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Pursuant to Ordinance #08-17, Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting's Regular Meeting start time) on the **Public Comments Sign in Sheet** on the Podium to address Council on matters pertaining to County Services and Operations. Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes. Written Public Comments may also be submitted by 1PM on the date of the Council Meeting by emailing your comment to: comments@jaspercountysc.gov.

To participate in a **Public Hearing for a specific agenda item**, you may either email written public comments to comments@jaspercountysc.gov by **1:00PM on Monday, February 6, 2023**; or you can speak in person at the Council Meeting by signing in on the **Public Hearing Sign In Sheet** located outside the Council Chambers Doors prior to the start of the meeting.

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

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



JASPER COUNTY COUNCIL
WORKSHOP AND
COUNCIL MEETING

Jasper County Clementa C. Pinckney Government Bldg.
358 3rd Avenue Ridgeland, SC 29936
Monday, February 6, 2023
AGENDA

Workshop 5:00PM

Call Workshop to Order by Chairman Sauls

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

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

➤ **Discussion of all Agenda Items**

Executive Session 6:00PM

I: Call Council Meeting to Order by Chairman Sauls

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

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

II. Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [City of Hardeeville v. Jasper County, South Carolina, Jasper County Treasurer, and Jasper County Auditor](#)

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

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

Regular Session **6:30PM**

III: Return to Open Session

IV. Pledge of Allegiance

V. Invocation

VI. Approval of Agenda:

VII. Approval of the Minutes of 11.07.2022 and 11.21.2022:

VIII. Presentations and Proclamations:

Presentations:

A: **Barnwell Fishburne, District DOT Commissioner and Adam Bishop, Jasper County DOT Representative of the SCDOT** - Discussion and report on current road projects in progress, projects set to begin in 2023, and a timeline for phase I on the I95 widening project.

B: **Joe Mantua, General Manager of the BJWSA** – Presentation of an Irrigation Management Campaign.

Proclamation:

A: **David Tedder** – Proclamation to the family of Leroy Sneed recognizing his contributions to Jasper County.

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

X. Resolutions: None

XI: Ordinances:

A: **Lisa Wagner** – Public hearing and the consideration of the **2nd reading** of Ordinance **#0-2023-01** to amend the Official Zoning Map of Jasper County so as to transfer a property located at 11421 Gillison Branch Road, bearing Jasper County Tax Map Number 050-00-04-011, consisting of 31.504 acres, from the Rural Preservation Zone to the Resource Extraction Zone on the Jasper County Official Zoning Map. (**1st reading 01.17.2023**)

Agenda -

B: Lisa Wagner – Consideration of **1st Reading** of an Ordinance to Amend Article 8:8 of the Jasper County Zoning Ordinance, *Gateway Corridor Overlay District* (“GCOD”), to better define the location of the designated highway and amend the Official Zoning Map of Jasper County to expand the GCOD to include the property located on the southwest corner of the intersection of Alligator Alley and Off Ramp Road as depicted on the attached map.

C: David Tedder – **Public hearing** and consideration of **2nd reading** of Ordinance **#O-2023-02**, to amend the Jasper County Code of Ordinances, including Article IV, *Boards and Commissions* of Chapter 2, *Administration*, so as to amend Division 7, *Jasper County Aeronautics Commission*, including provisions regarding the appointment, qualifications, duties, and responsibilities of the Aeronautics Commission; to amend certain provisions of Chapter 29 to the Jasper County Code of Ordinances, *Aviation*, so as to make clarifications and amendments to certain standards, rules and regulations; and providing for corrections and amendments to the Template Leases approved by County Council pursuant to Ordinance 19-14 and related matters regarding the aeronautical and other activities at the Ridgeland – Claude Dean Airport, and matters related to the foregoing. (**1st reading 01.17.2023**)

D: Kimberly Burgess – Consideration of the **1st reading** of an Ordinance of the County Of Jasper, amending the Fiscal Year 2022 – 2023 Budget as originally adopted by Ordinance No. 2022-17 adopted June 27, 2022, in accordance with The Local Government Code Of The State Of South Carolina and the Ordinances And Rules Of The County Of Jasper, South Carolina; Appropriating the various amounts thereof, to provide for the Expenditure of not to exceed \$635,000 from the Fund Balance for the Purchase of a Storage Array System and Repealing all Ordinances or parts of Ordinances in conflict therewith, and providing an effective date.

XII. New Business:

A: Heather Rath – Legislative Update

B. Wanda Simmons – Consideration of the reappointment request by Mr. Danny Black of the SouthernCarolina Alliance to reappoint Mr. Grady Woods (Councilman for the Town of Ridgeland) for another 3-year term to the SouthernCarolina Alliance Board of Directors.

C. Wanda Simmons – Consideration of the reappointment of Glenice Watts to the Library Board of Trustees for a 3-year term.

D: Danny Lucas – Consideration of USGS Agreement for Installation and Maintenance of a Gaging Station at the Ridgeland – Claude Dean Airport.

E: Kimberly Burgess – Consideration of Change Order Number 8 from C. Merrill Construction Company Inc., for Marsh Cove Fire Station.

F: Kimberly Burgess – Consideration of Change Order Number 7 from Thomas and Hutton Engineering for Marsh Cove Fire Station.

XIII. Old Business: None

XIV. Council Members Comments

XV. Administrator's Report

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

XVII. Adjourn:

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

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

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

AGENDA ITEM:

VII

Approval of the Minutes



JASPER COUNTY COUNCIL
COUNCIL MEETING

Hardeeville City Hall
205 Main St, Hardeeville, SC 29927

November 7, 2022
MINUTES

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

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

Also Present:

Chairwoman Clark called the meeting to order at 4:00PM. Chairwoman Clark asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Ms. Simmons, Clerk to Council read the Clerk's Report of Compliance with the Freedom of Information Act as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The information below was read for the executive session.

Motion to go into executive session: Councilman Adkins

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Executive Session SECTION 30-4-70.

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

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – Appointment Regional Housing Trust Oversight Board; Detention Center; Tax Collector's Office; Information Technology Department

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

Election Matters; Exit 3; Cypress Ridge Spec Building Number 4; Farmers' Market Property Management Agreement; Levy Volunteer Fire Department; Opioid Litigation; Contract Waiver - Project Peach.

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body - Prospect Update; Project Silver Star; Project Refurb

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Return to Open Session

Motion to return to open session: Councilman Adkins

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Motions coming from executive session:

Motion to approve the request of Gopher Hill Holdings to have David Tedder and Harvey and Battey, PA provide real estate settlement services to both seller and purchaser on the Cypress Ridge Spec Building Number 4, involving Jasper County and Gopher Hill Holdings, consenting to and waiving any dual representation objections: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

Motion to approve the request of the law firm of Parker Poe for Jasper County to waive potential conflicts of interest arising from their providing legal advice to potential sponsor affiliates at the development project known as Project Peach, NSC as owner in the Project Peach, NSC as owner in the project: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Motion to approve the recommendations regarding staffing and the proposed retention program for the Detention Center as discussed in Executive Session: Councilman Adkins

Second: Councilman Sauls

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 Adkins

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Approval of the minutes 08.08.2022:

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Presentation of a Resolution by Senator Margie Bright-Matthews to Mr. Edward Pinckney Sr.:

Senator Margie Bright-Matthews read the resolution for Mr. Pinckney's 104th Birthday Celebration. She noted that Mr. Pinckney was 104 years young and that he was a native of Bluffton. She said that Mr. Pinckney was indeed a living legend. County Council noted that they wished to honor the 104th Birthday of Mr. Edward Pinckney Sr. for a Happy Birthday and congratulate him on a life well lived.

Presentations:

A: Sheriff Hipp and Chief Deputy Crosby – Promotion of Lt. Elvin Wright Jr.

Sheriff Hipp and Chief Deputy Crosby were present to make the presentation of the Promotion to Lt. Elvin Wright Jr. Please watch the video stream available on the County's website to view the presentation at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA.

Chairwoman Clark acknowledged Mr. Leroy Sneed who she noted was 91 years old and still works and keeps a garden.

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

The floor was opened to the public for public comments. There were no public comments.

Resolutions:

A: Andrew Fulghum - A Resolution #R-2022-27 to Ratify Amendments to Agreement Creating a Regional Council of Governments, Article II, Section 2 – Membership and Representation.

Mr. Fulghum presented and read the resolution to ratify amendments to agreement creating a Regional Council of Governments, Article II, Section 2 – Membership and Representation.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

B: Andrew Fulghum – A Resolution #R-2022-28 To Authorize Jasper County To Enter Into A Property Management Agreement With The Jasper County Chamber Of Commerce For Jasper County Farmers' Market.

Mr. Fulghum noted that this resolution adopts the property management agreement with the proposed term until June of 2025. Councilman Sauls thanked Kendall Malphrus and the Chamber of Commerce and Ms. Malphrus thanked Council for entrusting them with their property.

Motion to approve: Councilman Adkins

Second: Vice Chairman Dr. Brantley

Vote: All votes were yes, except for Councilman Sauls who abstained from voting.

The motion passed.

Ordinances:

A: Lisa Wagner – 3rd reading of Ordinance #O-2022-30 to Amend Article 7:5, Maximum Building Height, of the Jasper County Zoning Ordinance, to allow increased building heights in certain areas where there is a public water distribution system and adequate fire-fighting equipment available in such areas, which is capable of fighting a structure fire safely.

Ms. Wagner was present to review and present this request for the amendment of Article 7:5, Maximum Building Height, of the Jasper County Zoning Ordinance, to allow increased building heights in certain areas where there is a public water distribution system and adequate fire-fighting equipment available in such areas, which is capable of fighting a structure fire safely to Council.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Discussion: Councilman Kemp noted that he was against this, and that he thought this should be considered on an individual basis and not automatically.

Vote: All votes were yes, except Councilman Kemp who voted no.

The motion passed.

B: Kimberly Burgess – Public hearing and 3rd reading of Ordinance #O-2022-31 amending the FY22/23 budget to provide for the expenditure not to exceed \$800,000.00 dollars from the Fund Balance for the purpose of renovations to the Jasper County Farmers' Market.

Ms. Burgess was present to review and address this request with Council for the 3rd reading of the ordinance to amend the FY22/23 budget to provide for the expenditure not to exceed \$800,000.00 dollars from the Fund Balance for the purpose of renovations to the Jasper County Farmers' Market.

The public hearing was opened and there were no comments, so the public hearing was closed.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: All votes were yes, except Councilman Kemp who abstained.

The motion passed.

C: David Tedder – Public hearing and 2nd reading of Ordinance [#O-2022-28](#) To amend the Peninsula Tract Development Agreement as to the C-2 Property to make certain text amendments, extend the Term, and matters related thereto.

Mr. Tedder was present to review and address this item for the 2nd reading of the ordinance to amend the Peninsula Tract Development Agreement as to the C-2 Property to make certain text amendments, extend the Term, and such. He noted that the DA extended the term to 2028 and adds in development fees. Mr. Tedder mentioned that staff recommended approval and that the 2nd public hearing would be held on 11.21.2022 at 6:00pm. The public hearing tonight was opened for public comment, but there were no public comments, so the public hearing was closed.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

D: David Tedder - Public hearing and 2nd Reading of Ordinance [#O-2022-34](#) Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Freedom Industrial Partners, LLC And Freedom Industrial Partners 2, LLC (The "Sponsors") And Jasper County, Whereby Jasper County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company And Providing For Payment By The Sponsors Of Certain Fees-In-Lieu Of *Ad Valorem* Taxes; Providing For Special Source Revenue Credits In Connection With Such Agreement; Authorizing And Approving (1) Development Of A New Joint County Industrial And Business Park Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended, In Conjunction With Hampton County (The "Park") Such Park To Be Geographically Located In Jasper County; (2) The Execution And Delivery Of A Written Park Agreement With Hampton County As To The Requirement Of Payments Of Fee-In-Lieu Of *Ad Valorem* Taxes With Respect To Park Property And The Sharing Of The Revenues And Expenses Of The Park; And (3) The Distribution Of Revenues From The Park Within Jasper County; And Other Matters Relating Thereto.

Mr. Tedder was present to review and address this request for the 2nd reading of this ordinance authorizing the execution and delivery of a Fee-In-Lieu Of Tax Agreement by and between Freedom Industrial Partners, LLC And Freedom Industrial Partners 2, LLC and Jasper County. The public hearing for this item was opened but there were no public comments, so the public hearing was closed.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous.

The motion passed.

E: David Tedder – Public hearing only of Ordinance [#O-2022-29](#) authorizing the sale of TMS 063-30-03-010, approximately 11 acres, to P & S Properties LLC and to authorize the Jasper County Administrator to execute such deeds and other documents as may be necessary and appropriate to effect the sale

This item was for public hearing only. The public hearing was opened, there were no public comments so the public hearing was closed.

F: David Tedder – Public hearing only of Ordinance [#O-2022-32](#) authorizing the sale of TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.40 acres, and TMS 048-00-01-032, approximately 2 acres, to Gopher Hill Properties, LLC, or its assigns, and to authorize the Jasper County Administrator to execute such contracts, deeds and other documents as may be necessary and appropriate to effect the sale. *(no vote will be taken on this item).*

This item was for public hearing only. The public hearing was opened, there were no public comments so the public hearing was closed.

G: David Tedder – Public hearing and 2nd reading of Ordinance [#O-2022-35](#) Authorizing And Approving The Development Of A Jointly Owned And Operated Multi-County Industrial/Business Park In Conjunction With Hampton County (The “Park”), Such Industrial/Business Park To Be Geographically Located In Jasper County (The “County”) And Established Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended (The “Act”); Providing For A Written Park Agreement With Hampton County To Provide For The Expenses And The Distribution Of Fees In Lieu Of Ad Valorem Taxes For The Park; Providing For The Establishment and/or Expansion Of Certain Facilities By P & S Properties M, LLC, Acting For Itself, One Or More Affiliates, and/or Other Project Sponsors (Collectively, The “Company”) In The County (The “Project”) To Be Included In The Park; Providing For The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company And The Project; And Other Matters Relating Thereto

Mr. Tedder was present to review and address this request. He noted that this item was for 2nd reading and would authorize and approve the development of a jointly owned and operated Multi-County Industrial/Business Park in conjunction with Hampton County and would be geographically located in Jasper County. The public hearing was opened, but there were no public comments so the public hearing was closed.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous.

The motion passed.

H: David Tedder – Public hearing and 2nd reading of Ordinance #O-2022-36 Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement To Provide For Infrastructure Credits To P & S Properties M, LLC; And Other Related Matters.

Mr. Tedder was present to review and address this request. He noted that this item was for 2nd reading and would authorize the execution and delivery of an infrastructure credit agreement to provide for infrastructure credits to P & S Properties M, LLC. The public hearing on this item was opened, but there were no public comments so the public hearing was closed.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous.

The motion passed.

I: Andrew Fulghum – Consideration of the 1st reading of an Ordinance To Authorize Jasper County To Enter Into A Memorandum Of Understanding/Lease Agreement With The Polaris Tech Charter School For The Lease Of The Athletic Facilities At The Airport Field Complex.

Mr. Fulghum was present to address and review this request with Council. He discussed the previous MOU the County had entered into with Polaris Tech Charter School during COVID. This ordinance he noted would authorize Jasper County to enter into a memorandum of understanding/lease agreement with the Polaris Tech Charter School for the lease of the athletic facilities at the airport field complex.

Motion to approve: Councilman Adkins

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

New Business:

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

Mr. Fulghum was present to address this request with Council for the appointment of Ms. Michelle Gaston to serve on the Regional Housing Trust Oversight Board.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

B: Kimberly Burgess – Presentation of the Quotation and Lease terms for the Personal Protective Equipment for the Fire Department.

Ms. Burgess was present to review and address this request. Personal Protective Equipment (PPE) is integral for the safety and well-being of firefighters when responding to a call. Currently, the County has a shortage of PPE and the budget allows for the purchase of approximately ten (10) sets of gear

annually. However, the number of sets of gear is reduced each time there is a price increase. There is an alternative method of purchase which allows for the purchase of sixty (60) sets of gear through a lease purchase program offered by Community Leasing Partners which will keep the annual payment within the budgeted amount. The lease will be non-bank qualified, and there are no documentation fees or closing costs.

