluntarily or involuntarily, or by operation of law, and neither all nor any part of the leased premises shall be sublet by Tenant.

12. NOTICE. All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested to the party to be notified, at the address set forth herein or at such other address as the party may, from time to time, designate in writing. Every notice shall be deemed to have been given at that time it shall be deposited in the United States Mail in the manner prescribed herein. Noting contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a Summons or other legal process.

Landlord: Jasper County
Andrew Fulghum, County Administrator
358 Third Avenue
Post Office Box 1149
Ridgeland, South Carolina 29936

Tenant: Jasper County Chamber of Commerce
Kendall Malphrus, Executive Director
Post Office Box 1267
Ridgeland, South Carolina 29936

and

Jasper County Historical Society
President
Post Office Box 2111
Ridgeland, South Carolina 29936

13. DEFAULT BY TENANT. If Tenant shall make default in paying rent or making any other payment herein provided for, or if the Tenant shall breach any covenant, term or condition of this lease or part thereof, and any such default or breach shall continue for a period of thirty (30) days, after written notice to Tenant, or if the leased premises or any part thereof shall be abandoned or vacated or if Tenant shall be dismissed therefrom by or under any authority other than the Landlord, or if Tenant shall file a voluntary petition of bankruptcy or if the Tenant shall file any petition or institute any proceeding under any insolvency or bankruptcy act or any amendment thereto hereafter made, seeking to effect a reorganization or a composition with its creditors or if, in any proceedings based on the insolvency of Tenant or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Tenant of the leased premises or if any proceeding shall be commenced for the reorganization of Tenant of the leasehold estate created hereby shall be taken on execution or by any process of law or if Tenant shall admit in writing its inability to pay its obligations generally as they become due, the Landlord may, at its option, terminate this lease, without notice, and Landlord or Landlord's agents and servants may immediately, or at any time thereafter, re-enter the leased premises by force, summary proceeding or otherwise and remove all persons and property therein, without being liable to indictments, prosecution or damage therefore and Tenant hereby expressly waives the service of any notice in writing of intention to re-enter the premises.

14. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY. Notwithstanding any other provisions hereof, in the event that the demised premises, including all improvements, alterations, additions and changes made by either party hereto, are partially or totally damaged, destroyed or rendered unfit for Tenant's use by fire, tornado or other casualty, this lease shall immediately become null, void and of no effect.

15. SURRENDER OF PREMISES. Tenant agrees to turn over all keys and to surrender the leased premises at the expiration or sooner termination of this lease or any extensions thereof, broom clean and leave in the same condition as when delivered to Tenant or as altered, pursuant to the provisions of this lease, ordinary wear and tear and damage by the elements accepted, and Tenant shall remove all of its property.

16. **ENTIRE AGREEMENT.** This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first written above.

Witnesses as to Landlord:

LANDLORD:

JASPER COUNTY

By: _____

Andrew Fulghum
Administrator

AND

Witnesses as to Tenant
Jasper County Chamber of Commerce:

TENANT:

**JASPER COUNTY
CHAMBER OF COMMERCE**

By: _____

Kendall Malphrus
Executive Director

SIGNATURES AND WITNESSES CONTINUE ON FOLLOWING PAGE

STATE OF SOUTH CAROLINA

PROBATE

COUNTY OF JASPER

Personally appeared before me, _____ a witness, who made oath that she along with a Notary Public _____ saw _____, President of the Jasper County Historical Society sign and deliver the within Lease Agreement.

Sworn to before me this _____ Day of _____ 2021.

Notary Public for S. C.
My Commission Expires: _____

Witness

AGENDA ITEM:

XII

New Business item A

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
JASPER COUNTY, SOUTH CAROLINA
AND
HOLT CONSULTING COMPANY, LLC**

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**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
JASPER COUNTY, SOUTH CAROLINA
AND
HOLT CONSULTING COMPANY, LLC**

THIS **AGREEMENT** is made and entered into this _____ day of _____, 2021 by and between **JASPER COUNTY, SOUTH CAROLINA**, located at 358 Third Avenue, Ridgeland, SC 29936, hereinafter referred to as the **OWNER**, and **HOLT CONSULTING COMPANY, LLC**, located at 2801 Devine Street, Suite 201, Columbia, SC 29205, herein after referred to as the **CONSULTANT**. This is the effective date of the **AGREEMENT**.

WITNESSETH

WHEREAS, the **OWNER** intends to initiate various planning, design, engineering, architectural, and environmental projects and construct certain airfield, landside, and terminal improvements over the next five (5) years, in connection with the Airport Capital Improvement Plan, at Ridgeland – Claude Dean Airport, herein after referred to as the **PROJECT**, each of which will be described in future Work Authorizations; and,

WHEREAS, the **OWNER** desires to retain the services of the **CONSULTANT** for a period of five (5) years from the effective date of the **AGREEMENT** in accordance with the provisions of Federal Aviation Administration Advisory Circular No: 150/5100-14E dated September 30, 2014; and,

WHEREAS, the **OWNER** may require other general consulting services in the conduct of its business over the period of this **AGREEMENT**, which will be described in future Work Authorizations; and,

WHEREAS, the **CONSULTANT** has represented to the **OWNER** that it is qualified to perform the various described tasks and work of the projects, and, based upon **CONSULTANT's** representations, the **OWNER** desires to retain the services of the **CONSULTANT** to perform the work described herein.

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

The **CONSULTANT** shall, upon receipt of each duly executed Work Authorization, perform the work described in the Work Authorization in accordance with the attached Exhibits "A", "B", "C", "D", and "E" as may be required in said Work Authorizations. Each Work Authorization shall include the **CONSULTANT's** good faith estimate of Allowable Costs as described in Chapter 4 of Federal Aviation Administration Advisory Circular No: 150/5100-14E dated September 30, 2014.

The **OWNER**, in consideration of the performance of the **CONSULTANT's** undertakings under this **AGREEMENT**, pursuant to Work Authorizations fully executed by the **OWNER** and **CONSULTANT**, shall pay the **CONSULTANT** the consideration determined in each Work Authorization, which consideration shall constitute complete payment for all services furnished in connection with the work required to be performed under the Work Authorization.

November 2, 2021

Page 1

The following Exhibits are attached to and made part of this **AGREEMENT**:

- A. "General Provisions for Program Management and General Consulting Services"
- B. "General Provisions for Planning and Environmental Services"
- C. "General Provisions for Engineering Services"
- D. "General Provisions for Architectural Design Services"
- E. "Duties, Responsibilities, and Limitations of Authority of Resident Project Representative"
- F. "Payments and Miscellaneous Provisions"
- G. "Mandatory Federal Provisions"
- H. "Sample Work Authorization Form"
- I. "Insurance Requirements"

This **AGREEMENT** shall apply to all projects initiated within five (5) years, more or less, after the date of this **AGREEMENT**.

This **AGREEMENT**, together with the Exhibits identified above and subsequent Work Authorizations constitutes the entire **AGREEMENT** between the **OWNER** and the **CONSULTANT** and supersedes all prior written or oral understandings. This **AGREEMENT** and said Exhibits may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This **AGREEMENT** and said Exhibits hereafter shall be referred to as the **MASTER AGREEMENT**.

IN WITNESS WHEREOF, the parties hereto have made and executed this **AGREEMENT** as of the date first above written.

JASPER COUNTY, SOUTH CAROLINA

WITNESS: _____

BY: _____

TITLE: _____

HOLT CONSULTING COMPANY, LLC

WITNESS: _____

BY: _____

TITLE: _____

EXHIBIT A

GENERAL PROVISIONS FOR PROGRAM MANAGEMENT AND GENERAL CONSULTING SERVICES

This is an exhibit attached to and made a part of the **AGREEMENT** between the **OWNER** and the **CONSULTANT** for Professional Services. For elements of the **PROJECT** described in the referenced **AGREEMENT**, the **CONSULTANT** shall perform Professional Services in accordance with acceptable architectural, engineering, and surveying practices. These services shall be the limits of the **CONSULTANT's** responsibility under this **AGREEMENT**.