She noted that staff recommended that the Council accept the proposal from Rhinehart Fire Services and the proposed financing method which is a lease purchase offered by Community Leasing Partners and that the Council authorize the County Administrator to enter into a lease purchase agreement for the purchase of the equipment.

Motion to approve the Quotation, Lease and Terms: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

C: Kimberly Burgess – Presentation of Proposals for Copier Leases and / or Rental Agreement.

Jasper County has had a rental agreement with Lowcountry Office Solutions for approximately seven (7) years for Xerox Copiers. Many of the rental agreements are up for renewal and there are a few departments that have not had a copier printer scanner and now need one. Although the current copiers our own state contract several local vendors were contacted and asked to provide the county with a proposal for copiers in order to determine if there was a significant difference in pricing. Local vendors were chosen because of the proximity for service calls. Three vendors including low country office solutions submitted proposals. Only low country office solutions parentheses Xerox parentheses provided a rental agreement in which the county paid only for copies. The other proposers each had a monthly fee in addition to a price per copy. The staff recommendation is that council accept the proposal from low country office solutions for Xerox copiers using state contract pricing and allow the director of administrative services to enter into any necessary agreements for the replacement and addition of copiers for county services.

Motion to return to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

At this time Senator Margie Bright-Matthews was given the opportunity by Chairwoman to speak on any issues. Senator Bright-Matthews talked some about the Senate returning to session, different issues and bills that were in the forefront. For more information on this discussion, please watch the video stream available on the Jasper County website at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA.

Old Business: None

Council Members Comments:

Councilman Kemp reminded everyone to get out and vote tomorrow.

Vice Chairman Dr. Brantley reminded everyone that tomorrow was their last chance to vote in this election.

Councilman Sauls noted that 19% of the residents had already voted and encouraged everyone else to vote. He mentioned the Scholarship Golf Tournament and said they had raised a lot of money and that each high school would receive a \$1000 scholarship. Councilman Sauls reminded everyone of Big Thursday on 11.17.2022 at the Farmer's Market.

Administrator's Report:

Mr. Fulghum noted that his report was in the agenda e-packet, and he was available for any questions. He also noted that he did want to address one item. Item #3 of his report that The Joint Planning Proposition with the Town of Ridgeland. The Town of Ridgeland has requested Council's consideration to work together in joint planning effort to plan the unincorporated portion of Jasper County from US170 west to the Town Limits. Mr. Fulghum noted that he was requesting permission to work with the Town Administrator of Ridgeland, the Town of Ridgeland Staff to develop a proposed plan.

Motion to approve as requested: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

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: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

The meeting adjourned at 7:00pm.

Respectfully submitted:

Wanda H. Simmons
Clerk to Council

L. Martin Sauls IV
Chairman



JASPER COUNTY COUNCIL COUNCIL MEETING

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

November 21, 2022
AGENDA

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

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

Also Present:

Chairwoman Clark called the meeting to order at 5:00PM. Chairwoman Clark asked the Clerk to Council to read the Report of Compliance to the Freedom of Information Act. Ms. Simmons, Clerk to Council read the Clerk's Report of Compliance with the Freedom of Information Act as follows: *In compliance with the Freedom of Information Act, notice of meetings and agendas were posted and furnished to all news media and persons requesting notification.*

The information below was read for the executive session.

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

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

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*****

Executive Session SECTION 30-4-70.

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

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body - Auditor, Treasurer

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to

pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – Election Matters; Exit 3; Cypress Ridge Spec Building Number 4; Levy Volunteer Fire Department; Waste Management of Georgia, Inc; Jasper County v. Western Surety Company and Denise Smith

(5) Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of industries or other businesses in the area served by a public body – Prospect Update; Project Refurb; Project Sargent

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

Return to Open Session:

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Motions from Executive Session: None

The Pledge of Allegiance was led by Vice Chairman Dr. Brantley and the invocation was given by Councilman Kemp.

Approval of Agenda:

Motion to approve: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

Approval of the minutes 08.15.2022:

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Presentations: None

Open Floor to the Public per Ordinance 08-17– Any citizen of the County may sign to speak in person at the Council Meeting (before the Council Meeting’s 6PM start time on the Sign In Sheet on the Podium), to address Council on matters pertaining to County Services and Operations.

Presentations will be limited to three (3) minutes per person and total public input will be limited to 30 minutes.

The floor was opened for public comment.

Grant McClure of the Coastal Conservation League expressed his support for the study of a Regional Plan with the Town of Ridgeland and Jasper County.

Smittie Cooler discussed the overdevelopment in their area and said it was creating strife and overuse of the infrastructure. He also discussed a meeting with Jasper County and the Town of Ridgeland regarding Tipton Hall.

Connie Horton said she was concerned with the overdevelopment that the County is experiencing. She said she had come before Council regarding Chelsea South and now the Town of Ridgeland is proposing to annex 1520 acres into the Town limits including 4800 housing units. She noted that she hopes the County can form a collaboration with the town for a regional plan.

Milton Woods he discussed the docks on the pristine waterway and the serious challenge this imposed as well as his ideals on growth and the comprehensive plan.

Resolutions:

A: David Tedder – Resolution #R-2022-29 Committing To Negotiate A Fee-In-Lieu of *Ad Valorem* Taxes And Incentive Agreement Between Jasper County And Gopher Hill Holdings, LLC or its Assigns; Identifying The Project; and Other Matters Related Thereto.

Mr. Tedder was present to review and address this resolution committing to negotiate a Fee-In-Lieu of *Ad Valorem* Taxes and Incentive Agreement between Jasper County and Gopher Hill Holdings, LLC or its Assigns. Mr. Tedder noted that staff recommended adoption of the resolution.

Motion to approve: Councilman Sauls

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

Ordinances:

A: David Tedder – Public Hearing and 3rd reading of Ordinance #O-2022-28 to amend the Peninsula Tract Development Agreement as to the C-2 Property to make certain text amendments, extend the Term, and matters related thereto.

Mr. Tedder was present to review and address this ordinance noting it was the 3rd reading of the ordinance to amend the Peninsula Tract Development Agreement as to the C-2 Property to make certain text amendments and extend the term. Mr. Tedder noted that there had also been a public hearing at the 11.07.2022 meeting on this item.

The public hearing was opened, but there was no public input so the public hearing was closed.

Motion to approve: Councilman Sauls
Second: Vice Chairman Dr. Brantley
Vote: Unanimous
The motion passed.

B: David Tedder – 3rd reading of Ordinance [#O-2022-34](#) Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Freedom Industrial Partners, LLC And Freedom Industrial Partners 2, LLC (The "Sponsors") And Jasper County, Whereby Jasper County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company And Providing For Payment By The Sponsors Of Certain Fees-In-Lieu Of *Ad Valorem* Taxes; Providing For Special Source Revenue Credits In Connection With Such Agreement; Authorizing And Approving (1) Development Of A New Joint County Industrial And Business Park Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended, In Conjunction With Hampton County (The "Park") Such Park To Be Geographically Located In Jasper County; (2) The Execution And Delivery Of A Written Park Agreement With Hampton County As To The Requirement Of Payments Of Fee-In-Lieu Of *Ad Valorem* Taxes With Respect To Park Property And The Sharing Of The Revenues And Expenses Of The Park; And (3) The Distribution Of Revenues From The Park Within Jasper County; And Other Matters Relating Thereto.

Mr. Tedder was present to review and address this ordinance noting it was the 3rd reading of the ordinance authorizing the execution, delivery and entering into a Fee-In-Lieu of Tax Agreement by and between Freedom Industrial Partners, LLC and Freedom Industrial Partners 2, LLC and Jasper County. Mr. Tedder noted that a public hearing had also been held at the 11.07.2022 meeting.

Motion to approve: Councilman Sauls
Second: Vice Chairman Dr. Brantley
Vote: Unanimous
The motion passed.

C: David Tedder – 3rd reading of Ordinance [#O-2022-29](#) authorizing the sale of TMS 063-30-03-010, approximately 11 acres, to P & S Properties LLC and to authorize the Jasper County Administrator to execute such deeds and other documents as may be necessary and appropriate to effect the sale.

Mr. Tedder was present to review and address this ordinance noting it was the 3rd reading of the ordinance to authorize the sale of TMS 063-30-03-010, approximately 11 acres, to P & S Properties LLC and to authorize the Jasper County Administrator to execute such deeds and other documents as may be necessary and appropriate to effect the sale.

Motion to approve: Councilman Sauls
Second: Vice Chairman Dr. Brantley
Vote: Unanimous
The motion passed.

D: David Tedder – 3rd reading of Ordinance [#O-2022-35](#) Authorizing And Approving The Development Of A Jointly Owned And Operated Multi-County Industrial/Business Park In Conjunction With Hampton County (The "Park"), Such Industrial/Business Park To Be

Geographically Located In Jasper County (The "County") And Established Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended (The "Act"); Providing For A Written Park Agreement With Hampton County To Provide For The Expenses And The Distribution Of Fees In Lieu Of Ad Valorem Taxes For The Park; Providing For The Establishment and/or Expansion Of Certain Facilities By P & S Properties M, LLC, Acting For Itself, One Or More Affiliates, and/or Other Project Sponsors (Collectively, The "Company") In The County (The "Project") To Be Included In The Park; Providing For The Benefits Of A Multi-County Industrial Or Business Park To Be Made Available To The Company And The Project; And Other Matters Relating Thereto.

Mr. Tedder was present to review and address this ordinance noting it was the 3rd reading of the ordinance authorizing and approving the development of a jointly owned and operated Multi-County Industrial/Business Park in conjunction with Hampton County with the park to be located in Jasper County.

Motion to approve: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

E: David Tedder – 3rd reading of Ordinance #0-2022-36 Authorizing The Execution And Delivery Of An Infrastructure Credit Agreement To Provide For Infrastructure Credits To P & S Properties M, LLC; And Other Related Matters.

Mr. Tedder was present to review and address this ordinance noting it was the 3rd reading of the ordinance authorizing the execution and delivery of an infrastructure credit agreement to provide for the infrastructure credits to P & S Properties M, LLC.

Motion to approve: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

F: Andrew Fulghum – 2nd reading of Ordinance #0-2022-37 To Authorize Jasper County To Enter Into A Memorandum Of Understanding/Lease Agreement With The Polaris Tech Charter School For The Lease Of The Athletic Facilities At The Airport Field Complex.

Mr. Fulghum was present to discuss and present this ordinance item to the Council for the 2nd reading. He noted that this was to enter into an MOU / Lease Agreement with Polaris Tech Charter School for the lease of the athletic facilities at the airport field complex. He noted that the first reading was held on 11.07.2022 and that a public hearing was set up for 12.05.2022 along with the 3rd reading of the ordinance. He noted that before the third reading a couple of changes would occur such as the soccer season would be identified specifically with the months of August to May for 10 months and that the term date would be set as 05.01.2024.

Motion to approve with necessary corrections: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

G: David Tedder – 2nd reading of Ordinance #0-2022-32 authorizing the sale of TMS 048-00-01-029, approximately 10.62 acres, a portion of TMS 048-00-01-012, approximately 12.40 acres, and TMS 048-00-01-032, approximately 2 acres, to Gopher Hill Holdings, LLC, or its assigns, and to authorize the Jasper County Administrator to execute such contracts, deeds and other documents as may be necessary and appropriate to effect the sale.

Mr. Tedder was present to address and discuss this ordinance request with Council. He noted that was the second reading of this ordinance and that the ordinance would authorize the sale of several pieces of property.

Motion to approve: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

H: David Tedder – Consideration of 1st reading of and Ordinance Authorizing The Execution And Delivery Of A Fee-In-Lieu Of Tax Agreement By And Between Gopher Hill Holdings, LLC Or Its Assigns (The "Sponsor") And Jasper County, Whereby Jasper County Will Enter Into A Fee-In-Lieu Of Tax Agreement With The Company And Providing For Payment By The Sponsors Of Certain Fees-In-Lieu Of *Ad Valorem* Taxes; Providing For Special Source Revenue Credits In Connection With Such Agreement; Authorizing And Approving (1) Development Of A New Joint County Industrial And Business Park Pursuant To Section 4-1-170 Of The Code Of Laws Of South Carolina 1976, As Amended, In Conjunction With Hampton County (The "Park") Such Park To Be Geographically Located In Jasper County; (2) The Execution And Delivery Of A Written Park Agreement With Hampton County As To The Requirement Of Payments Of Fee-In-Lieu Of *Ad Valorem* Taxes With Respect To Park Property And The Sharing Of The Revenues And Expenses Of The Park; And (3) The Distribution Of Revenues From The Park Within Jasper County; And To Authorize The Jasper County Council Chairman Or County Administrator, As Appropriate, To Execute Such Agreements And Other Documents As May Be Necessary And Appropriate To Effect The Fee-In-Lieu Of Tax Transaction And To Provide For Other Matters Relating Thereto.

Mr. Tedder was present to review and address this ordinance noting it was the 1st reading of the ordinance authorizing the execution, delivery and entering into a Fee-In-Lieu of Tax Agreement by and between Gopher Hill Holdings, LLC or its assigns and Jasper County. He noted that the public hearing was set for 12.05.2022.

Motion to approve: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

New Business:

A: Andrew Fulghum – Approval of the two new positions of the GIS Technician and a Deputy Tax Collector and their job descriptions.

Mr. Fulghum was present to review and discuss this request for the approval of two new positions for a GIS Technician and a Deputy Tax Collector and the job descriptions were provided in the packet. He discussed this item's grade in the pay matrix.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

B: Kimberly Burgess – Presentation of the Task Order for the Farmers' Market Renovation Project.

Ms. Burgess was present to review and discuss this request for the task order for M.B. Kahn for the Farmers' Market Renovation Project.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Old Business:

A: Danny Lucas – Airport Update

Mr. Lucas provided an in-depth update of the airport. He discussed the May workshop with the staff and pilots. He also discussed that the Ridgeland Claude Dean Airport was a federally operated airport. He noted that they were endeavoring to be not only a leisure airport but also a business class airport as that would be a benefit to all. He discussed the need to establish a model ordinance to serve Jasper County. He also discussed the fuel farm, and mentioned the new apron. He noted that more staff were needed at the airport. He also reported on the total fuel sales from 10.05.2022 thru 11.20.2022. He discussed the Automated Weather Observation System, Fuel Farm and Apron potential and possible completion times. Discussions regarding the two positions in the budget of an Administrative Assistant and a Line Services Technician. Discussions relating to the cutting of the grass at the airport and Gliders on the grass runway were also topics during the update. For further information related to this update please refer to the Jasper County video stream at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJIA.

Council Members Comments:

Councilman Kemp stated he had gone to the Veteran's Day Parade in Hampton. He said he had spoken with Alton Jenkins and talked about Veteran Suicide. He noted that next year the parade would be held in Jasper County. He mentioned the SCORE Minority Grant Program and thanked the Poll Workers who had worked at the Polls for the Election.

Vice Chairman Dr. Brantley stated that he had not been successful in re-election, however he knew that things would go well for the County Council.

Councilman Sauls discussed our Veteran Community. He congratulated Mr. Brown and Mr. Kennedy and thanked the Poll Workers. He gave condolences to Vice Chairman Dr. Brantley on his election loss and thanked everyone who had voted for him.

Chairwoman Clark thanked everyone for all they had done for her and wished everyone a Happy Thanksgiving.

Administrator's Report:

Mr. Fulghum noted that his report was in the agenda packet for information purposes. He noted that he did have one item to mention. He said that Ms. Burgess had notified the Department of Revenue that the Transportation Sales Tax had reached its point. He noted it was scheduled to go forward for 10 years or until the dollar point as met. He said that it had gone a little over the \$30 million dollar mark, so that 1% tax would be falling away from the Sales Tax. He noted that the School Tax Referendum did not pass so that would also be coming off. He said that soon this would drop the sales tax from a 9% sales tax to a 7% sales tax amount.

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: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting at https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCjIA

The meeting adjourned at 7:07pm.

Respectfully submitted:

Wanda H. Simmons
Clerk to Council

L. Martin Sauls IV
Chairman

AGENDA ITEM:

VIII

Presentations and Proclamations

AGENDA ITEM:

VIII

Presentation Item A

AGENDA ITEM:

VIII

Presentation Item A

****NO INFORMATION FOR THE PACKET
WAS PROVIDED****

AGENDA ITEM:

VIII

Presentation Item B

State of the Authority
Update to
Jasper County



Beaufort-Jasper Water & Sewer Authority

Plan for our discussion:

- I. Status of the Authority
- II. Our ongoing challenge: morning water demand peaks
- III. Our long term plan to meet demand
- IV. The short term supply gap solution & how you can help
- V. Questions



Beaufort-Jasper Water & Sewer Authority

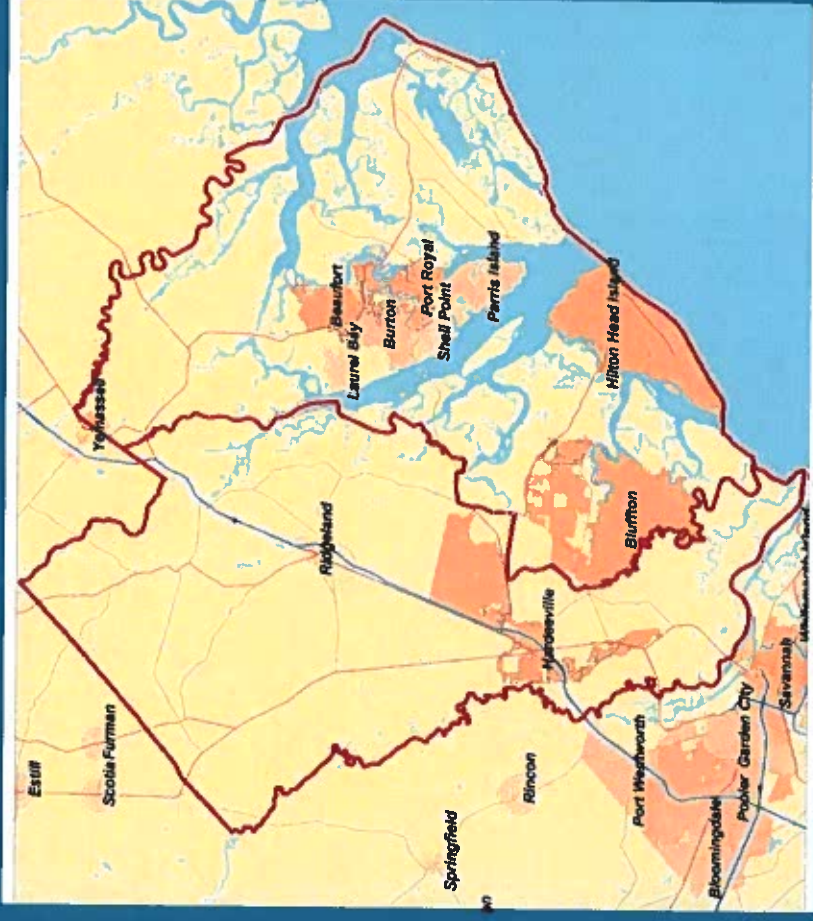
Provide quality water and wastewater services to our current and future customers in the Lowcountry

750-square miles across two-counties

- 4 Laboratories
- 213 employees

Serving 171,000 South Carolinians through 65,000 connections and seven wholesale customers

8 wastewater systems serving more than 46,000 connections



Beaufort-Jasper Water & Sewer Authority

Water system summary:

Primary Water source:

- Savannah River

Total treatment capacity of 39 million gallons per day

- Chelsea Water Treatment Plant, 24 mgd
- Purrysburg Water Treatment Plant, 15 mgd

Distribution:

- 1,536 miles of water main, 10 booster pump stations, 8,701 fire hydrants, 25,798 valves



Beaufort-Jasper Water & Sewer Authority

Wastewater Treatment Summary:

Total average treatment of more than 10.5 million gallons per day through eight treatment plants

Collection System:

- 43,096 residential and 3,425 commercial customers
- More than 1,000 miles of collection main & 515 lift stations

Treatment:

- Solar arrays generate more than 1,200 Mwh of energy annually to reduce our carbon footprint.
- Biological treatment, UV light and chemical disinfection to bring reclaimed water to near drinking water standards to protect public health and environmental sustainability.



Beaufort-Jasper Water & Sewer Authority

BJWSA Fiscal Sustainability:

- Meeting all state and federal requirements for health and safety.
- Balancing rates with needs for reliability, safety and environmental responsibility.
- Investing to meet customer demands.
- Adjusting to higher costs associated with staffing, healthcare, chemicals, energy, and materials as well as supply chain issues.



Beaufort-Jasper Water & Sewer Authority

Preparing for the Future:

Master Planning Process:

- Master Plan Study updates are prepared every 5 years
- Most recent completed in 2022 and goes through 2045
- Examines data such as historical usage, total system capacity, population projections, CIP and Development projects, and per capita consumption

Capital Improvement Program:

- FY2023 CIP plan includes \$66 million for new and existing projects
- 3 –Year CIP Plan for FY2023-2025 totals \$169 million

Key Projects:

- Purrysburg Water Treatment expansion from 15MGD to 30MGD for \$52M
- Bluffton Elevated Storage Tank of 1.5 MG for \$8.7M
- Cherry Point Water Reclamation Facility expansion from 7.5MGD to 11.25MDG for \$53M



Our Ongoing Challenge: Morning Water Demand Peaks

With more than 3,000 new connections per year and consumer expectations to keep lawns lush, **demand is growing faster than we can expand our production capacity.**

Irrigation is the largest driver of demand.

-More than 50% of morning water usage during the summer months



Our Ongoing Challenge: Morning Water Demand Peaks

Increasing demand is creating vulnerability to our system

Reached a new peak May 16, 2022

- With morning demand exceeding supply, pressure began to drop.
 - Flow Direction / velocity changed in system
 - Scores of water discoloration complaints

Continued morning demand peaks threaten further problems:

- Pressure Drops
- Widespread Discoloration
- Boil Water Advisories
- Service interruptions for home, commercial and firefighting uses.



Our Ongoing Challenge: Morning Water Demand Peaks

**BJWSA's Long-Term Solution:
Increase Water Treatment Capacity**



**We are doubling the capacity
at our Purrysburg water
treatment plant**

- The first of two 15mgd
expansions planned

Construction won't be complete until 2025



BJWSA's Supply Gap Solution: Irrigation Management Plan

BJWSA, is asking residents, businesses and landscapers to help flatten peak morning demand by adjusting irrigation schedules.

- 1. Adjust irrigation controls to water no more than three days per week.**
 - Tuesday, Thursday and Saturday for odd-numbered addresses
 - Wednesday, Friday and Sunday for even-numbered addresses
- 2. Avoid irrigating on Mondays and between the hours of 3 and 9 AM** when system demand is the most extreme.
- 3. Apply Irrigation Management stickers** to control panels and mark the appropriate box that corresponds with the address.

*We don't need customers to water less, just not all at the same time.



BJWSA's Supply Gap Solution: Irrigation Management Plan

How you can help:

1. **Be aware of our challenge** and consider the challenges accelerating growth poses to our water treatment capacity.
2. **Help spread the word about** our Irrigation Management Plan to residents and businesses.
3. **Share opportunities for us to educate the community** about the plan.

If we are unable to convince people to adjust their early morning water irrigation, we may need to ask governments to take official action such as passing restrictions and enforcement.



BJWSA's Supply Gap Solution: Irrigation Management Plan

Three simple steps will help provide the needed time to complete the expansion of our water plant without causing pressure & service problems.

- 1) **Adjust irrigation controls to water no more than three days per week.** (rotating odd / even schedule)
- 2) **Avoid irrigating on Mondays and between the hours of 3:00 and 9:00 AM** when system demand is the most extreme.
- 3) **Apply Irrigation Management stickers** to control panels and mark the appropriate box that corresponds with the address.



THANK YOU

Questions?



AGENDA ITEM:

VIII

Proclamation A



PROCLAMATION

Whereas, the Jasper County Council would like to recognize the many accomplishments and contributions of Mr. Leroy Sneed in light of his untimely and sudden passing; and

Whereas, Mr. Leroy Sneed was devoted to serving his county and community as a prominent leader in Jasper County; and

Whereas, the Jasper County Council would like to recognize Mr. Leroy Sneed as a native of South Carolina, and for his service on the Jasper County Council for twelve years from 1995 until 2003, as both Councilman and as Chairman; and

Whereas, Mr. Leroy Sneed also served as Chairman of the Citizens Organization for Public Services; and

Whereas, in recognition of Mr. Leroy Sneed's service, at the request of the General Assembly, the Department of Transportation named Mitchellville Road in Jasper County "Councilman Leroy Sneed Road" and erected appropriate markers or signs along this portion of the road containing this designation.

NOW THEREFORE, BE IT RESOLVED AND PROCLAIMED,
That Jasper County Council in recognition of these contributions to Jasper County, be it known that this proclamation has been adopted by the Jasper County Council duly assembled this 6th day of *February, 2023*.

L. Martin Sauls IV, Chairman

Attest: _____

Wanda Simmons, Clerk to Council

(Seal)

AGENDA ITEM:

IX

PUBLIC COMMENTS

** Open the floor to the public for
public comments **

AGENDA ITEM:

XI-A

Ordinance item A

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: O-2023-01

AN ORDINANCE

To amend the Official Zoning Map of Jasper County so as to transfer a property located at 11421 Gillison Branch Road, bearing Jasper County Tax Map Number 050-00-04-011, consisting of 31.504 acres, from the Rural Preservation Zone to the Resource Extraction Zone on the Jasper County Official Zoning Map.

WHEREAS, the owner of the parcels bearing Jasper County Tax Map Number 050-00-04-011 consisting of approximately 31.504 acres, located at 11421 Gillison Branch Road, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Rural Preservation Zone to the Resource Extraction Zone and the property owner submitted that request to the Jasper County Planning Commission and County Council; and

WHEREAS, the Jasper County Planning Commission does not concur 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 and the recommendation of the Planning Commission, the proposed zoning is consistent with the continued pattern of growth in the vicinity and is in harmony with the Jasper County Comprehensive Plan. Good cause having

been shown, approximately 31.504 acres bearing Jasper County Tax Map Number 050-00-04-011, located at 11421 Gillison Branch Road, depicted on the Jasper County Official Zoning Map in the Rural Preservation Zone shall be transferred to the Resource Extraction Zone.

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

L. Martin Sauls IV
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # O-2023-01

First Reading: January 17, 2023

Second Reading: February 6, 2023

Public Hearing: February 6, 2023

Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on

December 13, 2022 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



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:	February 6, 2023
Project:	Zoning Map Amendment – Resource Extraction
Applicant:	Robert Patterson Farmer
Tax Map Number:	A 31.504 acre portion of 050-00-04-011
Submitted For:	Public Hearing and 2 nd Reading
Recommendation:	Planning Commission recommends approval

Description: The subject property consists of 31.504 acres and is located at 11421 Gillison Branch Road. The Applicant has requested a Zoning Map Amendment to have the property designated as Resource Extraction. The property is currently zoned Rural Preservation. The property is utilized as the applicant’s primary residence. The applicant intends to apply for a SCDHEC mining permit in order to create a 5-acre recreational pond and remove the dirt from the site. In accordance with the Jasper County Zoning Ordinance, any mining or excavation activity is only allowed within the Resource Extraction Zone.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation,” which are areas that seeks to protect and promote the character of Jasper County that largely exists today outside of the municipalities. Non-residential development may be appropriate if it is buffered correctly.
- **Adjacent Zoning:** The properties immediately adjacent to the site are zoned Rural Preservation and Residential. Within ½ mile radius there are 12-14 properties that are zoned Rural Preservation and approximately 40-43 properties that are zoned Residential.

Setback Requirements for Mining and Mine Operation							
Required Setbacks where permitted	Adjacent Zoning						
	RE	RC	RP	R	CC	GC	ID
From Property Line	50'	1,000'	300'	1,000'	1,000'	300'	100'
From Existing Residential Structures*	N/A	N/A	1,000'	N/A	N/A	1,000'	N/A

*Residential structures existing when submittal deemed complete.

All excavation activities will be adequately buffered from nearby properties, because the subject property is surrounded on all sides by a larger parcel of land, which is zoned Rural Preservation, and owned by the applicant on all sides except for the property adjacent to the western boundary line.

Recommendation: The Planning Commission reviewed this application at their December 13, 2022 Planning Commission Meeting and recommends re-zoning the property to the Resource Extraction Zoning District.

Attachments:

1. Ordinance
2. Application by the applicant
3. Request/Narrative
4. Plat of Subdivision Survey
5. Site Plan
6. Aerial map of property and surrounding area
7. Aerial map with zoning layer



Jasper County Planning and Building Services

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

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	ROBERT PATTERSON FARMER & ALLISON LANE FARMER
Address:	11421 GILLISON BRANCH ROAD RIDGELAND, SC 29936
Telephone/Fax:	(843) 457-5819
Email:	RPFARME@GMAIL.COM
Property Address or Physical Location:	11421 GILLISON BRANCH ROAD RIDGELAND, SC 29936
Tax Map Number(s):	PARCEL A - PORTION OF 050-00-04-011 PLAT BOOK 38 PAGE 477 RECORDED ON 11-04-22
Gross Acreage:	31.504 ACRES
Current Zoning:	RURAL PRESERVATION
Proposed Zoning:	RESOURCE EXTRACTION
Administrative Fee: ((\$250 per lot) except for PDD applications)	
Date Mailed or Hand Delivered:	NOVEMBER 22, 2022
Reason for Request: (attach narrative if necessary)	SEE ATTACHED NARRATIVE.

[Handwritten Signature]

11-22-22

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

Date

Internal Use Only

Date Received:	
Amount Received:	
Staff Member:	

November 22, 2022

Jasper County Planning Commission
358 Third Avenue
Ridgeland, SC 29936

Zoning Map Amendment – Resource Extraction Request
11421 Gillison Branch Road
Parcel A – Portion of 050-00-04-011

The purpose of this letter is to express our intent to excavate a 5-acre borrow pit that will be repurposed as a recreational pond once complete. My wife and I reside at the subject property, 11421 Gillison Branch Road, and are requesting a Zoning Map Amendment to Parcel A – Portion of 050-00-04-011, which totals 31.504-acres, from Rural Preservation (RP) to Resource Extraction (RE). The property is located between Gillison Branch Road (SC 462) and Langfordville Road, approximately 1.3 miles west of the intersection of Gillison Branch Road (SC 462) and Grays Hwy (US 278).

The subject property is located in an area which is low-density residential and rural in nature. Majority of the parcels located in the vicinity are over 20-acres with the exception of several smaller parcels that are approximately 10-acres. The properties immediately adjacent to the subject property are zoned Rural Preservation. Most all properties within the immediate vicinity (1/2 mile radius) are undeveloped and appear to be utilized for silviculture.

We plan to excavate a 5-acre sand/dirt borrow pit that will be reclaimed as a recreational pond upon completion of the excavation operations. The residual property will continue to be managed for wildlife and agricultural use. The objective of the resource extraction is to enhance and beautify the property.

We plan to work with a local site contractor to manage and control all operations pertaining to this resource extraction project. The removal of the resources will only be used for projects contracted by the selected operator. This will help to minimize truck traffic to and from the excavation site. Truck traffic is expected to be between 5 to 10 trucks per day, and the proposed duration of the project is 2-5 years. The site will be accessed via a private access road leading from Gillison Branch Road (SC 462), which is maintained by SCDOT. Truck traffic is not expected to cause abnormal vehicular congestion along Gillison Branch Road and is expected to be similar to other past and current timber and resource extraction operations in the area.