These General Provisions set forth the general requirements for the performance of the various services for program management and general consulting required under this **AGREEMENT**. The **CONSULTANT** under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - PROGRAM MANAGEMENT AND GENERAL CONSULTING SERVICES

- A. The services for program management respond to the complexities resulting from multi-project, multi-discipline, and long-range programs. Typical program management services can include:
1. Project formulation/programming,
 2. Project coordination,
 3. Master program scheduling,
 4. Consultant/subconsultant coordination,
 5. Funding and financial coordination assistance,
 6. Meeting preparation and documentation, and
 7. Technical assistance.
- B. The general consulting services to be provided under this section are undefined, general in nature, and only required periodically by the **OWNER**. Typical services anticipated might include:
1. Presentation preparation
 2. Coordination of meetings with local, state, and federal officials
 3. Site visits
 4. Facility inspection
 5. Obstruction surveys
 6. Property surveys
 7. Other services requested by the **OWNER** that are not otherwise directly associated with a current project

- C. Specific program management services will be reviewed in advance with the **OWNER** and set forth in each Work Authorization. FAA approval of scope will be obtained for FAA funded items and tasks.
- D. The amount of compensation and method of payment will be established when each Work Authorization is developed and presented for approval.

SECTION II - MISCELLANEOUS PROVISIONS

1. **Exhibit "F," Payments and Miscellaneous Provisions** specifies requirements for payments to **CONSULTANT, OWNER's** responsibilities, and other miscellaneous provisions, and **Exhibit "G"** specifies Federal mandatory provisions.

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EXHIBIT B

GENERAL PROVISIONS FOR PLANNING AND ENVIRONMENTAL SERVICES

This is an exhibit attached to and made a part of the **AGREEMENT** between the **OWNER** and the **CONSULTANT** for professional consulting services. For elements of the **PROJECT** described in the referenced **AGREEMENT**, the **CONSULTANT** shall perform professional services as hereinafter described, which shall include customary planning, environmental, and auxiliary services incidental thereto. These services, when performed in accordance with acceptable practices, shall be the limits of the **CONSULTANT's** responsibility under this **AGREEMENT**.

These General Provisions set forth the general requirements for the performance of the various services for planning and environmental projects required under this **AGREEMENT**. The **CONSULTANT** under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - SERVICES

- A. Basic and Special Services for planning projects will be reviewed in advance with the **OWNER** and set forth in each Work Authorization. FAA approval of scope will be obtained for FAA funded items and tasks.
- B. The amount of compensation and method of payment will be established when each planning Work Authorization is developed and presented for approval.
- C. At the written request of the **OWNER**, the **CONSULTANT** shall accomplish such special services as required by the **OWNER** to complete the **PROJECT**. At the option of the **OWNER**, special services may be provided by the **OWNER** through contracts with other professionals or may be provided by the **CONSULTANT**. When the **CONSULTANT** is requested to provide special services, such services may be provided by the **CONSULTANT's** own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the approval of the **OWNER** before the work is initiated. (**OWNER's** approval of **CONSULTANT's** Work Authorization listing subconsultants and subconsultant fees will be considered approval of subconsultant's contract.) Special services which may be requested include, but are not necessarily limited to the following:
 - 1. Soils and materials investigations including test borings, laboratory testing of soils and materials, and related analyses and recommendations.
 - 2. Reproduction of additional copies of reports and other documents above the specified number described in each Work Authorization.

3. The accomplishment of special surveys and investigations, such as aerial photography and mapping, traffic volume data collection, and the preparation of special reports and drawings as may be requested or authorized in writing by the **OWNER** in connection with the **PROJECT**.
4. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
5. Special environmental studies including biotic studies, historical and archeological studies, noise studies and other related work.

SECTION II - MISCELLANEOUS PROVISIONS

1. **Exhibit "F," Payments and Miscellaneous Provisions** specifies requirements for payments to **CONSULTANT**, **OWNER's** responsibilities, and other miscellaneous provisions, and **Exhibit "G"** specifies Federal mandatory provisions applicable to Planning Projects.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.

EXHIBIT C

GENERAL PROVISIONS FOR ENGINEERING SERVICES

This is an exhibit attached to and made a part of the **AGREEMENT** between the **OWNER** and the **CONSULTANT** for professional consulting services. For elements of the **PROJECT** described in the referenced **AGREEMENT** which are primarily engineering projects, the **CONSULTANT** shall perform professional services as hereinafter described, which shall include customary civil, structural, mechanical, and electrical engineering services. These services, when performed in accordance with acceptable engineering practices, shall be the limits of the **CONSULTANT's** responsibility under this **AGREEMENT**.

These General Provisions set forth the general requirements for the performance of the various services for development projects required under this **AGREEMENT**. The **CONSULTANT** under each duly executed Work Authorization shall perform work required to accomplish the intent of such work authorization, and unless otherwise specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - BASIC SERVICES

A. Basic Engineering Services will generally be completed in four (4) phases:

1. Preliminary Design Phase
2. Final Design Phase
3. Bidding Phase
4. Construction Phase

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each project. Additional services may be added as mutually agreed upon between **OWNER** and **CONSULTANT**. Such additions, changes, or deletions will be outlined in each Work Authorization.

B. Preliminary Design Phase

This phase involves those activities required for defining the scope of a project and establishing preliminary requirements. Items of work for this phase of a project include:

1. Conferring with the **OWNER** on project requirements, finances, schedules, early phases of the **PROJECT**, and other pertinent matters; and meeting with concerned agencies and parties on matters affecting the **PROJECT**.
2. Advising **OWNER** as to the necessity of providing or obtaining from others, data or services of the types described in Section II such as, but not limited to field surveys, soil borings, aerial mapping, and laboratory testing. At **OWNER's** option, services may be provided by the **OWNER** through direct contracts with other professionals or may be provided by the **CONSULTANT** in accordance with **Exhibit "F", Payments and Miscellaneous Provisions**, Section I.2.

3. Developing design schematics, sketches, project recommendations and preliminary layouts, and cost estimates.

C. Final Design Phase

After authorization to proceed with the Final Design Phase, **CONSULTANT** shall, on the basis of the accepted Preliminary Design documents and the construction budget authorized by **OWNER**:

1. Prepare necessary engineering reports and recommendations,
2. Prepare detailed plans, specifications, and cost estimates,
3. Print and provide necessary copies for in-house production of engineering drawings and contract specifications,
4. Advise **OWNER** of any adjustments to the preliminary estimate of probable construction costs caused by changes in general scope, extent or character or design requirements of the **PROJECT**, or market conditions. Furnish to **OWNER** a revised opinion of probable construction costs based on the Final Drawings and Specifications,
5. Prepare for review and approval by **OWNER**, its legal counsel and other advisors, necessary bidding information, bidding forms, the conditions of the contract, and the form of **AGREEMENT** between the **OWNER** and Contractor, and
6. Distribute documents for approvals to FAA, **OWNER**, State, and other regulatory agencies.

D. Bidding Phase

After authorization to proceed with the Bidding Phase, **CONSULTANT** shall:

1. Assist the **OWNER** in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, and receive and process deposits for bidding documents.
2. Assist the **OWNER** in conducting a pre-bid conference for each separate prime contract to share pertinent bidding and technical information and requirements with prospective bidders.

3. Issue addenda as appropriate to interpret, clarify or expand the bidding documents.
4. Distribute sets of bidding documents to prospective bidders and plan offices during the Bidding Phase.
5. Attend the bid opening, prepare bid tabulation sheets, and assist **OWNER** in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.