An encroachment permit will be filed with SCDOT in regards to the entrance off of Gillison Branch Road. "Trucks Entering Highway" signs will be posted notifying traffic in either direction of the encroachment and access point. A stop sign will be installed at the encroachment for all exiting traffic. Gillison Branch Road will be swept as needed to keep dust and dirt off of the road, and a water truck will be utilized onsite for dust control. Should any impairment of the roadway occur as a result of the applicant's encroachment, SCDOT's will require our operator to maintain and repair the road as needed.

The sand material will be excavated with a hydraulic excavator and loaded directly into dump trucks for delivery or stockpiled adjacent to the pit to allow it to dry. There is no further processing of the material. Hours of operation will be 7:00 AM to 6:00 PM Monday – Friday and 9:00 AM to 5:00 PM occasionally on Saturdays when needed.

A wetland delineation was completed by Sabine & Waters, Inc. on September 20, 2022 in preparation for the proposed resource extraction. A copy of their delineation letter is included in the submittal package for reference. There will be no impacts to any of either of these onsite wetlands and a significant buffer of 133' and 179' will be maintained between the existing wetlands and the excavation operations.

The project will be in compliance with all State and Local regulations throughout the life of the project. The excavation site will have the required 300' buffer on all sides in compliance with the County's Zoning Ordinance. There will be no adverse impact on adjacent property owners. The site will be posted with NO TRESPASSING signs, and the entrance will be gated. Any conditions created during the excavation process such as but not limited to dust, noise, and traffic will be properly maintained and kept to a minimum to decrease the impact on the adjacent property owners. Before any excavation activities can take place, SCDHEC and Jasper County Excavation Permits will be required and obtained.

Should you need anything additional, please let us know.

A handwritten signature in blue ink, appearing to read 'R. Patterson Farmer', with a long horizontal flourish extending to the right.

R. Patterson Farmer, PE
(843) 457-5819
rpfarme@gmail.com



SABINE & WATERS

ENVIRONMENTAL LAND MANAGEMENT CONSULTANTS

September 20, 2022

Mr. Patterson Farmer
11421 Gillison Branch Road
Ridgeland, SC 29936

SUBJECT: Results of a wetland assessment conducted on approximately 68 acres of property, identified by Parcel ID# 050-00-04-011 and located adjacent to Gillison Branch Road, in Jasper County, South Carolina.

Dear Mr. Farmer,

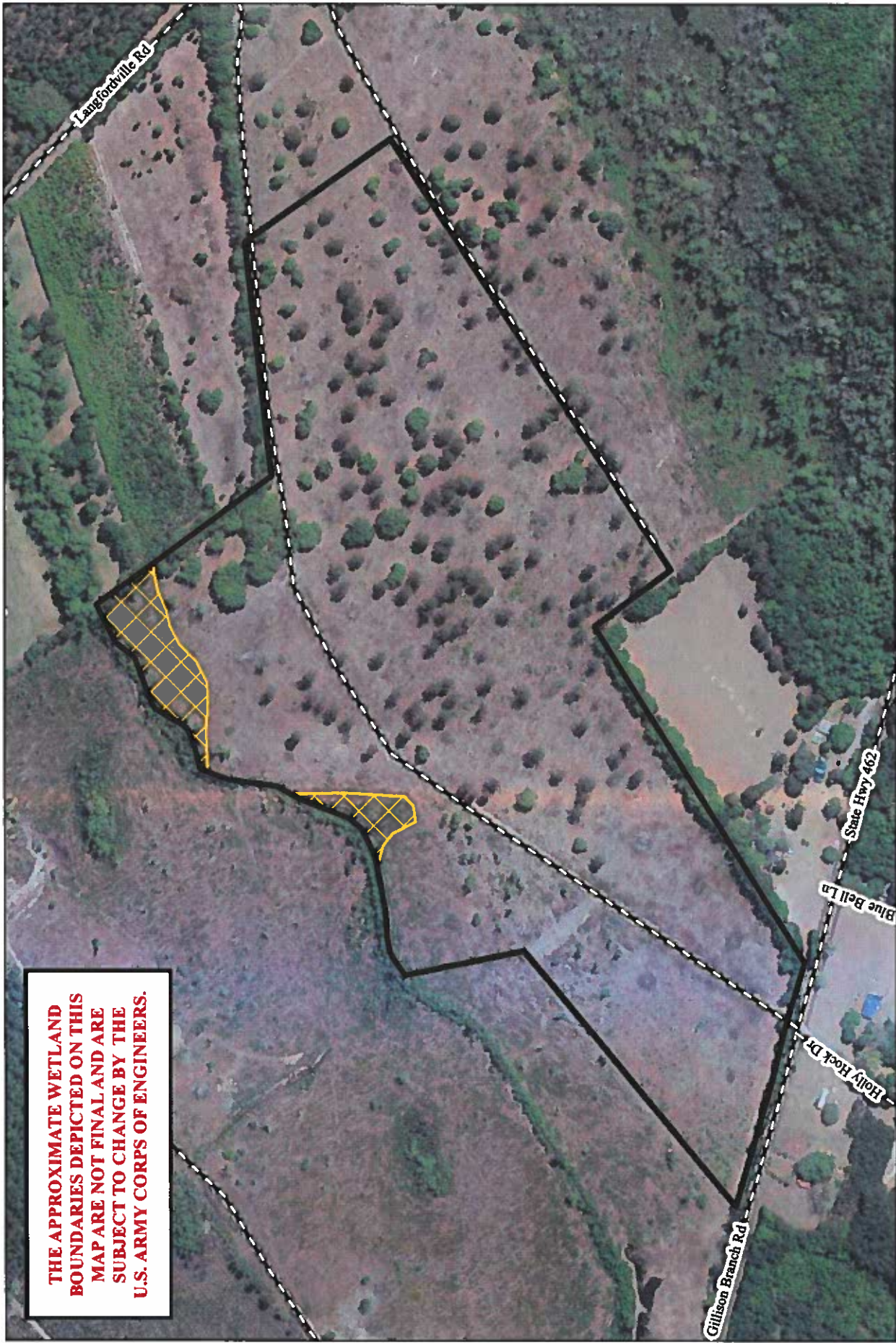
The enclosed map depicts the results of a wetland assessment performed on the above referenced property on September 2, 2022. Freshwater wetlands were defined using the November 2010 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0). This technique uses a multi-parameter approach, which under normal circumstances requires positive evidence of three criteria:

- o Hydrophytic vegetation
- o Hydric soils
- o Wetland hydrology

As a result of a 2015-2016 timber harvest, the majority of the site is dominated by early to mid-successional vegetation complexes. The wetland areas identified during the site investigation were dominated by facultative wetland and obligate wetland vegetation such as sweetbay magnolia (*Magnolia virginiana*) and netted chain fern (*Woodwardia aereolata*), while the adjacent uplands consisted of upland species such as longleaf pine (*Pinus palustris*) and bracken fern (*Pteridium aquillinum*). As indicated by NRCS soil maps, Blanton fine sand and Pickney loamy fine sand are the primary soils series found onsite. Soil profiles examined during the field investigation exhibited considerable redoxomorphic depletions and concentrations within the wetland areas, and no hydric soil indicators within adjacent uplands. Despite minimal precipitation recorded within the previous week, hydrology indicators such as saturation, water stained leaves, and high water table were all observed within the areas denoted as wetland. The lack of wetland hydrology indicators observed within adjacent upland areas further supports the "somewhat excessively well drained" drainage class of the Blanton soil series. Therefore, based on field investigations and resource material review, it is our opinion that the enclosed map is an accurate representation of the boundaries and locations of the approximately 2.5 acres of freshwater wetland found within the subject property. If you have any questions or would like to discuss further, please do not hesitate to contact me anytime.

Thank You

William E. Wilson Jr., PWS #3223
Enclosure



THE APPROXIMATE WETLAND BOUNDARIES DEPICTED ON THIS MAP ARE NOT FINAL AND ARE SUBJECT TO CHANGE BY THE U.S. ARMY CORPS OF ENGINEERS.

LEGEND

- PROPERTY BOUNDARY: +/- 68 AC
- APPROXIMATE WETLANDS: +/- 2.5 AC
- ROADS

Long: -81.017917 W
Lat: 32.612012 N

**APPROXIMATE WETLANDS
FARMER - GILLISON BRANCH
JASPER COUNTY, SC**

0 400 800
Feet

EXTERNAL SOURCES: MAP 2021, TRUE COLOR AERIAL, U.S. CONUS ROADS, JASPER COUNTY GIS PARCEL.

Created by: Stephen Bennett
Sullivan & Wilcox, Inc.
Environmental Land Management Consultants
Date Created: 9/14/2022
Project Name: Wetland Delineation for Gillison Branch
Map Scale: 1" = 400 feet
Map Date: 9/14/2022 (date)
Map Author: Stephen Bennett

Disclaimer: This map is a graphic representation of data obtained from various sources. Sullivan & Wilcox, Inc. disclaims all responsibility and liability for the use of this map.

REVISED: 9/14/2022

AGENDA ITEM:

XI-B

Ordinance item B

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #0-2023-___

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To Amend Article 8:8 of the Jasper County Zoning Ordinance, *Gateway Corridor Overlay District* (“GCOD”), to better define the location of the designated highway and amend the Official Zoning Map of Jasper County to expand the GCOD to include the property located on the southwest corner of the intersection of Alligator Alley and Off Ramp Road as depicted on the attached map.

WHEREAS, Jasper County created a Gateway Corridor Overlay District (“GCOD”) in May 2017, which was applied to Highway 17 from the intersection of Strain Place to the intersection of Alligator Alley; and

WHEREAS, the Gateway Corridor Overlay District was created to provide design standards that will enhance the entrance into Jasper County and discourage incompatible land uses that will detract from the image of this gateway, while allowing additional land uses; and

WHEREAS, the Jasper County Planning Commission received an application to amend the zoning designation of a property located at the southwest corner of Alligator Alley and Off Ramp Road, adjacent to the Gateway Corridor Overlay District; and

WHEREAS, after reviewing Jasper County’s Comprehensive Plan, and Official Zoning Map, the Planning Commission concurred with staff that expanding the Gateway Corridor Overlay District will be a better alternative than changing the zoning designation of the aforementioned property; and

WHEREAS, the Jasper County Planning Commission has recommended approval by County Council to amend Article 8:8, Gateway Corridor Overlay District, Section 8:8.2

to better define the physical area in which the Gateway Corridor Overlay District is applied and adopt the Gateway Corridor Overlay District Map; and

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

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

1. Section 8:8.2, *Application*, of Article 8:8, *Gateway Corridor Overlay District*, of the Jasper County Zoning Ordinance, is hereby amended to read as follows:

The GCOD shall apply to all land within five hundred feet (500') of the right-of-way of Highway 17, beginning at the intersection of Strain Place and ending at Alligator Alley as depicted on the GCOD Map ~~the designated highway~~. The regulations of this overlay shall apply to all new non-residential development and any existing development which meets the following criteria:

- *Any change of use of a non-residential property, and/or*
- *Any building expansion that increases the floor area of a non-residential use by 20 percent or more or any parking addition of ten (10) or more spaces.*

[Commentary: The overlay applies if a vacant property converts to any non-residential use; a change in non-residential use such as a restaurant to a hardware store. However, changes of similar uses (e.g., retail to retail) would not apply unless parking or floor area is increased by the thresholds listed.]

Unless a deviation from such restrictions are provided elsewhere in this Section 8:8, property within the GCOD shall be required to adhere to all provisions of the Jasper County Zoning Ordinance and Land Development Regulations otherwise applicable within the underlying zoning district.

2. Article 8:8 Gateway Corridor Overlay District is amended to include the Gateway Corridor Overlay District Map (“GCOD Map”).

3. The Official Zoning Map of Jasper County, as amended, is further amended to depict the Gateway Corridor Overlay District as shown on the Gateway Corridor Overlay District Map attached hereto.
4. Provisions of ordinances previously adopted by County Council which are not consistent with the restrictions and requirements of this Ordinance O-2023-____ are deemed superseded.
5. If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or application is hereby declared to be severable; and any such invalid or unconstitutional section, clause, paragraph, sentence, phrase or application shall in no way affect the remainder of this ordinance; and it is hereby declared to be the intention of the County Council that the remainder of this ordinance would have been passed notwithstanding the invalidity or unconstitutionality of any section, clause, paragraph, sentence or phrase thereof.
6. This ordinance shall take effect upon approval by Council.

L. Martin Sauls IV
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE 2023- _____

First Reading: February 6, 2023

Second Reading: _____

Public hearing: _____

Adopted: _____

Considered by the Jasper County Planning Commission at its meeting on
January 10, 2023.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date



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:	February 6, 2023
Project:	Zoning Text Amendment of Article 8:8, Gateway Corridor Overlay District and Amend the Jasper County
Applicant:	Staff Initiated
Submitted For:	1 st Reading
Recommendation:	Planning Commission Recommends Approval at their January 10, 2023 Meeting

Description: The Planning Commission received an application to rezone a property located at the intersection of Alligator Alley and Off Ramp Road, which was reviewed at their November 2022 Meeting. After some discussion, it was decided that extending the Gateway Corridor Overlay District (GCOD) to include the subject property may be a better alternative than re-zoning the property. The GCOD allows additional uses that are found in the General Commercial District, while prohibiting uses that have been identified as inappropriate for the Gateway Corridor. The GCOD also requires additional design standards, which are intended to protect the character and appearance of the entrance into Jasper County.

Analysis: The proposed ordinance would adopt the GCOD Map (attached), amend Article 8:8.2, *Gateway Corridor Overlay District* of the Jasper County Zoning Ordinance, as outlined below, and amend the Official Zoning Map of Jasper County to expand the GCOD.

Article 8:8.2, Application:
(new language in red)

The GCOD shall apply to all land within five hundred feet (500') of the right-of-way of Highway 17, beginning at the intersection of Strain Place and ending at Alligator Alley as depicted on the GCOD Map ~~the designated highway~~. The regulations of this overlay shall apply to all new non-residential development and any existing development which meets the following criteria:

- *Any change of use of a non-residential property, and/or*
- *Any building expansion that increases the floor area of a non-residential use by 20 percent or more or any parking addition of ten (10) or more spaces.*

[Commentary: The overlay applies if a vacant property converts to any non-residential use; a change in non-residential use such as a restaurant to a hardware store. However, changes of similar uses (e.g., retail to retail) would not apply unless parking or floor area is increased by the thresholds listed.]

Unless a deviation from such restrictions are provided elsewhere in this Section 8:8, property within the GCOD shall be required to adhere to all provisions of the Jasper County Zoning Ordinance and Land Development Regulations otherwise applicable within the underlying zoning district.

Recommendation: The Planning Commission recommends approval of the Zoning Text Amendment to include the adoption of the GCOD Map and to amend the Official Jasper County Zoning Map to extend the GCOD.

Attachments:

1. Proposed Ordinance
2. GCOD Map showing the new delineation of the Gateway Corridor Overlay District

Gateway Corridor Overlay District Map



AGENDA ITEM:

XI-C

Ordinance item C

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE # O-2023-02**

AN ORDINANCE OF JASPER COUNTY COUNCIL

To amend the Jasper County Code of Ordinances, including Article IV, *Boards and Commissions* of Chapter 2, *Administration*, so as to amend Division 7, *Jasper County Aeronautics Commission*, including provisions regarding the appointment, qualifications, duties, and responsibilities of the Aeronautics Commission; to amend certain provisions of Chapter 29 to the Jasper County Code of Ordinances, *Aviation*, so as to make clarifications and amendments to certain standards, rules and regulations; and providing for corrections and amendments to the Template Leases approved by County Council pursuant to Ordinance 19- and related matters regarding the aeronautical and other activities at the Ridgeland – Claude Dean Airport, and matters related to the foregoing.

WHEREAS, the Jasper County Aeronautics Commission (County Aeronautic Commission) was originally enabled pursuant to South Carolina Acts and Joint Resolutions Act No. 12 (1949); and

WHEREAS, subsequently, in recognition of the Home Rule Act, appointive powers to the County Aeronautics Commission were devolved to Jasper County in accordance with § 4-9-170 of the Code of Laws of South Carolina, (1976 as amended); and

WHEREAS, in 2019, Jasper County made certain additions and amendments to the Jasper County Code of Ordinances to recognize recent improvements to the Ridgeland Claude Dean Airport through the use of federal funds for the improvements, which required necessary and desirable provisions regarding the County Aeronautics Commission, aeronautical operations and airport standards; and

WHEREAS, in implementing these provisions and operating the Ridgeland Claude Dean Airport, County Council has become aware of the need for clarifications and modifications to the Code of Ordinances, including the name of the Commission, appointment of members of the Aeronautics Commission, certain corrections and clarifications to the specimen Template Leases, and other matters as set forth below;

WHEREAS, Jasper County Council desires to adopt various amendments to the Code of Ordinances to accomplish these purposes;

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

1. Chapter 2, *Administration*, of Article IV, *Boards, Commissions and Committees*, Division 7, *Jasper County Aeronautics Commission*, codified as Code Sections 2-216 through 2-400, is amended in the following particulars:
 - a. The Jasper County Aeronautics Commission shall be renamed the Jasper County Airports Commission, and all references to "Aeronautics" throughout the Code and the approved Rules and Regulations for the Ridgeland – Claude Dean Airport shall be changed to "Airport".
 - b. Section 2-212 (a) is amended to read "The Airport Commission shall be composed of five (5) members appointed by the Jasper County Council. For convenience, the five seats shall be identified as numerical Seat #1-AC, Seat #2-AC, and so forth."
 - c. Section 2-212 (b) is amended to read "The term of office for Airport Commission members shall be two (2) years, and may serve for a total of three terms. Notwithstanding the foregoing, in order to implement the Airport Commission and provide for a staggering of terms, all presently serving members of the Aeronautics Commission are terminated effective upon the appointment of the newly constituted Airports Commission, and even number Seats shall for the initial term only have a term of three (3) years, and thereafter even number

seats will have two year terms. All terms shall end on December 31. Members shall serve until their successors are appointed and qualified. Appointments to fill vacancies for an unexpired term shall expire at the scheduled time for that seat; provided that serving less than one-half of the term for that seat shall not count against the number of terms for which that appointee is eligible.”

- d. Section 2-212(d) is amended to read “Members of the Airport Commission shall meet the qualifications for appointments as set forth in Section 2-78 of the Code of Ordinances, may be removed by County Council for the reasons as set forth in such Section, and except as specifically provided for within this Division, are subject to the other provisions of Section 2-78; provided, however, notwithstanding the residency requirement of Section 2-78 (a), non-residents owning businesses and/or properties in Jasper County may be appointed to fill no more than two commission seats; and all candidates should bring business and tourism experiences and acumen to the Commission.”
 - e. Section 2-212(e) is amended to read “In addition to the five appointed commissioners, the county administrator, the Ridgeland town manager, and the airport manager shall serve as non-voting and ex-officio members of the airport commission.”
2. Chapter 29, *Aviation*, is codified as Sections 29-1 through 29-100, is amended in the following particulars:
- a. All references to the Jasper County Aeronautics Commission shall be changed throughout the Code of Ordinances to “Jasper County Airport Commission.”
 - b. Section 29-1 is amended by adding a new subsection 29-1(e) reading: “Pursuant to the Home Rule Act, control of the Jasper County Aeronautics Commission, now known as the Jasper County Airport Commission, has been brought under County Council control, and ownership of the real property comprising the Ridgeland Claude Dean Airport is vested in Jasper County. In order to avoid confusion, all property previously titled in the name of the Jasper County Aeronautics Commission shall be quit-claimed by deed executed by the Jasper County Aeronautics (now Airports Commission) to Jasper County within a

reasonable time after enactment of Ordinance 2023-_____ to be filed in the public records, and all properties, leases structures, improvements and appurtenances of the Ridgeland Claude Dean Airport are confirmed to be owned by Jasper County.”

- c. Subsection 29-3(f) is amended to read: “Lease terms shall not exceed fifty (50) years for a full service fixed base operator, and thirty (30) years for other limited service fixed base operators. The standard ground lease term for other leases shall be twenty (20) years plus possible option(s) totaling ten (10) years for hangers constructed after 2020, and lease renewal terms for ground leases for properties previously leased and improved by a tenant for more than twenty (20) years, shall not exceed five (5) years, or ten (10) years if substantial structural improvements were made to a hanger after 2015 totaling more than \$50,000. Improvements, structures or facilities built, to be built, constructed, or placed upon the airport shall revert to the county upon termination of the lease or contract with the county if not removed, if such removal is allowed under the terms of the ground lease in effect.

3. The Template Leases approved for use at the Ridgeland Claude Dean Airport pursuant to Jasper County Ordinance 2019 - 14, as identified in Section 1 (a) through (n) of the Ordinance, are amended to reflect that Section 8, entitled “Ground Lease Term, Rate and Options,” and specifically subsection 8(a) of each of the Template Leases, shall have a Term consistent with the provisions of Section 29-3(f) as set forth within this Ordinance, with a copy of the replacement pages of each of the Template Leases being attached hereto as Exhibit “A”, such Term reflecting the prior length of previous leases and improvements as identified herein. Additionally, additional Template Leases, copies of which are attached, are hereby adopted and approved which provide specifically for renewal of hanger leases that were executed prior to December 31, 2020.
4. Subsection 8(c) of each of the Template Leases, shall be deleted.

5. In all cases of existing leases seeking renewal, there shall be no option exercisable solely in the discretion of the Lessee included in any extension or renewal lease.
6. Subsection 18 of each of the Leases, entitled "Sale of Leased Premises," shall be modified include a statement clarifying that the sale or assignment of the Leased Premises only includes the right of possession under the ground lease, and the improvements, fixtures and other property installed, erected or placed by the Lessee are subject to the provisions of Section 15 of the Lease, and are the property of the County if not removed as may be allowed at the termination or expiration of the Lease as set forth in Section 15. Further, any renewal of a lease executed prior to 2019 shall be conditioned upon the express acknowledgment of the rights of the County to the improvements placed upon the ground lease at the expiration or termination of the renewal, if such are not removed as may have been allowed in the lease being renewed.
7. Section 1.5(A) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read "When a violation of the Rules and Regulations may cause revocation of an Operating Agreement, a permit, lease agreement, and/or privileges exercised by a person or entity on the Airport, such person or entity shall receive written notification from the Airport Manager of such alleged violations giving the time and place and such other details as shall adequately apprise such person of the alleged violation and the proposed action by the Airport Manager.
8. Section 1.5(B) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read "A copy of this notification shall be sent to the County Administrator."
9. Section 1.5(C) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read "Any person or entity aggrieved by a determination, denial, or suspension and/or proposed revocation of an Operating Agreement, a permit, lease agreement, and/or privileges exercised by a person or entity on the Airport by the Airport Manager may appeal the decision to the County Council or its designee by

written request stating the reasons for appeal, filed with the Airport Manager and County Administrator within ten (10) days after service of the notice referenced in Section 1.5(B) by certified mail or personal service of the notice.

10. Section 1.5(D) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read “A hearing on an appeal from determination of the Airport Manager as provided above and a hearing on a proposed determination, denial, or suspension or 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. The hearing may be beyond ten days if there is no regularly scheduled Council meeting available within such ten day period. 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 Rules and Regulations and applicable Ordinances 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.

11. A new Section 1.5(E) is added to the approved Rules and Regulations for the Ridgeland – Claude Dean Airport to read “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.”

12. Provisions of ordinances previously adopted by County Council which are not consistent with the restrictions and requirements of this Ordinance O- 2023-____are deemed superseded.

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

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

L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Simmons Clerk to Council

ORDINANCE O-23- _____

First Reading: _____

Second Reading: _____

Public hearing: _____

Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date:

STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE # O-23-___

AN ORDINANCE OF JASPER COUNTY COUNCIL

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WHEREAS, the Jasper County Aeronautics Commission (County Aeronautic Commission) was originally enabled pursuant to South Carolina Acts and Joint Resolutions Act No. 12 (1949; and

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WHEREAS, in 2019, Jasper County made certain additions and amendments to the Jasper County Code of Ordinances to recognize recent improvements to the Ridgeland Claude Dean Airport through the use of federal funds for the improvements, which required necessary and desirable provisions regarding the County Aeronautics Commission, aeronautical operations and airport standards; and

WHEREAS, in implementing these provisions and operating the Ridgeland Claude Dean Airport, County Council has become aware of the need for clarifications and modifications to the Code of Ordinances, including the name of the Commission, appointment of members of the Aeronautics Commission, certain corrections and clarifications to the specimen Template Leases, and other matters as set forth below;

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 - c. Section 2-212 (b) is amended to read "The term of office for Airport Commission members shall be two (2) years, and may serve for a total of three ~~terms~~. terms. Notwithstanding the foregoing, in order to implement the Airport Commission and provide for a staggering of terms, all presently serving members of the Aeronautics Commission are terminated effective upon the appointment of the newly constituted Airports Commission, and even number Seats shall for the initial term only have a term of three (3) years, and thereafter even number

seats will have two year terms. All terms shall end on December 31. Members shall serve until their successors are appointed and qualified—. Appointments to fill vacancies for an unexpired term shall expire at the scheduled time for that seat; provided that serving less than one-half of the term for that seat shall not count against the number of terms for which that appointee is eligible.”

- d. Section 2-212(d) is amended to read “Members of the Airport Commission shall meet the qualifications for appointments as set forth in Section 2-78 of the Code of Ordinances, may be removed by County Council for the reasons as set forth in such Section, and except as specifically provided for within this Division, are subject to the other provisions of Section 2-78; provided, however, notwithstanding the residency requirement of Section 2-78 (a), non-residents owning businesses and/or properties in Jasper County may be appointed to fill no more than two commission seats; and all candidates should bring business and tourism experiences and acumen to the Commission.”
 - e. Section 2-212(e) is amended to read “In addition to the five appointed commissioners, the county administrator, the Ridgeland town manager, and the airport manager shall serve as non-voting and ex-officio members of the airport commission.”
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reasonable time after enactment of Ordinance 2023-_____ to be filed in the public records, and all properties, leases structures, improvements and appurtenances of the Ridgeland Claude Dean Airport are confirmed to be owned by Jasper County.”

- c. Subsection 29-3(f) is amended to read: “Lease terms shall not exceed fifty (50) years for a full service fixed base operator, and thirty (30) years for other limited service fixed base operators. The standard ground lease term for other leases shall be twenty (20) years plus possible option(s) totaling ten (10) years for hangers constructed after 2020, and lease renewal terms for ground leases for properties previously leased and improved by a tenant for more than twenty (20) years, shall not exceed five (5) years, or ten (10) years if substantial structural improvements were made to a hanger after 2015 totaling more than \$50,000. Improvements, structures or facilities built, to be built, constructed, or placed upon the airport shall revert to the county upon termination of the lease or contract with the county if not removed, if such removal is allowed under the terms of the ground lease in effect.
3. The Template Leases approved for use at the Ridgeland Claude Dean Airport pursuant to Jasper County Ordinance 2019 - 14, as identified in Section 1 (a) through (n) of the Ordinance, are amended to reflect that Section 8, entitled “Ground Lease Term, Rate and Options,” and specifically subsection 8(a) of each of the Template Leases, shall have a Term consistent with the provisions of Section 29-3(f) as set forth within this Ordinance, with a copy of the replacement pages of each of the Template Leases being attached hereto as Exhibit “A”, such Term reflecting the prior length of previous leases and improvements as identified herein. Additionally, additional Template Leases, copies of which are attached, are hereby adopted and approved which provide specifically for renewal of hanger leases that were executed prior to December 31, 2020.
 4. Subsection 8(c) of each of the Template Leases, shall be deleted.

5. In all cases of existing leases seeking renewal, there shall be no option exercisable solely in the discretion of the Lessee included in any extension or renewal lease.
6. Subsection 18 of each of the Leases, entitled "Sale of Leased Premises," shall be modified include a statement clarifying that the sale or assignment of the Leased Premises only includes the right of possession under the ground lease, and the improvements, fixtures and other property installed, erected or placed by the Lessee are subject to the provisions of Section 15 of the Lease, and are the property of the County if not removed as may be allowed at the termination or expiration of the Lease as set forth in Section 15. Further, any renewal of a lease executed prior to 2019 shall be conditioned upon the express acknowledgment of the rights of the County to the improvements placed upon the ground lease at the expiration or termination of the renewal, if such are not removed as may have been allowed in the lease being renewed.
7. Section 1.5(A) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read "When a violation of the Rules and Regulations may cause revocation of an Operating Agreement, a permit, lease agreement, and/or privileges exercised by a person or entity on the Airport, such person or entity shall receive written notification from the Airport Manager of such alleged violations giving the time and place and such other details as shall adequately apprise such person of the alleged violation and the proposed action by the Airport Manager.
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9. Section 1.5(C) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read "Any person or entity aggrieved by a determination, denial, or suspension and/or proposed revocation of an Operating Agreement, a permit, lease agreement, and/or privileges exercised by a person or entity on the Airport by the Airport Manager may appeal the decision to the County Council or its designee by

written request stating the reasons for appeal, filed with the Airport Manager and County Administrator within ten (10) days after service of the notice referenced in Section 1.5(B) by certified mail or personal service of the notice.

10. Section 1.5(D) of the approved Rules and Regulations for the Ridgeland – Claude Dean Airport is amended to read “A hearing on an appeal from determination of the Airport Manager as provided above and a hearing on a proposed determination, denial, or suspension or 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. The hearing may be beyond ten days if there is no regularly scheduled Council meeting available within such ten day period. 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 Rules and Regulations and applicable Ordinances 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.

11. A new Section 1.5(E) is added to the approved Rules and Regulations for the Ridgeland – Claude Dean Airport to read “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.”

12. Provisions of ordinances previously adopted by County Council which are not consistent with the restrictions and requirements of this Ordinance O- 2023- ____ are deemed superseded.

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

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

Barbara B. Clark, Chairwoman

L. Martin Sauls, IV, Chairman

ATTEST:

Wanda Simmons Clerk to Council

ORDINANCE O-23- 0 ____

First Reading: _____

Second Reading: _____

Public hearing: _____

Adopted: _____

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date:



3. **EXCLUSIVE RIGHTS.** Notwithstanding, anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.
4. **ECONOMIC NON-DISCRIMINATION.**
 - a. Commercial Operator shall furnish said services on a reasonable and not unjustly discriminatory basis, to all users thereof and charge reasonable, and not unjustly, discriminatory prices for each unit or service provided and Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. Not applicable to non-commercial hangar Tenants.
 - b. Lessor will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
 - c. Lessor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
5. **SUBORDINATION (Property Rights Reserved).**

This Lease is subject to and subordinate to the following:

 - a. The Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the leased premises or any of Lessee's rights under this Lease and unless said activities by the Lessor shall result in the loss of convenient access to the leased premises by Lessee assigns, subtenants, renters, agents, employees or guests.
 - b. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - c. During national emergency, the Lessor shall have the right to lease all or any part of the landing area or airport to the United States or South Carolina National Guard for military use, and if any such Lease is executed, the provisions of this Lease insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended, but such suspension shall not extend the terms of this Lease. Abatement

of Lease payments shall be reasonably determined by the Lessor and Lessee in proportion to the degree of interference with the Lessee's use of the leased premises.

6. **LEASED PREMISES.** Lessor grants to Lessee the exclusive use of that portion of the airport premises shown in Appendix "A" and further described as follows: Lot _____ tax map and parcel _____ together with the existing hangars and other constructed improvements currently located on such premises which must be maintained on the premises throughout the term of the Lease.

The leased premises shall be used only for personal, non-commercial storage of aircraft. The premises may not be used for any other purpose without advance, written permission of the Lessor. The tenant shall be responsible for all taxes, maintenance and upkeep.