E. Construction Phase

1. The **CONSULTANT's** responsibility to provide Basic Services for the Construction Phase under this **AGREEMENT** commences with the award of each contract for construction and terminates at the earlier of the issuance by the **OWNER** of the final Certificate for Payment or 30 days after the date of Substantial Completion of the Work, but if so stated by Work Authorization, may be extended under the terms of **Section II "Special Services."**
2. **CONSULTANT** shall attend and administer the preconstruction conference.
3. Visits to site and observation of construction: In connection with observations of the work of contractor(s) while it is in progress:
 - a. **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as **CONSULTANT** deems necessary in order to observe as an experienced and qualified design professional the progress of the various aspects of contractor(s)' work. Based on information obtained during such visits and on such observations, **CONSULTANT** shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and **CONSULTANT** shall keep **OWNER** informed of the progress of the work.
 - b. If **OWNER** requests more extensive site representation than is described in 3.a above, **CONSULTANT** will provide a Resident Project Representative(s) as a Special Service.
 - c. **CONSULTANT** shall not during such visits or as a result of such observations of contractor(s)' work in progress, supervise, direct or have control over contractor(s)' work nor shall **CONSULTANT** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work. Accordingly, **CONSULTANT** can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for contractor(s)' failure to furnish and perform their work in accordance with the contract documents.

4. Defective Work: During such visits and on the basis of such observations, **CONSULTANT** may disapprove of or reject contractor(s)' work while it is in progress if **CONSULTANT** believes that such work will not produce a completed **PROJECT** that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the **PROJECT** as reflected in the contract documents.
5. Interpretations and Clarifications: **CONSULTANT** shall issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare work directive changes and change orders as required.
6. Shop Drawings: **CONSULTANT** shall review and approve (or take other appropriate action in respect of) shop drawings, samples, and other data which contractor(s) are required to submit, but only for conformance with the design concept of the **PROJECT**. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
7. Substitutes: **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by contractor(s), but subject to the provision of Section II, paragraph 13 of this Exhibit C.
8. Inspections and Tests: **CONSULTANT** shall have authority, as **OWNER's** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing's and approvals required by laws, rules, regulations, ordinances, codes, orders, or the contract documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the contract documents).
9. Disputes Between Owner and Contractor: **CONSULTANT** shall act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims of **OWNER** and contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work. **CONSULTANT** shall not be liable for the results of any such interpretations or decisions rendered in good faith.
10. Applications for Payment: Based on **CONSULTANT's** on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

- a. **CONSULTANT** shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of **CONSULTANT's** knowledge, information and belief, the quality of such work is generally in accordance with the contract documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation). In the case of unit price work, **CONSULTANT's** recommendations of payment will include determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the contract documents).
 - b. By recommending any payment, **CONSULTANT** will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by **CONSULTANT** to check the quality or quantity of contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to **CONSULTANT** in this **AGREEMENT** and the Contract documents. **CONSULTANT's** review of contractor(s)' work for the purposes of recommending payments will not impose on **CONSULTANT** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **CONSULTANT** to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and contractor that might affect the amount that should be paid.
11. Contractor(s)' Completion Documents: **CONSULTANT** shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by contractor(s) in accordance with the contract documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the contract documents); and shall transmit them to **OWNER** with written comments.

12. Inspections: **CONSULTANT** shall conduct an inspection to determine if work is substantially complete and a final inspection to determine if the completed work is acceptable to **OWNER**, FAA and other governing agencies so that **CONSULTANT** may recommend, in writing, final payment to contractor(s) and may give written notice to **OWNER** and contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in sub-paragraph E.10.b of this Exhibit C, Section I.
13. Limitation of Responsibilities: **CONSULTANT** shall not be responsible for the act or omissions of any contractor, or of any subcontractor or supplier, or any of the contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except **CONSULTANT's** own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in the foregoing sub-paragraphs E.1. through E.12. inclusive, shall be construed to release **CONSULTANT** from liability for failure to properly perform duties and responsibilities assumed by **CONSULTANT** in the contract documents.

SECTION II - SPECIAL SERVICES

Services Requiring Authorization in Advance

If authorized in writing by **OWNER**, **CONSULTANT** shall accomplish such special services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in the Work Authorizations. At **OWNER's** option, services may be provided by the **OWNER** through direct contracts with other professionals or may be provided by the **CONSULTANT**. When the **CONSULTANT** is requested to provide special services, such services may be provided by the **CONSULTANT's** own forces or through subcontracts with other professionals; however, contracts with other professionals for special services must have the approval of the **OWNER** before the work is initiated (**OWNER** approval of **CONSULTANT's** Work Authorization listing subconsultant's and subconsultant fees will be considered approval of subconsultant's contract.) Special services will be paid for by **OWNER** as indicated in each Work Authorization in addition to the compensation for Basic Services described herein.

1. Preparation of applications and supporting documents for governmental grants, loans, or advances in connection with the **PROJECT**; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the **PROJECT** of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the **PROJECT**.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **OWNER**; commonly referred to as A/E survey (Architectural/Engineering survey).

3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond **CONSULTANT's** control.
4. Providing renderings or models for **OWNER's** use.
5. Preparing to serve or serving as a **CONSULTANT** or witness for **OWNER** in any litigation, public hearing or other legal or administrative proceeding involving the **PROJECT** (except as agreed to under Basic Services in Section I of this Exhibit C).
6. Soils and material investigations including test borings, laboratory testing of soils and materials, related analyses, and recommendations.
7. Quality assurance testing during construction.
8. Furnishing services of a Resident Project Representative to assist **CONSULTANT** in observing performance of the work of contractor(s).
9. Preparation of Disadvantaged Business Enterprise Program.
10. Cost accounting services, grant administration, and grant closeout.
11. Reproduction and postage of reports, contract documents and specifications to FAA, **OWNER**, contractor, regulatory agencies, prospective bidders, and plan rooms.
12. Services in connection with work directive changes and change orders to reflect changes requested by **OWNER** if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
13. Services in revising drawings and specifications occasioned by the acceptance or substitutions proposed by contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.
14. Services resulting from delays beyond the control of **CONSULTANT**.
15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any contractor, or (5) other causes beyond **CONSULTANT's** control.

16. Evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the work.
17. Services after issuance to the **OWNER** of the final certificate for payment or in the absence of such certificate, more than 30 days after the date of Substantial Completion of the Work.
18. Provide assistance in the closing of any financial or related transaction for the **PROJECT**.
19. Provide assistance in connection with the refining and adjusting of any equipment or system.
20. Preparation of a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by contractor(s) to **CONSULTANT** and which **CONSULTANT** considers significant.
21. Operational Phase Services:
 - a. Provide assistance in connection with the refining and adjusting of any equipment or system.
 - b. Assist **OWNER** in training **OWNER's** staff to operate and maintain the **PROJECT**.
 - c. Assist **OWNER** in developing systems and procedures for control of the operation and maintenance of and record keeping for the **PROJECT**.

SECTION III - MISCELLANEOUS PROVISIONS

1. **Exhibit "F," Payments and Miscellaneous Provisions** specifies requirements for payments to **CONSULTANT**, **OWNER's** responsibilities, and other miscellaneous provisions, and **Exhibit "G"** specifies Federal Mandatory Provisions.

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EXHIBIT D

GENERAL PROVISIONS FOR ARCHITECTURAL DESIGN SERVICES

This is an exhibit attached to and made a part of the **AGREEMENT** between the **OWNER** and the **CONSULTANT** for professional consulting services. For elements of the **PROJECT** which are primarily building improvements, described in the referenced **AGREEMENT**, the **CONSULTANT** shall perform professional services as hereinafter described, which shall include customary architectural, structural, mechanical, and electrical engineering services. These services, when performed in accordance with acceptable engineering and architectural practices, shall be the limits of the **CONSULTANT's** responsibility under this **AGREEMENT**.

These General Provisions set forth the general requirements for the performance of the various architectural services for projects required under this **AGREEMENT**. The **CONSULTANT** under each duly executed Work Authorization shall perform the scope of work required by such Authorization, and, unless requirements to the contrary are specifically prescribed therein, shall perform the required services in accordance with the following requirements.