7. **RIGHT OF INGRESS AND EGRESS.** Lessee shall have at all times the full and free right of ingress and egress from the premises and facilities referred to in Appendix "A" of this Lease for Lessee, its employees, customers, passengers and guests. Such right shall also extend to persons or organizations supplying materials or furnishing services to Lessee, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

8. **GROUND LEASE**

TERM, RATE, OPTIONS. The Term of this Lease is _____ () years.

a. The Initial Lease Rate shall be twenty-eight (\$0.28)cents per square foot of the leased premises including the building(s) footprint and other required area set forth in Exhibit "A" existing and commencing on the ____ day of _____, _____ and ending on the ____ day of _____ unless terminated at an earlier date for any reason set forth in this lease. The lease shall be paid yearly in advance or monthly with the first increment due immediately upon lease execution.

b. Lessor has the right to adjust the lease rate at the end of the first five (5) year anniversary of this Lease, and each five years thereafter, to reflect increases in the consumer price index (CPI) as reported annually to Jasper County by the S.C. Department of Revenue for use by local governments in adjusting allowable tax rates during the previous five (5) year increment of the lease. Lessor will provide notice of the new lease rate a minimum of ninety (90) calendar days prior to each calendar or federal fiscal anniversary.

9. **HOLD-OVER.** If for any reason, the Lessee cannot vacate the premises expeditiously at Lease expiration or termination, the Monthly Holdover rent shall be due at the rate of 200%.

10. **LATE CHARGES.** Lease payments, and other costs and charges authorized herein, not received by Lessor by the tenth (10th) of each month when due, if Lessee chooses to pay appropriate charges monthly, are subject to a late penalty, without notice to the Lessee, of one and one-quarter percent (0.0125) per month.
11. **RULES & REGULATIONS.**
 - a. Lessee agrees to observe and obey all laws, regulations and ordinances of the jurisdictions (federal, state and local) having authority over the premises.
 - b. Lessee agrees to observe and obey the Ridgeland – Claude Dean Airport “Rules & Regulations”, “Minimum Standards for Aeronautical Services” and “Minimum Standards for Aircraft Hangar Construction” with respect to construction, operation and maintenance of the premises and provided further that such regulations shall not be inconsistent with procedures prescribed or approved from time to time by the Federal Aviation Administration.
 - c. Lessee agrees to be responsible for the proper tie down, securing or storage of aircraft under its custody.
 - d. Lessee agrees to be responsible for proper securing of facilities and gates after each use including use by Lessee’s employees, guests and customers.
 - e. Lessee agrees not to handle, store or utilize any toxic or hazardous materials without Lessor’s prior written consent and approval.
 - f. Lessee agrees to be responsible for the mitigation and clean-up of spills of toxic or hazardous materials within the premises or emanating from the premises; including fines that may be levied.
 - g. Lessee acknowledges responsibility for permit fees, licenses, taxes and encumbrances associated with the structure and contents.
12. **INSURANCE.** At all times during the Lease term, Lessee shall maintain, at its sole cost, insurance as specified in “Minimum Standards for Aeronautical Services”.

Such insurance, at a minimum, must insure against claims and liability for bodily injury and property damage arising from the use, occupancy, disuse or condition of the leased premises. The insurance shall be carried by a company or companies authorized to transact business in the State of South Carolina with a financial rating of “A” or better.
13. **INDEMNIFICATION OF LESSOR.** Lessee agrees to indemnify Lessor against any and all liability for injuries to persons or damage to property caused by Lessee’s

use or occupancy of the leased premises, provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its employees, vendors, guests or agents; and provided further that Lessor shall give to Lessee prompt and timely notice of any claim made or suit instituted directly or indirectly, contingent or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the suit to the extent of its own interest.

13. **WAIVER OF SUBROGATION.** Lessee and Lessor release each other and waive any right of recovery against each other for loss or damage to their respective property, which occurs on or about the leasehold or airport property (whether due to negligence or, misrepresentation of any kind, of either Party, their agents, employees, officers, contractors, licensees, invitees or otherwise), to the extent that such loss or damage is reimbursed by insurance proceeds and does not otherwise void or invalidate any required insurance coverage under this Lease. Lessee agrees that all policies of insurance obtained by it in connection with the leasehold or as required hereunder shall contain appropriate waiver of subrogation clauses.
14. **TERMINATION.**
 - a. If Lessee fails to make payment due under this Lease within thirty (30) days of the date on which such payment is due or shall violate any other term or covenant of this Lease, Lessor at its option, may terminate this Lease, after giving notice of the violation to Lessee and Lessee having thirty (30) days to cure the violation, and take possession of the hangar and Lessee's personal property as is reasonably necessary to secure payments of the amounts due and unpaid.
 - b. This Lease shall terminate, at the option of the Lessor, with prompt written notice to Lessee and holder of a Leasehold Mortgage upon the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a court of competent jurisdiction.
 - c. Failure by the Lessor or Lessee to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not constitute a waiver of said default nor of any subsequent breach or default of any of the terms, covenants and conditions of this Agreement.
15. **SURRENDER OF POSSESSION.**
 - a. Upon the expiration or other termination of this Lease, Lessee's rights to use of the premises, facilities and services described in this Lease shall cease, and Lessee shall vacate the premises without unreasonable delay.

- b. At the termination or expiration of this Lease, Lessee shall surrender the leased premises to Lessor in as good condition as when received by Lessee from Lessor or as thereafter improved, reasonable use and wear excepted. Lessee shall repair any damage to the premises occasioned by its use, or by the removal of Lessee's trade fixtures, furnishings, and equipment and repair shall include the patching and filling of holes and repair of structural damage.
- c. OPTION 1 Except as otherwise provided in this Lease, all buildings, hangars, structures, improvements, and other property bought, installed, erected, or placed by Lessee in, on, or about the airport and premises leased shall become a part of the land on which it is located and title to such property shall vest in Lessor.

OPTION 2 Except as otherwise provided in this Lease, all buildings, hangars, structures, improvements, and other property bought, installed, erected, or placed by Lessee in, on, or about the airport and premises leased, and County grants the tenant the right to remove any improvements at the end of the term, and to restore the leased premises to its original condition, waste and debris-free, with such to be done within sixty (60) calendar days after the termination and expiration of the Lease.

OPTION 2A If agreed to by the County, in lieu of removal, at Tenant's option, Tenant may transfer the ownership (title) of the Improvements (specifically designated by the County) to the County at no cost to the County.

1. Provided the Tenant has been in good standing with the County, the County may offer a Right of First Lease to the Tenant at Fair Market Value. Lease rent shall include all ground, building and maintenance expenses.
2. The County will not purchase improvements at the expiration of any agreement.

Mobile machinery, fixtures, and signs shall be deemed to be personal property and shall remain the property of the Lessee. Lessee shall have right at any time during the term of this Lease or any extension, and for additional period of sixty (60) calendar days after the expiration of or otherwise termination of this Lease, to remove any and all such personal property from the airport, subject, however, to Lessee's obligation to repair all damage, if any resulting from such removal. Any and all property not removed by Lessee prior to the expiration of the above-stated sixty (60) calendar day period shall become part of the land on which it is located and title to such property shall vest in Lessor.

16. **INSPECTION BY LESSOR.** Lessor, by its officers, employees, agents, and contractors, may enter the leased premises at any reasonable time for inspection and environmental testing or for any purpose necessary or incidental to the performance of its obligations under this Lease. Such inspection shall not interfere with Lessee's use, occupancy or security requirements, except when necessary for reasons of public safety and/or law enforcement, or for the protection of property. The Lessor shall endeavor to provide seventy-two (72) hours written notice of its intent to inspect.
17. **ASSIGNMENT AND SUBLETTING.** Lessee shall not at any time assign its rights or sublet under this Lease or any part thereof without the Lessor's prior written consent and approval. Lessee shall not subdivide either its ownership of the improvements or leasehold interest in the Leased Premises.
18. **SALE OF LEASED PREMISES.** Lessee shall not sell structures built on leased premises without prior notification of the Lessor.
 - a. In the event Lessee offers the leasehold for sale, Lessor shall have the right (but not the obligation) to purchase the leasehold.
 - b. If Lessor declines or fails to purchase the leasehold at the asking price, Lessee shall be free to offer the leasehold for sale to others. However, if a bona fide offer is received from a 3rd party prospective buyer, then Lessee shall again notify Lessor, in writing, and offer the Leasehold to Lessor at the price and upon same or better terms named by the prospective buyer.
 - c. Lessee acknowledges their responsibility to provide a copy of this Lease document to prospective buyers prior to sale. Lessee further acknowledges that sale of such leasehold shall be documented with the execution of the approval bill of sale document included herein as Appendix "A".
19. **SURETY FOR PERFORMANCE & PAYMENT.** Before any major construction, alteration or repair is commenced on the Premises, Lessee shall furnish to Lessor adequate surety for performance and payment in a form acceptable to the Jasper County finance director, in an amount not less than the cost of the improvements to be constructed, and which will remain in effect until the entire cost of the work has been paid in full and the new improvements have been insured as provided in this Lease. The surety will state the following:
 - 1) It is conditioned to secure the completion of the proposed construction free from all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen following the commencement of construction;
 - 2) The construction work shall be completed by Lessee, the general contractor, or, on their default, the surety;

3) In default of such completion and payment, such part of the amount of the surety as shall be required to complete the work shall be paid to Lessor as liquidated and agreed damages for the non-performance of Lessee's agreements, it being agreed the exact amount of Lessor's damages is difficult and impractical to ascertain; and

4) The surety will defend, hold harmless and indemnify Lessor against all loss, cost, damage, expense and liability arising out of or connected with the work of improvement.

20. HURRICANE WARNING. Tenant shall remove its aircraft or substitute aircraft from the Airport in the event that a hurricane warning is posted for Jasper County, South Carolina by the National Hurricane Center, or as required by the Ridgeland - Claude Dean Airport management. If, for any reason whatsoever, Tenant fails to so remove the aircraft or substitute aircraft under such circumstances, then the Tenant shall be responsible for all damages to such aircraft or substitute aircraft resulting from or in connection with Tenant's failure to so move such aircraft or substitute aircraft.

21. NOTICES. Notices provided for in this Lease shall be sufficient, if in writing, and sent by registered mail, postage prepaid, to:

Lessor:

County Administrator
C/O Airport Manager
Ridgeland - Claude Dean Airport
P.O. Box 653
Ridgeland, SC 29936

Lessee:

21. **GOVERNING LAW.** This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.
22. **SEVERABILITY.** If any section, sentence or clause of this Lease is for any reason held void or inoperative, the remaining provisions shall not be affected.
23. **EFFECT OF LEASE.** All covenants, conditions, and provision of this Lease shall extend to and bind the legal representatives, successors, and assigns of the respective parties.
24. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.
25. **MODIFICATION OF LEASE.** Any modification of this Lease or additional obligation assumed by either party in connection with the Lease shall be binding only if in writing and signed by each party or authorized representative of each party.

[Signature page follows.]

WHEREFORE, the parties, acting through their duly authorized and empowered representatives have caused to be executed this lease under their hands and seals, the day and year first above written.

LESSOR:

JASPER COUNTY, SOUTH CAROLINA

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF JASPER)

I, the undersigned notary public, do hereby certify that the above named officer of the Lessor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____ 20 ____.

[SEAL]

(Notary signs and affixes seal)

Notary Public for South Carolina

Print Name: _____

My Commission Expires:

LESSEE:

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF JASPER)

I, the undersigned notary public, do hereby certify that the above named officer of the Lessor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____ 20____.

[SEAL]

(Notary signs and affixes seal)

Notary Public for South Carolina

Print Name: _____

My Commission Expires:

STATE OF SOUTH CAROLINA)	AIRCRAFT STORAGE HANGAR LEASE
)	Terminal South
COUNTY OF JASPER)	October 3, 2019 edition February 2023 edition

This LEASE is made effective as of the _____ day of _____, 20____, by and between Jasper County, South Carolina herein referred to as "Lessor", and _____, herein referred to as "Lessee".

RECITALS

WHEREAS, Lessor is the owner and operator of an airport known as Ridgeland - Claude Dean Airport, hereinafter called "Airport"; and,

WHEREAS, Lessor desires to accommodate, promote, and enhance general aviation at the Airport pursuant to Title 49 United States Code, Public Law 97 - 248, Airport and Airway Improvement Act of 1982; as amended and pursuant to the authority vested in the County of Jasper by the South Carolina Code of Laws, Title 55 Aeronautics; as amended; and,

WHEREAS, Lessee desires to use the facilities of the airport and to maintain a base of operations at the airport; and,

WHEREAS, Lessor is willing to lease a portion of the airport premises together with such rights and privileges as are set forth in this Lease; and,

WHEREAS, the Lessor and Lessee **acknowledge** ~~have agreed that Lessee will construct an aircraft storage hangar for the commercial storage of aircraft premises and without cost to the Lessor~~ **that Lessee occupies an existing aircraft storage hangar for the personal storage of aircraft or is purchasing an existing aircraft storage hangar; as more particularly described below.**

NOW THEREFORE, for and in consideration of the above recitals, the terms and covenants of this Lease, and other valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. **USE OF AIRPORT.** Lessee is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the airport from time to time including, but not limited to, the landing field and any extensions thereof or additions thereto, roadways, runways, aprons, taxiways, water & sewer facilities, landing lights, beacons, radio navigation aids, radio communication aids, and all other conveniences for flying, landings, and takeoffs.

2. **EXCLUSIVE PROPRIETARY RIGHTS.** The Lessor (Airport Owner) shall, at its sole discretion, exercise exclusive proprietary rights to provide any or all aeronautical services.

3. **EXCLUSIVE RIGHTS.** Notwithstanding, anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.
4. **ECONOMIC NON-DISCRIMINATION-**
 - a. Lessee **Commercial Operator** shall furnish said services on a reasonable, and not unjustly discriminatory basis, to all users thereof and charge reasonable, and not unjustly, discriminatory prices for each unit or service provided and Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers. **Not applicable to non-commercial hangar Tenants.**
 - b. **Lessor will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.**
 - c. **Lessor may establish such reasonable, and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.**
5. **SUBORDINATION (Property Rights Reserved).**

This Lease is subject to and subordinate to the following:

 - a. The Lessor reserves the right to develop and improve the Airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance by or on behalf of Lessee, provided Lessee is not deprived of the use or access to the leased premises or any of Lessee's rights under this Lease and unless said activities by the Lessor shall result in the loss of convenient access to the leased premises by Lessee assigns, subtenants, renters, agents, employees or guests.
 - b. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent Lessee from erecting any building or other structure on the Airport which would limit the usefulness of the Airport or constitute a hazard to aircraft.
 - c. During national emergency, the Lessor shall have the right to lease all or any part of the landing area or airport to the United States or South Carolina National Guard for military use, and if any such Lease is executed, the provisions of this Lease insofar as they may be inconsistent with the provisions of such lease to the government, shall be suspended,

but such suspension shall not extend the terms of this Lease. Abatement of Lease payments shall be reasonably determined by the Lessor and Lessee in proportion to the degree of interference with the Lessee's use of the leased premises.

6. LEASED PREMISES. Lessor grants to Lessee the exclusive use of that portion of the airport premises shown in Appendix "A" and further described as follows: Lot _____ tax map and parcel _____ together with the existing hangar and other constructed improvements currently located on such premises which must be maintained on the premises throughout the term of the Lease.

~~Lessee agrees that such building is currently existing at the commencement of this Lease, and further agrees to maintain such for the remainder of the Lease. Jasper County Government shall review and approve the plans prior to any alteration of the building.~~

The leased premises shall be used only for personal, **non-commercial** storage of aircraft. ~~owned or leased by the lessee.~~ The premises may not be used for any other purpose without advance, written permission of the Lessor. **Tenant shall be responsible for all taxes, maintenance and upkeep.**

7. RIGHT OF INGRESS AND EGRESS. Lessee shall have at all times the full and free right of ingress and egress from the premises and facilities referred to in Appendix "A" of this Lease for Lessee, its employees, customers, passengers and guests. Such right shall also extend to persons or organizations supplying materials or furnishing services to Lessee, to include vehicles, machinery and equipment reasonably required by such persons or organizations.

8. GROUND LEASE

TERM, RATE AND OPTIONS. The ~~Initial~~ Term of this Lease is _____ () years.

- a. The Initial Lease Rate shall be ~~fifteen cents (\$0.15)~~ **twenty-eight (\$0.28) cents** per square foot of the leased premises including the building(s) footprint and other required area set forth in Exhibit "A" existing and commencing on the _____ day of _____, _____ and ending on the _____ day of _____ unless terminated at an earlier date for any reason set forth in this lease. The lease shall be paid yearly in advance or monthly with the first increment due immediately upon lease execution.
- b. Lessor has the right to adjust the lease rate at the end of the first five (5) year anniversary of this Lease, and each five years thereafter, to reflect increases in the consumer price index (CPI) as reported annually to Jasper County by the S.C. Department of Revenue for use by local

governments in adjusting allowable tax rates during the previous five (5) year increment of the lease. Lessor will provide notice of the new lease rate a minimum of ninety (90) calendar days prior to each calendar or federal fiscal anniversary.

- c. ~~At the expiration of the initial lease term, Lessee shall have the option, subject to the conditions within, to extend the term of this Lease for two (2) additional periods of five (5) years each hereinafter the "Extended Term", provided that at the time of such exercise and at all times before the Extended Term, Lessee is not in default in the payment of any rent or in default in any other provisions of this Lease.~~

~~Lessee may exercise the option by giving written notice of such extension to the Lessor not more than eighteen (18) months nor less than nine (9) months, prior to the expiration of the Initial Term. The terms of this Lease shall remain applicable during the Extended Term, and shall include any Lease rate escalation throughout the Initial Term and during the Extended Term.~~

9. **HOLD-OVER.** If for any reason, the Lessee cannot vacate the premises expeditiously at Lease expiration or termination, the Monthly Holdover rent shall be due at the rate of 200%.
10. **LATE CHARGES.** Lease payments, and other costs and charges authorized herein, not received by Lessor by the tenth (10th) of each month when due, if Lessee chooses to pay appropriate charges monthly, are subject to a late penalty, without notice to the Lessee, of one and one-quarter percent (0.0125) per month.
11. **RULES & REGULATIONS.**
- a. Lessee agrees to observe and obey all laws, regulations and ordinances of the jurisdictions (federal, state and local) having authority over the premises.
- b. Lessee agrees to observe and obey the Ridgeland – Claude Dean Airport "Rules & Regulations", "Minimum Standards for Aeronautical Services" and "Minimum Standards for Aircraft Hangar Construction" with respect to construction, operation and maintenance of the premises and provided further that such regulations shall not be inconsistent with procedures prescribed or approved from time to time by the Federal Aviation Administration.
- c. Lessee agrees to be responsible for the proper tie down, securing or storage of aircraft under its custody.

- d. Lessee agrees to be responsible for proper securing of facilities and gates after each use including use by Lessee's employees, guests and customers.
 - e. Lessee agrees not to handle, store or utilize any toxic or hazardous materials, except such materials normally found at an airport and in such quantities that do not cause undue hazard, without Lessor's prior written consent and approval.
 - f. Lessee agrees to be responsible for the mitigation and clean-up of spills of toxic or hazardous materials within the premises or emanating from the premises; including fines that may be levied.
 - g. Lessee acknowledges responsibility for permit fees, licenses, taxes and encumbrances associated with the structure and contents.
12. **INSURANCE.** At all times during the Lease term, Lessee shall maintain, at its sole cost, ~~comprehensive public liability and comprehensive property damage and other appropriate insurance required of non-commercial aeronautical operators in "Minimum Standards for Aeronautical Services"~~ **insurance as specified in "Minimum Standards for Aeronautical Services."**

Such insurance, at a minimum, must insure against claims and liability for ~~personal injury, death~~ **bodily injury** and property damage arising from the use, occupancy, disuse or condition of the leased premises. The insurance shall be carried by a company or companies authorized to transact business in the State of South Carolina **with a financial rating of "A" or better.**

13. **INDEMNIFICATION OF LESSOR.** Lessee agrees to indemnify Lessor against any and all liability for injuries to persons or damage to property caused by Lessee's use or occupancy of the leased premises, provided, however, that Lessee shall not be liable for any injury, damage, or loss occasioned by the negligence of Lessor or its employees, vendors, guests or agents; and provided further that Lessor shall give to Lessee prompt and timely notice of any claim made or suit instituted directly or indirectly, contingent or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the suit to the extent of its own interest.

14. WAIVER OF SUBROGATION

Lessee and Lessor release each other and waive any right of recovery against each other for loss or damage to their respective property, which occurs on or about the leasehold or airport property (whether due to negligence or, misrepresentation of any kind, or either Party, their agents, employees, officers, contractors, licensees, invitees or otherwise), to the extent that such loss or damage is reimbursed by insurance proceeds and does not otherwise void or invalidate any required insurance coverage under this Lease. Lessee agrees that all policies of insurance obtained by it in connection with the leasehold or as required hereunder shall contain appropriate waiver of subrogation clauses.

15. TERMINATION.

- a. If Lessee fails to make payment due under this Lease within thirty (30) days of the date on which such payment is due or shall violate any other term or covenant of this Lease, Lessor at its option, may terminate this Lease, after giving notice of the violation to Lessee and Lessee having thirty (30) days to cure the violation, and take possession of the hangar and Lessee's personal property as is reasonably necessary to secure payments of the amounts due and unpaid.
- b. This Lease shall terminate, at the option of the Lessor, with prompt written notice to Lessee and holder of a Leasehold Mortgage upon the appointment of a receiver or trustee of all, or substantially all, of Lessee's assets by a court of competent jurisdiction.
- c. Failure by the Lessor or Lessee to take any authorized action upon default by Lessee of any of the terms, covenants or conditions required to be performed, kept and observed by Lessee shall not constitute a waiver of said default nor of any subsequent breach or default of any of the terms, covenants and conditions of this Agreement.

16. SURRENDER OF POSSESSION.

- a. Upon the expiration or other termination of this Lease, Lessee's rights to use of the premises, facilities and services described in this Lease shall cease, and Lessee shall vacate the premises without unreasonable delay.
- b. At the termination or expiration of this Lease, Lessee shall surrender the leased premises to Lessor in as good condition as when received by Lessee from Lessor or as thereafter improved, reasonable use and wear excepted. Lessee shall repair any damage to the premises occasioned by its use, or by the removal of Lessee's trade fixtures, furnishings, and

equipment which repair shall include the patching and filing of holes and repair of structural damage.

c. ~~Except as otherwise provided in this Lease, all buildings, hangars, structures, improvements, and other property bought, installed, erected, or placed by Lessee in, on, or about the airport and premises leased shall become a part of the land on which it is located and title to such property shall vest in Lessor.~~

c. **OPTION 1** Except as otherwise provided in this Lease, all buildings, hangars, structures, improvements, and other property bought, installed, erected, or placed by Lessee in, on, or about the airport and premises leased shall become a part of the land on which it is located and title to such property shall vest in Lessor.

OPTION 2 Except as otherwise provided in this Lease, all buildings, hangars, structures, improvements, and other property bought, installed, erected, or placed by Lessee in, on, or about the airport and premises leased, and County grants the tenant the right to remove any improvements at the end of the term, and to restore the leased premises to its original condition, waste and debris-free, with such to be done within sixty (60) calendar days after the termination and expiration of the Lease.

OPTION 2A If agreed to by the County, in lieu of removal, at Tenant's option, Tenant may transfer the ownership (or title) of the Improvements (specifically designated by the County) to the County at no cost to the County.

1. **Provided the Tenant has been in good standing with the County, the County may offer a Right of First Lease to the Tenant at Fair Market Value. Lease rent shall include all ground, building and maintenance expenses.**

2. **The County will not purchase improvements at the expiration of any agreement.**

Mobile machinery, fixtures and signs shall be deemed to be personal and shall remain the property of the Lessee. Lessee shall have right at any time during the term of this Lease or any extension, and for additional period of sixty (60) calendar days after the expiration or otherwise termination of this Lease, to remove any and all such personal property from the airport, subject, however, to Lessee's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Lessee prior to the expiration of the above-stated sixty (60)

calendar day period shall become a part of the land on which it is located and title to such property shall vest in Lessor.

~~d. At the Lessor's option, any and all improvements constructed on leased premises may be removed and the premises restored to pre-lease condition at the sole expense of the Lessee.~~

17. INSPECTION BY LESSOR. Lessor, by its officers, employees, agents, and contractors, may enter the leased premises at any reasonable time for inspection and environmental testing or for any purpose necessary or incidental to the performance of its obligations under this Lease. Such inspection shall not interfere with Lessee's use, occupancy or security requirements, except when necessary for reasons of public safety and/or law enforcement, or for the protection of property. The Lessor shall endeavor to provide seventy-two (72) hours written notice of its intent to inspect.
18. ASSIGNMENT AND SUBLETTING. Lessee shall not at any time assign its rights or sublet under this Lease or any part thereof without the Lessor's prior written consent and approval. Lessee shall not subdivide either its ownership of the improvements or leasehold interest in the Leased Premises.
19. SALE OF LEASED PREMISES. Lessee shall not sell structures built on leased premises without prior notification of the Lessor.
 - a. In the event Lessee offers the leasehold for sale, Lessor shall have the right (but not the obligation) to purchase the leasehold.
 - b. If Lessor declines or fails to purchase the leasehold at the asking price, Lessee shall be free to offer the leasehold for sale to others. However, if a bona fide offer is received from a 3rd party prospective buyer, then Lessee shall again notify Lessor, in writing, and offer the Leasehold to Lessor at the price and upon same or better terms named by the prospective buyer.
 - c. Lessee acknowledges their responsibility to provide a copy of this Lease document to prospective buyers prior to sale. Lessee further acknowledges that sale of such leasehold shall be documented with the execution of the approval bill of sale document included herein as Appendix "A".
20. SURETY FOR PERFORMANCE & PAYMENT. Before any major construction, alteration or repair is commenced on the Premises, Lessee shall furnish to Lessor adequate surety for performance and payment in a form acceptable to the Jasper County finance director, in an amount not less than the cost of the improvements to be constructed, and which will remain in effect until the entire

cost of the work has been paid in full and the new improvements have been insured as provided in this Lease. The surety will state the following:

- 1) It is conditioned to secure the completion of the proposed construction free from all liens and claims of contractors, subcontractors, mechanics, laborers and materialmen following the commencement of construction;
- 2) The construction work shall be completed by Lessee, the general contractor, or, on their default, the surety;
- 3) In default of such completion and payment, such part of the amount of the surety as shall be required to complete the work shall be paid to Lessor as liquidated and agreed damages for the non-performance of Lessee's agreements, it being agreed the exact amount of Lessor's damages is difficult and impractical to ascertain; and
- 4) The surety will defend, hold harmless and indemnify Lessor against all loss, cost, damage, expense and liability arising out of or connected with the work of improvement.

21. HURRICANE WARNING. Tenant shall remove its aircraft or substitute aircraft from the Airport in the event that a hurricane warning is posted for Jasper County, South Carolina by the National Hurricane Center, or as required by the Ridgeland – Claude Dean Airport management. If, for any reason whatsoever, Tenant fails to so remove the aircraft or substitute aircraft under such circumstances, then the Tenant shall be responsible for all damages to such aircraft or substitute aircraft resulting from or in connection with Tenant's failure to so move such aircraft or substitute aircraft.

22. NOTICES. Notices provided for in this Lease shall be sufficient, if in writing, and sent by registered mail, postage prepaid, to:

Lessor:

County Administrator
C/O Airport Manager
Ridgeland – Claude Dean Airport
P.O. Box 653
Ridgeland, SC 29936

Lessee:

23. GOVERNING LAW. This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.
24. SEVERABILITY. If any section, sentence or clause of this Lease is for any reason held void or inoperative, the remaining provisions shall not be affected.
25. EFFECT OF LEASE. All covenants, conditions, and provision of this Lease shall extend to and bind the legal representatives, successors, and assigns of the respective parties.
26. ENTIRE AGREEMENT. This Lease constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Lease shall not be binding on either party except to the extent incorporated in this Lease.
27. MODIFICATION OF LEASE. Any modification of this Lease or additional obligation assumed by either party in connection with the Lease shall be binding only if in writing and signed by each party or authorized representative of each party.

[Signature page follows.]

WHEREFORE, the parties, acting through their duly authorized and empowered representatives have caused to be executed this lease under their hands and seals, the day and year first above written.

LESSOR:

JASPER COUNTY, SOUTH CAROLINA

(Witness)

By:_____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

) ACKNOWLEDGEMENT

COUNTY OF JASPER)

I, the undersigned notary public, do hereby certify that the above named officer of the Lessor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____ 20 ____.

[SEAL]

(Notary signs and affixes seal)
Notary Public for South Carolina
Print Name: _____
My Commission Expires:

LESSEE:

(Witness)

By: _____

Name:

Title:

[Seal]

Notary

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGEMENT

COUNTY OF JASPER)

I, the undersigned notary public, do hereby certify that the above named officer of the Lessor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this ____ day of _____ 20____.

[SEAL]

(Notary signs and affixes seal)

Notary Public for South Carolina

Print Name: _____

My Commission Expires:

AGENDA ITEM:

XI-D

Ordinance item D

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE O-2023-____
AN ORDINANCE
OF JASPER COUNTY COUNCIL**

AN ORDINANCE OF THE COUNTY OF JASPER, AMENDING THE FISCAL YEAR 2022 – 2023 BUDGET AS ORIGINALLY ADOPTED BY ORDINANCE NO. 2022-17 ADOPTED JUNE 27, 2022, IN ACCORDANCE WITH THE LOCAL GOVERNMENT CODE OF THE STATE OF SOUTH CAROLINA AND THE ORDINANCES AND RULES OF THE COUNTY OF JASPER, SOUTH CAROLINA; APPROPRIATING THE VARIOUS AMOUNTS THEREOF, TO PROVIDE FOR THE EXPENDITURE OF NOT TO EXCEED \$635,000 FROM THE FUND BALANCE FOR THE PURCHASE OF A STORAGE ARRAY SYSTEM AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH, AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the County Council of Jasper, South Carolina accepted a proposal for the replacement of the current storage array system on January 3, 2023; and

WHEREAS, approximately one half of the replacement storage array will replace the storage array currently utilized in for Emergency Telecommunications (the “911 system”); and

WHEREAS, the County may be eligible for a reimbursement from the South Carolina 911 Fund for the portion of the storage array used for the Jasper County 911 system; and

WHEREAS, the County Council of Jasper, South Carolina wishes to accept reimbursement from the South Carolina 911 for the purchase of the storage array should the purchase be eligible for such reimbursement; and

WHEREAS, the County Administrator of the County of Jasper has submitted to the County Council, a proposed budget amendment of revenue and expenditures of the County of Jasper for the fiscal year ending June 30, 2023; and

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

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

SECTION 1. Amendment to the Current Budget

That appropriations for the Fiscal Year beginning July 1, 2022, and ending June 30, 2023, for support of the general government of the County of Jasper, South Carolina be amended for said term in accordance with changes in revenues and expenditures shown in the Attached Exhibit A, attached hereto for the purposes stated herein.

SECTION 2. Approval of Amendment

That the budget amendment, as shown in words and figures in Exhibit A is hereby approved in all aspects and adopted as an amendment to the County budget for the Fiscal Year beginning July 1, 2022 and ending June 30, 2023, so that Section 1 of the approved Budget Ordinance No. 2022-17 shall now read as shown in Exhibit B, which reflects an increase in "All Other Revenues" by \$635,000.00, and a corresponding increase by \$635,000.00 in the "All Others" line of Appropriations.