SECTION I - BASIC SERVICES

A. Basic Architectural Services will generally be completed in five (5) phases:

1. Schematic Design Phase
2. Design Development Phase
3. Contract Document Phase
4. Bidding Phase
5. Construction Phase

The general types of services to be performed in each phase are described herein. However, typical services may be changed or deleted as required for each project. Additional services may be added as mutually agreed upon between **OWNER** and **CONSULTANT**. Such additions, changes, or deletions will be outlined in each Work Authorization.

B. Schematic Design Phase

1. The **CONSULTANT** shall review the program furnished by the **OWNER** to ascertain the requirements of the **PROJECT** and shall arrive at a mutual understanding of such requirements with the **OWNER**.
2. The **CONSULTANT** shall provide a preliminary evaluation of the **OWNER's** program, schedule, and construction budget requirements, each in terms of the other, subject to the limitations set forth in Exhibit F, paragraph II. A.
3. The **CONSULTANT** shall review with the **OWNER** alternative approaches to design and construction of the **PROJECT**.

4. Based on the mutually agreed upon program, schedule and construction budget requirements, the **CONSULTANT** shall prepare, for approval by the **OWNER**, schematic design documents consisting of drawings and other documents illustrating the scale and relationship of project components.
5. The **CONSULTANT** shall submit to the **OWNER** a preliminary estimate of construction cost based on current area, volume, or other unit costs.

C. Design Development Phase

1. Based on the approved schematic design documents and any adjustments authorized by the **OWNER** in the program, schedule or construction budget, the **CONSULTANT** shall prepare, for approval by the **OWNER**, design development documents consisting of drawings and other documents to fix and describe the size and character of the **PROJECT** as to architectural, structural, mechanical, and electrical systems, materials and such other elements as may be appropriate.
2. The **CONSULTANT** shall advise the **OWNER** of any adjustments to the preliminary estimate of construction cost.

D. Construction Documents Phase

1. Based on the approved design development documents and any further adjustments in the scope or quality of the **PROJECT** or in the construction budget authorized by the **OWNER**, the **CONSULTANT** shall prepare, for approval by the **OWNER**, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the **PROJECT**.
2. The **CONSULTANT** shall assist the **OWNER** in the preparation of the necessary bidding information, bidding forms, the conditions of the contract, and the form of AGREEMENT between the **OWNER** and the contractor.
3. The **CONSULTANT** shall advise the **OWNER** of any adjustments to previous preliminary estimates of construction cost indicated by changes in requirements or general market conditions.
4. The **CONSULTANT** shall assist the **OWNER** in connection with the **OWNER's** responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the **PROJECT**.

E. Bidding Phase

After authorization to proceed with the Bidding Phase, **CONSULTANT** shall:

1. Assist the **OWNER** in advertising for and obtaining bids for each separate prime contract for construction, materials, equipment, and services; and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-bid conferences, and receive and process deposits for bidding documents.
2. Issue addenda as appropriate to interpret, clarify or expand the bidding documents.
3. Consult with and advise **OWNER** as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
4. Consult with **OWNER** concerning and determine the acceptability of substitute materials and equipment proposed by contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
5. Attend the bid opening, prepare bid tabulation sheets, and assist **OWNER** in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services.
6. Furnish sets of bidding documents to contractor bidding and plan offices during the Bidding Phase. The number of documents and their distribution will be specified in the Work Authorization(s).

F. Construction Phase

1. The **CONSULTANT's** responsibility to provide Basic Services for the Construction Phase under this **AGREEMENT** commences with the award of the contract for construction and terminates at the earlier of the issuance to the **OWNER** of the final Certificate for Payment or the original date established for Substantial Completion of the Work but may be extended under the terms of Section II "Special Services."
2. The **CONSULTANT** shall provide administration of the contract for construction as set forth below, unless otherwise provided in this **AGREEMENT**.
3. **CONSULTANT** shall attend preconstruction conference.

4. Visits to site and observation of construction: In connection with observations of the work of contractor(s) while it is in progress:
 - a. **CONSULTANT** shall make visits to the site at intervals appropriate to the various stages of construction as **CONSULTANT** deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor(s)' work. Based on information obtained during such visits and on such observations, **CONSULTANT** shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and **CONSULTANT** shall keep **OWNER** informed of the progress of the work.
 - b. If **OWNER** requests more extensive site representation than is described in F.4 (a) above, **CONSULTANT** will provide a Resident Project Representative(s) as a Special Service.
 - c. **CONSULTANT** shall not, during such visits or as a result of such observations of contractor(s)' work in progress, supervise, direct or have control over contractor(s)' work nor shall **CONSULTANT** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work. Accordingly, **CONSULTANT** can neither guarantee the performance of the construction contracts by contractor(s) nor assume responsibility for contractor(s)' failure to furnish and perform their work in accordance with the contract documents.
5. Defective Work: During such visits and on the basis of such observations, **CONSULTANT** may disapprove of or reject contractor(s)' work while it is in progress if **CONSULTANT** believes that such work will not produce a completed **PROJECT** that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the **PROJECT** as reflected in the contract documents.
6. Interpretations and Clarifications: **CONSULTANT** shall issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare work directive changes and change orders as required.
7. Shop Drawings: **CONSULTANT** shall review and approve (or take other appropriate action in respect of) shop drawings, samples, and other data which contractor(s) are required to submit, but only for conformance with the design concept of the **PROJECT** and compliance with the information given in the contract documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
8. Substitutes: **CONSULTANT** shall evaluate and determine the acceptability of substitute materials and equipment proposed by contractor(s), but subject to the provision of Section II, paragraph 37 of this Exhibit D.

9. Inspections and Tests: **CONSULTANT** shall have authority, as **OWNER's** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing's and approvals required by laws, rules, regulations, ordinances, codes, orders, or the contract documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the contract documents).
10. Disputes: **CONSULTANT** shall act as initial interpreter of the requirements of the contract documents and judge of the acceptability of the work thereunder and make decisions on all claims relating to the acceptability of the work or the interpretation of the requirements of the contract documents pertaining to the execution and progress of the work.
11. Applications for Payment: Based on **CONSULTANT's** on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - a. **CONSULTANT** shall determine the amounts owing to contractor(s) and recommend in writing payments to contractor(s) in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of **CONSULTANT's** knowledge, information and belief, the quality of such work is generally in accordance with the contract documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the contract documents and to any other qualifications stated in the recommendation). In the case of unit price work, **CONSULTANT's** recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the contract documents).

By recommending any payment, **CONSULTANT** will not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by **OWNER** to check the quality or quantity of contractor(s)'s work as it is furnished and performed beyond the responsibilities specifically assigned to **CONSULTANT** in this **AGREEMENT** and the contract documents. **CONSULTANT's** review of contractor(s)' work for the purposes of recommending payments will not impose on **CONSULTANT** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on **CONSULTANT** to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and contractor that might affect the amount that should be paid.

12. Contractor(s)' completion documents: **CONSULTANT** shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by contractor(s) in accordance with the contract documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the contract documents); and shall transmit them to **OWNER** with written comments.
13. Inspections: **CONSULTANT** shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that **CONSULTANT** may recommend, in writing, final payment to contractor(s) and may give written notice to **OWNER** and the contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph F.11.b.
14. Limitation of responsibilities: **CONSULTANT** shall not be responsible for the act or omissions of any contractor, or of any subcontractor or supplier, or any of the contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except **CONSULTANT's** own employees and agents) at the site or otherwise furnishing or performing any of the contractor(s)' work; however, nothing contained in paragraphs F.1 through F.13 inclusive, shall be construed to release **CONSULTANT** from liability for failure to properly perform duties and responsibilities assumed by **CONSULTANT** in the contract documents.

SECTION II - SPECIAL SERVICES

Services Requiring Authorization in Advance

If authorized in writing by **OWNER**, **CONSULTANT** shall accomplish such special services of the following types which are not considered normal or customary Basic Services except where specifically provided for otherwise in the Work Authorizations. At **OWNER's** option, services may be provided by the **OWNER** through direct contracts with other professionals or may be provided by the **CONSULTANT**. When the **CONSULTANT** is requested to provide special services, such services may be provided by the **CONSULTANT's** own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the approval of the **OWNER** before the work is initiated, however **CONSULTANT** shall remain responsible for work of subconsultant's. Special services will be paid for by **OWNER** in addition to the compensation for Basic Services described herein.

1. Preparation of pre-applications and/or applications and supporting documents for governmental grants, loans, or advances in connection with the **PROJECT**; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the **PROJECT** of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the **PROJECT**.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by **OWNER**; commonly referred to as A/E survey.
3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to causes beyond **CONSULTANT's** control.
4. Providing renderings or models for **OWNER's** use.
5. Preparing documents for alternate, separate or sequential bids requested by **OWNER** after receipt of original bids and for contractor(s)' work which is not executed or documents for out-of-sequence work.
6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the **PROJECT**; evaluating processes available for licensing and assisting **OWNER** in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits for inventories required in connection with construction performed for **OWNER**.
7. Services resulting from the award of more separate prime contracts for construction, materials, equipment, or services for the **PROJECT** than are contemplated by an approved Work Authorization, and services resulting from the arranging for performance by persons other than the principal prime contractors of services for the **OWNER** and administering **OWNER's** contracts for such services.
8. Providing any type of property surveys or related engineering services needed for the transfer of interests in real property and field surveys for design purposes and engineering surveys and staking to enable contractor(s) to proceed with their work and providing land surveys and other special field surveys.

9. Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment, or services.
10. Services during out-of-town travel required of **CONSULTANT** other than visits to the site as required by Section I.
11. Preparing to serve, or serving, as a **CONSULTANT** or witness for **OWNER** in any litigation, public hearing or other legal or administrative proceeding involving the **PROJECT** (except as agreed to under Basic Services in Section I of this Exhibit D).
12. Soils and Material Investigations including test borings, laboratory testing of soils and materials, related analyses, and recommendations.
13. Quality assurance testing during construction.
14. Furnishing services of a Resident Project Representative to assist **CONSULTANT** in observing performance of the work of contractor(s).
15. Preparation of Disadvantaged Business Programs.
16. Cost accounting services, grant administration, and grant closeout.
17. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services described in each Work Authorization.
18. Providing analyses of the **OWNER's** needs and programming the requirements of the **PROJECT**.
19. Providing financial feasibility or other special studies.
20. Providing planning surveys, site evaluations or comparative studies of prospective sites.
21. Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the **PROJECT**.
22. Providing services relative to future facilities, systems, and equipment.
23. Providing services to verify the accuracy of drawings or other information furnished by the **OWNER**.
24. Providing coordination of construction performed by separate contractors or by the **OWNER's** own forces and coordination of services required in connection with construction performed and equipment supplied by the **OWNER**.
25. Providing services in connection with the work of a construction manager or separate consultants retained by the **OWNER**.

26. Providing detailed estimates of construction cost.
27. Providing detailed quantity surveys or inventories of material, equipment, and labor.
28. Providing analyses of owning and operating costs.
29. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings, and related equipment.
30. Providing services for planning tenant or rental spaces.
31. Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
32. Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the contractor to the **CONSULTANT**.
33. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
34. Providing services of consultants for other than architectural, structural, mechanical, and electrical engineering portions of the **PROJECT** provided as a part of Basic Services in Section I of this Exhibit D.
35. Providing any other services not otherwise included in this **AGREEMENT** or not customarily furnished in accordance with generally accepted architectural practice.
36. Services in connection with work directive changes and change orders to reflect changes requested by **OWNER** if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
37. Services in revising drawings and specifications occasioned by the acceptance or substitutions proposed by contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.
38. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.
39. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or negligent work of any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any contractor.

40. Services in connection with any partial utilization of any part of the **PROJECT** by **OWNER** prior to Substantial Completion.
41. Evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the work.
42. Services after issuance to the **OWNER** of the final certificate for payment or in the absence of such certificate, more than 60 days after the date of Substantial Completion of the Work.

SECTION III - MISCELLANEOUS PROVISIONS

1. **Exhibit "F," Payments and Miscellaneous Provisions** specifies requirements for payments to **CONSULTANT**, **OWNER's** responsibilities, and other miscellaneous provisions, and **Exhibit "G"** specifies Federal Mandatory Provisions.

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EXHIBIT E

DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

This is an exhibit attached to and made a part of the **AGREEMENT** between the **OWNER** and the **CONSULTANT** for Professional Consulting Services. For elements of the **PROJECT** described in the referenced **AGREEMENT**, the **CONSULTANT** shall perform Resident Project Representative Services in accordance with the following:

- A. General: Resident Project Representative (**RPR**) will be the **CONSULTANT's** agent at the site, will act as directed by and under the supervision of **CONSULTANT**, and will confer with **CONSULTANT** regarding **RPR** actions. **RPR's** dealings in matters pertaining to the onsite work shall in general be only with the **CONSULTANT** and contractor, and dealings with subcontractors shall only be through or with the full knowledge of Contractor. Written communication with **OWNER** will be only through or as directed by **CONSULTANT**.

- B. Duties and Responsibilities of RPR:
 1. Schedules: Review the progress schedule, schedule of shop drawing submissions, and schedule of values prepared by contractor and consult with the **CONSULTANT** concerning acceptability.

 2. Conferences and Meetings: Attend meetings with contractor such as preconstruction conferences, progress meetings and other conferences as required in consultation with **CONSULTANT** and notify those expected to attend in advance. Prepare and circulate copies of minutes thereof.

 3. Liaison:
 - a. Serve as the **CONSULTANT's** liaison with contractor, working principally through contractor's superintendent and assist him in understanding the intent of the contract documents. Assist the **CONSULTANT** in serving as the **OWNER's** liaison with the contractor when the contractor's operations affect the **OWNER's** onsite operations.

 - b. As requested by the **CONSULTANT**, assist in obtaining from the **OWNER** additional details or information, when required at the job site for proper execution of the work.

4. Shop Drawings and Samples:

- a. Record date of receipt of shop drawings and samples, receive samples which are furnished at the site by contractor, and notify the **CONSULTANT** of their availability for examination.
- b. Advise the **CONSULTANT** and contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by the **CONSULTANT**.

5. Review of Work, Rejection of Defective Work, Inspection, and Tests:

- a. Conduct onsite observations of the work in progress to assist **CONSULTANT** in determining if the work is proceeding in accordance with the contract documents and that completed work will conform to the contract documents.
- b. Report to the **CONSULTANT** whenever **RPR** believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment and advise the **CONSULTANT** when he believes work should be corrected or rejected or should be uncovered for observation or requires special testing, inspection, or approval.
- c. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted as required by the contract documents and in presence of the appropriate personnel, and that contractor maintains adequate records thereof; observe, record, and report to the **CONSULTANT** appropriate details relative to test procedures and startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the **PROJECT**, record the results of these inspections, and report to **CONSULTANT**.

6. Interpretation of Contract Documents: Transmit to contractor, **CONSULTANT's** clarifications, and interpretations of the contract documents.

7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report them with **RPR's** recommendations to **CONSULTANT**. Transmit to contractor decisions as issued by **CONSULTANT**.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, **CONSULTANT's** clarifications and interpretations of the contract documents, progress reports and other project related documents.
- b. Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to contractor's questions or extras or deductions, quantities of materials installed on the **PROJECT**, list of visiting officials and representatives of manufacturers, fabricators, suppliers, and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of the observing test procedures. Send copies to the **CONSULTANT**.
- c. Record names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

9. Reports:

- a. Furnish to **CONSULTANT**, **OWNER**, and the Federal Aviation Administration periodic reports as required of the progress of the work and contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
- b. Consult with the **CONSULTANT** in advance of scheduled major tests, inspections, or start of important phases of the work.
- c. Report immediately to the **CONSULTANT** upon the occurrence of any accident.
- d. Review and certify contractor's payroll submittals for compliance with federal law pertaining to classification and wage rates.

10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward them with recommendations to the **CONSULTANT**, noting particularly their relation to the schedule of values, work completed, and material and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance, and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed; and deliver this material to the **CONSULTANT** for his review and forwarding to **OWNER** prior to final acceptance of the work.

12. Completion:

- a. Before the **CONSULTANT** issues a Certificate of Substantial Completion, submit to contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of **CONSULTANT**, **OWNER**, and contractor and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to the **CONSULTANT** concerning acceptance.

C. Limitations of Resident Project Representative's Authority:

Except upon written instructions of the **CONSULTANT**, **RPR**:

1. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
2. Shall not exceed limitations of the **CONSULTANT's** authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of contractor, subcontractors, or contractor's superintendent or expedite the work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the contract documents.
5. Shall not issue directions as to safety programs in connection with the work.
6. Shall not accept shop drawing or sample submittals from anyone other than contractor.
7. Shall not authorize the **OWNER** to occupy or utilize the **PROJECT** in whole or in part, without the approval of **CONSULTANT**.
8. Shall not participate in specialized field or laboratory tests, or inspections conducted by others except as specifically authorized by **CONSULTANT**.

EXHIBIT F

PAYMENTS AND MISCELLANEOUS PROVISIONS

This is an exhibit attached to and made a part of the **AGREEMENT** between the **OWNER** and the **CONSULTANT** for professional consulting services.

SECTION I - PAYMENTS TO THE CONSULTANT

The **OWNER** agrees to compensate the **CONSULTANT** for services performed in accordance with one of the following methods as hereinafter set forth. It is further agreed that such compensation includes both direct and indirect costs chargeable to the **PROJECT** under generally accepted accounting principles.

The method of payment and the amount of payment for specified services shall be detailed in each Work Authorization. The receipt of an approved Work Authorization will constitute the **CONSULTANT's** Notice-to-Proceed.

Unless otherwise approved in writing, the **CONSULTANT** is not to undertake any work prior to the receipt of an approved Work Authorization executed by the **OWNER**.

1. Cost Plus Fixed Fee

Under this method of payment, the **CONSULTANT's** compensation will be equal to direct hourly cost times a factor to cover overhead plus direct non-salary expense and a fixed fee to cover profit. The cost may be more or less than estimated, but the fixed fee will neither increase nor decrease, unless there is a change in the scope, complexity, or duration of the work. In that event, the fixed fee would be subject to re-negotiation. Should the total cost be more than the estimated budget in an approved Work Authorization, a supplemental Work Authorization covering the additional costs of the particular task in question will be prepared by the **CONSULTANT** and submitted to the **OWNER** for review and approval.

2. Hourly Fee Schedule and Subconsultants

Under this method of payment, the **CONSULTANT's** compensation will be based on actual hours worked, by discipline, times the then current fee schedule, plus direct non-salary expenses, including the direct costs of subconsultants plus a lump sum administrative fee. **The hourly fee schedule will only be utilized for specific minor items of work performed as special services.**

3. Lump Sum

For work that can be defined and delineated in advance, payment to the **CONSULTANT** will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as herein described. The lump sum will not increase nor decrease unless there is a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to re-negotiation, and **CONSULTANT** will prepare and submit a supplemental Work Authorization for **OWNER** approval.

4. General:

Payments to the **CONSULTANT** on account of the above fees are payable upon receipt and are past due thirty (30) days after the date of invoices. Amounts not paid within 30 days of invoice date are delinquent and **OWNER** agrees to pay a late payment fee in the amount of 1% per month or the maximum late payment fee permitted by applicable law (whichever is less) on any unpaid amount for each month, or fraction thereof, that such payment is delinquent. Invoices shall be submitted periodically for the amount of work carried out in that period. The **OWNER** shall not retain any amounts due from the **CONSULTANT's** invoices, nor withhold said invoices pending FAA and/or other agency approval.

5. The Following Definitions Will Apply to the Payments for Services:

- a. Salary Cost - For purposes of this **AGREEMENT**, direct salary cost is defined as the current actual cost of salaries of personnel for the time directly chargeable to the **PROJECT**.
- b. Overhead - For the purpose of this **AGREEMENT**, overhead shall be calculated in accordance with Federal Acquisition Regulations. For billing under the cost-plus fixed fee method of payment, overhead as defined herein shall be direct salary cost times the current overhead rate of the **CONSULTANT** when the Work Authorization is signed.
- c. Direct Non-Salary Expenses - These expenses generally include items of expense directly chargeable to the **PROJECT** and substantiated by appropriate documentation. Typical items may include the cost of subconsultants, living and traveling expenses of employees, communications expense, postage, reproduction, identifiable supplies, and other items that can be identified with the **PROJECT**.

SECTION II - MISCELLANEOUS PROVISIONS

A. Estimates:

1. Since the **CONSULTANT** has no control over the cost of labor and materials or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications, but the **CONSULTANT** does not guarantee the accuracy of such estimates as compared to the contractor's bids or the **PROJECT** construction cost.

B. Extra Work:

- a. It is mutually understood and agreed that the **OWNER** will compensate the **CONSULTANT** for services resulting from significant changes in general scope of the **PROJECT** or its design, but not necessarily limited to, changes in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents for contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the **CONSULTANT's** control and when requested and authorized by the **OWNER**. Compensation for such extra work when authorized by the **OWNER** shall be established in each Work Authorization. **CONSULTANT** shall promptly notify **OWNER** in writing of all extra work or cost variations on the **PROJECT** prior to undertaking said work.

C. Reuse of Documents:

- a. All documents including drawings and specifications prepared by the **CONSULTANT** pursuant to this **AGREEMENT** are instruments of service with respect to the **PROJECT**. They are not intended or represented to be suitable for reuse by **OWNER** or others on extensions of the **PROJECT** or on any other **PROJECT**. However, reproducible copies of drawings and copies of other pertinent data will be made available to the **OWNER** upon request, which may include paper or DVD copies. Any reuse without written verification will be at **OWNER's** sole risk and with no liability or legal exposure to **CONSULTANT**. Any such verification or adaptation will entitle **CONSULTANT** to further compensation at rates to be agreed upon by **OWNER** and **CONSULTANT**. Notwithstanding these provisions the **OWNER** shall be provided upon request a reproducible copy of any drawing produced under this **AGREEMENT** at the cost of reproduction and will be permitted full use of such documents subject to the limitations set forth herein.

D. Responsibility of the Consultant:

- a. The **CONSULTANT** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the **CONSULTANT** under this **AGREEMENT**.
- b. Approval by the **OWNER** and other agencies of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the **CONSULTANT** of his responsibility for the technical adequacy of his work except as to matters involving peculiar conditions or uses of the property known to the **OWNER** or other agencies but not to the **CONSULTANT**.
- c. The **CONSULTANT** shall not be responsible for any time delays in the **PROJECT** caused by the loss or destruction of any portion of the **PROJECT** including, but not limited to, fire, theft, smoke, storm, vandalism, sudden or accidental damage from irregularities in electrical current or any other circumstance beyond the **CONSULTANT's** control.

E. Responsibility of Owner:

As a part to this **AGREEMENT**, the **OWNER** shall:

- a. Make available for the **CONSULTANT's** use all record drawings, maps, information as to unusual conditions or practices affecting the **CONSULTANT's** services, soil data, etc., that are readily available to the **OWNER**.
- b. Designate a person to act with authority on the **OWNER's** behalf and respond in a timely manner to submissions by the **CONSULTANT** providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- c. Pay all costs associated with special services authorized by the **OWNER** and all costs associated with obtaining bids from contractors, including but not limited to cost of printing, postage, and public notice of advertisement.

- d. Furnish such accounting, insurance and legal counseling services as **OWNER** may require for this **PROJECT**. Obtain advice of an attorney, insurance counselor or other **CONSULTANT's** as **OWNER** deems appropriate for examination of the contract documents prepared by **CONSULTANT**.
- e. Pay all costs incidental to comply with requirements of the foregoing paragraphs a. through d.

F. Termination:

- a. This **AGREEMENT** may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this **AGREEMENT** through no fault of the terminating party provided that no such termination may be affected unless the other party is given:
 - i. Not less than 10 calendar days written notice of intent to terminate, and
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This **AGREEMENT** may be terminated in whole or in part in writing by either party without cause on sixty (60) days written notice.
- c. Upon receipt of a termination notice, the **CONSULTANT** shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the **OWNER** all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the **CONSULTANT** in performing this **AGREEMENT**, whether completed or in process.
- d. If this **AGREEMENT** is terminated by either party, the **CONSULTANT** shall be paid for services rendered pursuant to this **AGREEMENT**. If termination of the **AGREEMENT** occurs at the conclusion of one phase and prior to authorization of the **OWNER** to begin the next phase, payment by the **OWNER** of the completed phase shall be considered full compensation due the **CONSULTANT**.

G. Audit: Access to Records:

- a. The **CONSULTANT** shall maintain books, records, documents, and other evidence directly pertinent to the work under this **AGREEMENT** in accordance with generally accepted accounting principles and practices. The **OWNER**, the Federal Aviation Administration, the Comptroller General of the United States, or any of their duly appointed representatives shall have access to any books, documents, papers, records, and other evidence for the purpose of examination, audit, excerpts, and transcriptions.
- b. Records described above shall be maintained and made available during the performance under this **AGREEMENT** and for a period of three years after the **OWNER** makes final payment and all other pending matters are closed.

H. Headings:

- a. The headings of the exhibits, sections, schedules, and attachments as contained in this **AGREEMENT** are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions in such exhibits, sections, schedules, and attachments.

I. Assignment:

- a. **CONSULTANT** acknowledges that its services are unique and personal and its rights under this **AGREEMENT** may not be assigned or its duties or obligations delegated without the express written consent of **OWNER**.

J. Construction Means and Methods:

- a. **CONSULTANT** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.

K. Indemnification:

1. **CONSULTANT** agrees to indemnify and hold harmless the **OWNER**, its agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands, or liability for any injuries to any person (including death) or damage to any property arising out of the activities of **CONSULTANT** based on negligent acts of the **CONSULTANT**, its officers, agents, or employees, and the **CONSULTANT** shall defend against all such claims and pay all expenses of such defense, including attorney fees, and all judgments based thereon; provided that his obligation shall not extend to any damage, injury, or loss due to negligence of the **OWNER**.

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EXHIBIT G

MANDATORY FEDERAL PROVISIONS

A. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the **CONSULTANT**, for itself, its assignees, and successors in interest (hereinafter referred to as the "**CONSULTANT**") agrees as follows:

1.1 Compliance with Regulations. The **CONSULTANT** shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The **CONSULTANT**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The **CONSULTANT** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Contracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the **CONSULTANT** for work to be performed under a contract or subcontract, including procurements of materials or leases of equipment, each potential contractor, subcontractor, or supplier shall be notified by the **CONSULTANT** of the **CONSULTANT's** obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The **CONSULTANT** shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **OWNER** or the Federal funding agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the **CONSULTANT** is in the exclusive possession of another who fails or refuses to furnish this information, the **CONSULTANT** shall so certify to the **OWNER** or the Federal funding agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the **CONSULTANT's** noncompliance with the nondiscrimination provisions of this contract, the **OWNER** shall impose such contract sanctions as it or the Federal funding agency may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the **CONSULTANT** under the contract until the **CONSULTANT** complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The **CONSULTANT** shall include the provisions of foregoing paragraphs 1.1 through 1.5 in every contract and subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The **CONSULTANT** shall take such action with respect to any contract, subcontract or procurement as the **OWNER** or the Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the **CONSULTANT** becomes involved in, or is threatened with, litigation with a contractor, subcontractor, or supplier as a result of such direction, the **CONSULTANT** may request the **OWNER** to enter into such litigation to protect the interests of the **OWNER** and, in addition, the **CONSULTANT** may request the United States to enter into such litigation to protect the interests of the United States.

B. DISADVANTAGED BUSINESS ENTERPRISES

1. **Contract Assurance (§26.13)** - The **CONSULTANT** or any **SUBCONSULTANT** shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The **CONSULTANT** shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the **CONSULTANT** to carry out these requirements is a material breach of this contract, which may result in the termination of this **CONSULTANT** or such other remedy, as the recipient deems appropriate.
2. **Prompt Payment (§26.29)** - The **CONSULTANT** agrees to pay each **SUBCONSULTANT** under this **AGREEMENT** for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the **CONSULTANT** receives from **OWNER**. The **CONSULTANT** agrees further to return retainage payments to each **SUBCONSULTANT** within ten (10) days after the **SUBCONSULTANT's** work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the **OWNER**. This clause applies to both DBE and non-DBE **SUBCONSULTANTS**, contractors, and subcontractors.

C. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

1. No Federal appropriated funds shall be paid, by or on behalf of the **CONSULTANT**, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

D. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this **AGREEMENT** on the part of the **CONSULTANT** or their **SUBCONSULTANTS**, contractors or subcontractors may result in the suspension or termination of this **AGREEMENT** or such other action that may be necessary to enforce the rights of the parties of this **AGREEMENT**. The duties and obligations imposed by the **AGREEMENT** and any Contract Documents which become effective pursuant to this **AGREEMENT** and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

E. RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the Federal funding agency and the **OWNER** of the Federal grant under which this contract is executed.

F. TRADE RESTRICTION CLAUSE

The **CONSULTANT**, by execution of this **AGREEMENT**, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR),
- b. has not knowingly entered into any **AGREEMENT** for this **PROJECT** with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list, and
- c. has not procured any product nor contracted for the supply of any product for use on the **PROJECT** that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the **CONSULTANT** knowingly procures or contracts for the supply of any product or service of a foreign country on said list for use on the **PROJECT**, the Federal funding agency may direct through the **OWNER** cancellation of the **AGREEMENT** at no cost to the Government.

Further, the **CONSULTANT** agrees that, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts for this **PROJECT**. The **CONSULTANT** may rely on the certification of a prospective contractor unless it has knowledge that the certification is erroneous.

The **CONSULTANT** shall provide immediate written notice to the **OWNER** if the **CONSULTANT** learns that its certification or that of a contractor or subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. A contractor or subcontractor must agree to provide written notice to the **CONSULTANT** if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the **CONSULTANT** or a **SUBCONSULTANT** knowingly rendered an erroneous certification, the Federal funding agency may direct, through the **OWNER**, cancellation of the **AGREEMENT** for default at no cost to the Government. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a **CONSULTANT** is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

G. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The **CONSULTANT** certifies, by acceptance of this **AGREEMENT**, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

H. ACCESS TO RECORDS AND REPORTS

The **CONSULTANT** shall maintain an acceptable cost accounting system. The **CONSULTANT** agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States, or any of their duly authorized representatives, access to any books, documents, papers, and records of the **CONSULTANT** which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The **CONSULTANT** agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

I. TERMINATION OF CONTRACT

1. The **OWNER** may, by written notice, terminate this **AGREEMENT** in whole or in part at any time, either for the **OWNER's** convenience or because of failure to fulfill the **AGREEMENT** obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the **OWNER**.
2. If the termination is for the convenience of the **OWNER**, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the **CONSULTANT's** obligations, the **OWNER** may take over the work and prosecute the same to completion by contract or otherwise. In such case, the **CONSULTANT** shall be liable to the **OWNER** for any additional cost occasioned to the **OWNER** thereby.
4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the **CONSULTANT** had not so failed, the termination shall be deemed to have been affected for the convenience of the **OWNER**. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause. The rights and remedies of the **OWNER** provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

J. AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The **CONSULTANT** assures that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the **CONSULTANT** and any tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon.

In these cases, the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

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EXHIBIT H

**WORK AUTHORIZATION FOR PROFESSIONAL SERVICES
BETWEEN
JASPER COUNTY, SOUTH CAROLINA
AND
HOLT CONSULTING COMPANY, LLC**

Project Location: _____ Project Number: _____

Project Name: _____

It is agreed to undertake the following work in accordance with the provisions of the Master Agreement for Professional Services dated _____ between **JASPER COUNTY, SOUTH CAROLINA** and **HOLT CONSULTING COMPANY, LLC**.

Scope of Services: (Attachment A)

Method of Payment: (Attachment B)

(Example: Lump sum amount \$XX, XXX or not to exceed \$XX, XXX.)

(Attachment B shall include **CONSULTANT's** good faith estimate of Allowable Costs as described in Chapter 4 of Federal Aviation Administration Advisory Circular No. 150/5100-14E dated September 30, 2014.)

Agreed as to scope of services, time schedule, and budget:

For: _____
HOLT CONSULTING COMPANY, LLC

For: _____
JASPER COUNTY, SOUTH CAROLINA

Date: _____

Date: _____

Attachments: A – Scope of Services
B – Budget

EXHIBIT I

INSURANCE REQUIREMENTS

The **CONSULTANT** shall maintain the following insurance for the duration of the **AGREEMENT**.

1. General Liability

Each Occurrence - \$1,000,000.00, General Aggregate - \$2,000,000.00

2. Automobile Liability

Combined Single Limit - \$1,000,000.00

3. Workers' Compensation

As required by Statute and Employer's Liability with a \$500,000.00 Limit.

4. Professional Liability (Engineers)

Claim-Made Basis, \$1,000,000.00 Per Claim and \$1,000,000.00 Aggregate.

AGENDA ITEM:

XII

New Business item B

October 25, 2021

Re: Marsh Cove Fire Station

Kimberly Burgess, Director Administrative Services
Jasper County
358 Third Avenue, PO Box 1149
Ridgeland, SC 29936

Dear Mrs. Burgess;

As you are aware based on our many conversations and correspondence over the past several weeks, the Marsh Cove Fire Station schedule has slipped from the original proposed date. The original duration of the Contract was for one hundred eighty five (185) days, and that date has recently passed. This slippage is primarily due to manufacturing delays and in many cases severe shortages of raw materials to produce finished products. There are also ongoing labor shortages that have impacted production as well as installation and deliveries of materials. The largest contributor to delays for this project has been related to the Pre-Engineered Metal Building, as we made you aware of this as early as April. The General Contractor has been able to keep his original team together throughout all these delays, with the exception of two subcontractors.

We have been requesting an updated master schedule from the Contractor, and have received this within the past two weeks. The revised completion date for the project based on all information currently available is February 2, 2022. As you are also aware, there are some pending Change Orders currently under review by the Commerce Department as well as USDA. Approval of these changes has caused some additional delays as well. The Architect and I have held several meetings with the Contractor regarding a request for the total number of days that they will be requesting as an extension of their Contract. Based on the information they have provided, they have been able to justify one hundred and eleven (111) days to this point. Please keep in mind as additional materials start to ship, and sub-contractors begin to mobilize, there could be some additional delays encountered, as there is a severe supply chain backlog in practically all aspects of this industry.

Based on the above information, and with the volatility of the construction market at this point, Cumming Management Group respectfully requests that our Contract dated March 10, 2021 be

3820 Faber Place Drive
Suite 600
North Charleston, SC 29405
Phone 843.203.2900
Fax 843.760.6880
www.ccorpUSA.com

extended for a period of at least one hundred thirty (130) days, taking us through most of February. We will provide an updated cashflow chart for your use as we did with the original Contract.

We trust that our services have been beneficial to Jasper County and to your department, and feel that this extension would allow us to continue our services through the remaining construction period, as well as to assist with final closeout of the project. Please let me know if you have any questions.

Sincerely,

Harold Lee
Senior Project Manager



AGENDA ITEM:

XIII

Old Business item A

** Note this is a verbal COVID update from Chief Wells and the screen will be shared with this information **

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 November 15, 2021

1. Intergovernmental Agreement (IGA) between Jasper County and the City of Hardeeville Governing Economic Development Cooperation:
A copy of the fully executed document follows this report.
2. National Association of Counties (NACO) High Performance Leadership Academy:
Last week, I completed the 12-week academy. It was a great experience for me and a high-quality professional development opportunity. I am now scheduling attendance for our four division directors and the three department heads who report directly to me.

Thank you very much for the opportunity to attend this leadership academy.

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

<p>STATE OF SOUTH CAROLINA</p> <p>COUNTY OF JASPER</p> <p>CITY OF HARDEEVILLE</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>INTERGOVERNMENTAL</p> <p>AGREEMENT</p> <p>(ECONOMIC DEVELOPMENT</p> <p>COOPERATION)</p>
--	--	--

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:

"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.

"FILOT 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

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



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 November 2, 2021-November 15, 2021

1. Transportation Sales Tax Program:

- **US Highway 278 Widening Project:**

Participated in meeting on Nov. 2 with consulting engineers and LCOG staff. Required easements identified. LCOG submitted quarterly progress report to EDA. Met with property owner on Nov. 4 and requested easement.

- **Amending Ordinance:**

Final review with outside counsel on Nov 8. To be provided to County Council for consideration of second reading at Nov. 15 County Council meeting.

2. SC Rural Initiative:

Reported activity to SCDOC. Resolution to be presented for County Council approval at Nov. 15 County Council meeting.

3. Various Economic Development Projects:

Participated in virtual meeting with outside counsel on Nov. 3 and scheduled for another meeting Nov. 10. IGA between Jasper County and City of Hardeeville fully executed. Scheduled to meet with developer of multi-family housing on Nov. 12.

4. Jasper Ocean Terminal (JOT):

Numerous discussions and meetings. County Council to be briefed at Nov. 15 County Council meeting.

5. New Grant Opportunity:

Participated in virtual meeting on Nov. 8 with representatives of a local utility and members of the SCA team. Working on a new grant opportunity. Will report to Council when staffed out.

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

Special County Council meeting on Nov. 11.

Harry M. Lightsey III
Chairman



Bonnie Ammons
Executive Director

South Carolina
Rural Infrastructure Authority

November 4, 2021

Mr. Dennis Averkin
Town Administrator
Town of Ridgeland
Post Office Box 1119
Ridgeland, South Carolina 29936

Re: Grant #R-22-5001

Dear Mr. Averkin:

Congratulations on your successful application for funding from the South Carolina Rural Infrastructure Authority (RIA). Enclosed is a copy of the grant agreement, which must be executed in order for the Town of Ridgeland to accept the Regional Feasibility Planning Grant approved for the Regional Water and Sewer Master Planning as described in the grant application.

It is necessary that an official with legal authority to execute such contracts sign the two enclosed originals of the grant award (Signature Page of the Grant Agreement) and return one of these originals to this office within 45 days from the date of award.

Acceptance of the grant requires that you comply with all of the terms and conditions as outlined in the Grant Agreement attached herein. RIA funds may not be obligated or expended until a *Notice to Proceed* has been issued and the consultant contract has been reviewed by our office. For all activities funded in whole or in part by the RIA, it will be necessary to follow procurement procedures that are equivalent to the SC Consolidated Procurement Code and to submit contractual agreements to the RIA prior to execution. You will be required to submit a progress report on the first day of each calendar quarter. The first reporting date for this grant is April 1, 2022. Timely submission of reports will ensure the processing of requests for payments from your grant award. Include the grant number on all reports, requests for payment and correspondence. RIA *Project Management Procedures* and forms which must be used in the administration of the grant are located on our website at www.ria.sc.gov. Please take time to review these procedures before beginning your project.

We are available to assist you throughout the implementation of your project. If you have any questions or need assistance, please do not hesitate to contact your RIA Program Manager, Kendra Wilkerson at 803.734.5850, or kwilkerson@ria.sc.gov.

Sincerely,

A handwritten signature in cursive script that reads "Bonnie Ammons".

Bonnie Ammons
Executive Director

Enclosures

cc: RIA file
Andrew P. Fulghum, County Administrator, Jasper County
Joe Mantua, General Manager, Beaufort-Jasper Water and Sewer Authority
Bonnie K. Bennett, Finance Director, Town of Ridgeland