SECTION 3. Conflict

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

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

JASPER COUNTY COUNCIL

BY: _____
L. Martin Sauls IV, Chairman

ATTEST:

**Wanda Simmons,
Clerk to Council**

First Reading: 2/6/2023
Second Reading:
Public Hearings:
Adopted:

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE O-2023-__
EXHIBIT A**

PURCHASE OF STORAGE ARRAY

REVENUE

Transfer-In from Fund Balance	010-048-1607	\$317,500
Transfer-In from Fund Balance	010-170-1607	<u>\$317,500</u>
		\$635,000

EXPENDITURES

Dispatch Equipment	010-048-2450	\$317,500
Computer Equipment	010-049-2460	<u>\$317,500</u>
		\$635,000

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER
ORDINANCE O-2023-__
EXHIBIT B**

SECTION 1. Appropriation for Jasper County Capital and General Operations Budget. There is hereby appropriated from revenues to be collected from the stated sources the following sums for the Jasper County Capital and Operational needs and for the purposes set forth for fiscal year 2022 – 2023:

**JASPER COUNTY
CAPITAL AND GENERAL OPERATIONS BUDGET
FISCAL YEAR 2022-2023**

REVENUES		APPROPRIATIONS	
County Property Tax Levy	\$ 25,334,153	Emergency Service	\$ 14,927,193
L.O.S.T. (Sales Tax)	\$ 4,005,970	Sheriff	\$ 7,439,268
Fee in Lieu	\$ 2,100,000	Detention	\$ 3,899,391
State Aid	\$ 1,223,407	Engineering Services and Solid Waste	\$ 3,190,025
Cash Carry Forward	\$ 3,250,000	Agency Appropriations	\$ 2,106,347
All Other Revenues	\$ 8,895,211	All Others	\$ 13,246,517
	-----		-----
Total	\$ 44,808,741	Total	\$ 44,808,741
County Debt Tax Levy	<u>\$ 2,512,481</u>	County Debt	<u>\$ 2,512,481</u>
County Grand Total	\$ 47,321,222	County Grand Total	\$ 47,321,222

The detailed Operations Budget containing line-by-line accounts by department and /or agency is hereby adopted as part of this Ordinance. Management of individual accounts for the functions of elected officials shall be the responsibility of that elected official.

AGENDA ITEM:

XII

New Business item A

No information was provided for the packet

AGENDA ITEM:

XII

New Business item B



Jasper County Clerk to Council

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

Wanda Simmons
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	02.06.2022
Board:	SouthernCarolina Alliance Board of Directors
Board Request:	Reappointment or Replacement Request
Reappointment For:	Grady Woods, Councilman for the Town of Ridgeland
Recommendation:	Approval of the reappointment as requested
Attachments:	Email, Letter and Listing of Board Members

Description:

We have received a letter from Mr. Danny Black President of SouthernCarolina Regional Development Alliance requesting that Council consider the re-appointment of Town of Ridgeland Councilman Grady Woods or appoint a replacement for a full three-year term.

Staff Recommendation: As Mr. Black noted in his letter that Town of Ridgeland Councilman Grady Woods has been an excellent Director for SouthernCarolina Alliance and has represented the County well, it is staff's recommendation to re-appoint Mr. Grady Woods to the SCA Board of Directors for another three-year term.



Danny R. Black, *President*

1750 Jackson Street, Suite 100 Barnwell, SC 29812

January 5, 2023

The Honorable Barbara Clark, Chair
Jasper County Council
Ridgeland, SC

Re: SCA Board of Directors appointment for 2023

Dear Chairperson Clark:

As you are aware, the Jasper County Council appoints three members to the Southern Carolina Board of Directors. These appointments are staggered three years terms and are usually filled in the Annual Board of Directors meeting each year in April.

This is a reminder that the term of Councilman Grady Woods will end in April of 2023. Councilman Woods has been an excellent Director for the Alliance and has represented the County well.

SCA request the Council consider the re-appointment of Councilman Woods, or appoint a replacement for a full three year term, to be confirmed at the SCA Annual Board of Directors April meeting.

Thank you for your membership in SCA, and we look forward to continue our relationship for many years to come.

Thanking you I am

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Black", is written over the word "Sincerely,".

Danny R. Black

Cc: The Honorable Grady Woods
County Administrator Andrew Fulghum
The Honorable Marty Sauls

Southern Carolina Business Center
1750 Jackson Street, Suite 100 • Barnwell, SC 29812 • (803) 541-0023 • Fax (803) 541-3322
E-Mail: sca@southern-carolina.org

Wanda Simmons

Southern Carolina Alliance

From: Andrew Fulghum
Sent: Wednesday, January 11, 2023 11:15 AM
To: Wanda Simmons
Cc: Tisha L. Williams
Subject: Fwd: Jasper County Appointment to SCA Board of Directors
Attachments: image001.jpg; image002.png; image003.png; image004.png; image005.png; image006.png; Woods Letter-Jasper County.pdf

NYI

Andrew P. Fulghum
County Administrator
Jasper County, SC
(843) 717-3690

Begin forwarded message:

From: Becky Beyer <bbeyer@southerncarolina.org>
Date: January 11, 2023 at 10:35:22 AM EST
To: Barbara Clark <clarkbarbara1003@gmail.com>, "Marty Sauls (martysauls@scfbins.com)" <martysauls@scfbins.com>
Cc: Andrew Fulghum <afulghum@jaspercountysc.gov>, "Grady Woods (gwoods@gradywoodsarchitects.com)" <gwoods@gradywoodsarchitects.com>
Subject: Jasper County Appointment to SCA Board of Directors

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

Chairperson Clark-

Attached is a letter from Mr. Black regarding the term for Jasper County appointment of Mr. Grady Woods. SCA will need to receive a letter from Jasper County council regarding Mr. Wood's reappointment prior to our Annual Meeting in April.

Should you have any questions regarding this appointment please contact us at 803-541-0023.

Thank you.

Becky S. Beyer
Investor Relations/Marketing
SouthernCarolina Alliance
O: 803.541.0023
D: 803.903.1156
M: 803.541.1632
bbeyer@southerncarolina.org

SCA BOARD MEMBERS

L. MARTIN SAULS

Chairman
Jasper County Council

C. BRADLEY HUTTO

Chairman, Executive Committee
SC Senate, District 40

STEVEN D. MURDAUGH

1st Vice Chairman
Colleton County Council

CARL GOODING

2nd Vice Chairman
Allendale County Council

MIKE ALSKO

Coastal Home & Villa

CLAY BISHOP

Hampton County Council

CHUCK BLACK

S&ME

GREGG BRUNSON

Brunson Construction Company

PAIGE CARLTON

Thompson Construction Group, Inc.

ANN CARMICHAEL

SRSRDA

ERIN COLE

Samet Corporation

EVERT COMER

Bamberg County Council

MATTHEW CONNELLY

Allendale County Council

JERRY CREECH

Barnwell County Council

JASON DANDRIDGE

Palmetto Rural Telephone Cooperative, Inc.

STEPHEN DAVIS

Davis & Floyd

TOM DAVIS

SC Senate, District 46

DEEPAI ELIATAMBY

Alliance Consulting Engineers, Inc.

ASHLEY FEASTER

Beaufort EDC

JOSEPH FLOWERS

Colleton County Council

RICK GOODING

Allendale County Council

JONATHAN GOODMAN II

Bamberg County Council

RICHARD GOUGH

Technical College of the Lowcountry

BILL HAGER

Hampton County EDC

MARK HALL

NorthPoint Development

DON HARPER

Barnwell County Council

LARRY HAYNES

Bamberg County Council

ROY HOLLINGSWORTH

Hampton County Council

TRAY HUNTER

Palmetto Electric Cooperative

ROBERT HURST

Phoenix Specialty

CARL KILPATRICK

Bank of The Lowcountry

BEN KINLAW

Barnwell County Council

JOE MANTUA

Beaufort Jasper Water and Sewer Authority

BARRY MOORE

Walker Accounting & Tax Service

GARY MORRIS

Haynsworth Sinkler Boyd, PA

LEE PETROLAWICZ

Colleton County Economic Alliance

DAVID RAMEY

LSJP

D. PAUL SOMMERVILLE

Beaufort County Council

DEAN VAN PELT

Savannah River Mission Completion

HARRY WILLIAMS

City of Hardeeville

JOHNNY WILLIAMSON

Williamson Ginnery, Inc.

GRADY WOODS

Town of Ridge and

JONATHAN YARBOROUGH

Dominion Energy South Carolina

TIMOTHY WILLIAMS

ssoe Stevens & Wilkinson

JULIUS WEATHERS

THS Constructors

JASON WILKIE

J C Wilkie Construction



AGENDA ITEM:

XII

New Business item C



Jasper County Clerk to Council

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

Wanda Simmons
Clerk to Council
wsimmons@jaspercountysc.gov

Jasper County Council Staff Report

Meeting Date:	February 6, 2023
Board Name:	Library Board of Trustees
Request:	Reappointment of 1 member
Member Name:	Glenice Watts
Submitted For:	Approval to reappoint 1 member
Term:	4-year term

Description: The Library Board of Trustees has a reappointment request for Ms. Glenice Watts, who's term has just ended.

Seat:	Name:	New Appt Date:	New Term End Date:
05-LB	Glenice Wats	02.06.2023	02.06.2027

Staff Recommendation: Staff recommends approval of the reappointment of Glenice Watts to the Library Board of Trustees for a 4-year term.

Attachments: Application

COMMITTEE / BOARD / COMMISSION
APPOINTMENT APPLICATION



CITIZEN BIOGRAPHICAL SKETCH:
Request for Appointment () or Re-Appointment (X)
Please print or type

Committee(s): Jasper Co. Library Board of Trustees

Recommended By: HAVE SERVED SINCE APPROXIMATELY 2008

Name: Glenice W Watts
FIRST MIDDLE LAST

Home address: 1012 Bay Landing Rd, Tillman, SC 29943

Mailing address (if different): PO Box 99B, Ridgeland, SC 29936

Telephone: 843-788-4110 843-816-1129
HOME BUSINESS CELL

Email Address: glenicewatts@gmail.com

Employer: Retired

Employer Address: _____

Occupation: Special Worker, Retail Mgt. Education: 2 year college

Boards, Committee's, Civic Clubs, Etc. AHS Regional Board, Friends of Pratt Mem.
(use back of sheet if necessary)

Experience: _____
(use back of sheet if necessary)

Other Activities: _____
(use back of sheet if necessary)

County Council District: _____

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

Do you have an interest in any business that has, is or will do business with the County of Jasper or the Entity for which you have been nominated? NO If so, please list on the back of this sheet.

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

Applicant's Signature: Glenice W Watts Date: 1/9/23

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

AGENDA ITEM:

XII

New Business item D

Close

Form 9-1482
Revised (October 2002)

U.S. DEPARTMENT OF THE INTERIOR
U.S. Geological Survey

Agreement Number 22MPJFAS0000014

AGREEMENT FOR INSTALLATION AND MAINTENANCE OF GAGING STATION *

The landowner agrees that the U.S. Geological Survey (USGS), South At.. Water Science Center may install and maintain a gaging station on the landowner's property at a mutually agreed-upon site at the location listed below. The landowner also agrees that the USGS will have access to the site, as it reasonably deems necessary for streamflow measuring and/or water-quality sampling during the life of this agreement.

Description of the gaging station, located at Lat. 32.49911 Long. -80.99073
and/or

See attached photos on Ridgeland Airport property
(Provide other location description and/or attach map, plat, drawings, photographs, or other descriptive information)

Excavation and/or installation of the gaging station, at the USGS's own expense, may begin any time after this agreement is fully executed. The gaging station shall be excavated, installed, and properly maintained by the USGS. This Agreement shall be regarded as granting a license or easement, whichever may most appropriately characterize it under applicable state law, in favor of USGS to enter landowner's property for the purposes noted herein.

At the expiration of this agreement, the gaging station may be disposed of in one of the following ways:

- 1- Removal by the USGS, at its own cost and expense, within a reasonable time after the expiration of this agreement. Upon removal of the station, the USGS shall restore the landowner's property, also at its own expense, as nearly as possible to the condition when installed, or
- 2- Transfer to a state, local, or tribal government agency or Federal Energy Regulatory Commission licensee under a separate written agreement, if approved by the landowner and the USGS Regional Executive.

During the life of this agreement, the Federal Government will be liable for any loss related to the installation, operation, maintenance, and other activities associated with the gaging station described above in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. &&1346(b) and 2671 et seq).

This agreement shall become effective when fully executed and shall remain in full force for 10 year(s) 0 month(s) unless terminated earlier by USGS upon 60 days written notice. After 10 year(s) 0 month(s), the agreement will continue in force until terminated by either the USGS or the landowner upon 60 days written notice to the other party.

* For the purpose of this agreement, "gaging station" includes all stilling wells and structure, including cableways and equipment, used in the operation and maintenance of the monitoring site.

Landowner Ridgeland-Claude Deau Airport
Address P.O. Box 653, 134 Airport Road, Ridgeland, SC 29936
Telephone Number (843) 547-8380

USGS Water Science Director Engel, Victor C.
Address 1770 Corporate Drive, Suite 500, Norcross, GA 30093
Telephone Number (678)924-6700

USGS Project Chief Smith, Whitney Rushing
Telephone Number (803)504-4033

U.S. Geological Survey Signature/Date **WHITNEY SMITH** Digitally signed by
WHITNEY SMITH
Date: 2023.01.17
07:03:25 -05'00'

Landowner Signature/Date _____

As consideration for the rights and privileges granted herein, the USGS will pay the landowner the sum of \$0.0 upon presentation of a bill, subject to the availability of appropriations by the Congress.

Landowner	Ridgeland-Claude Deau Airport
Address	P.O. Box 653, 134 Airport Road, Ridgeland, SC 29936
Telephone Number	(843) 547-8380
USGS Water Science Director	Engel, Victor C.
Address	1770 Corporate Drive, Suite 500, Norcross, GA 30093
Telephone Number	(678)924-6700
USGS Project Chief	Smith, Whitney Rushing
Telephone Number	(803)504-4033

U.S. Geological Survey
Signature/Date

Landowner Signature/Date

WHITNEY SMITH Digitally signed by
WHITNEY SMITH
Date: 2023.01.17
07:03:05 -05'00'

Notary Seal:





AGENDA ITEM:

XII

New Business item E



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA, CGFO
Director, Administrative Services Division
kburgessr@jaspercountysc.gov

Jasper County Council C. Merrill Construction Company, Inc. Contract Change Order #8 Marsh Cove Fire Station

Meeting Date:	February 6, 2023
Subject:	Presentation of Contract Change Order No. 8—Provide labor, material equipment and supervision to change wire size to accommodate fire pump house in the amount of \$7,849 for Marsh Cove Fire Station.
Recommendation:	Accept C. Merrill Construction Co., Inc. contract change order no. 8 which is an increase of \$7,849 conditioned upon the architect approving the change order in writing, including the pricing and request for additional completion days; and reserving any rights or claims for damages under the contract, including claims for delays in completing the project, quality issues, or otherwise and authorize the County Administrator to execute the change order.
Submitted for:	Acceptance of C. Merrill Construction Co., Inc. contract change order no. 8 which is an increase of \$7,849 conditioned upon the architect approving the change order in writing, including the pricing and request for additional completion days; and reserving any rights or claims for damages under the contract, including claims for delays in completing the project, quality issues, or otherwise and authorize the County Administrator to execute the change order.

Description: The purpose of the C. Merrill Construction Co, Inc. contract change order no. 8 is to provide and install a new 200/3 service to fire pump house per the Architect. The total cost of the new service per the change order is \$13,754. However, C. Merrill Construction Co., Inc. has provided a credit for seeding versus sod in the amount of \$5,905 which reduces the contract change order to a total of \$7,849.

Recommendation: Staff recommends that the Council accept C. Merrill Construction Co., Inc.'s contract change order no. 8 which is an increase of \$7,849 conditioned upon the architect approving the change order in writing, including the pricing and request for additional completion days; and reserving any rights or claims for damages under the contract, including claims for delays in completing the project, quality issues, or otherwise and authorize the County Administrator to execute the change order.

Attachments:
Form RD 1924-7 Contract Change Order No. 8

Form RD 1924-7
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT AND
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

ORDER NO. 008
DATE JAN 18, 2023
STATE SOUTH CAROLINA
COUNTY JASPER

CONTRACT FOR MARSH COVE FIRE STATION

OWNER JASPER COUNTY

To C. MERRILL CONSTRUCTION

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
PROVIDE LABOR, MATERIAL, EQUIPMENT AND SUPERVISION TO CHANGE WIRE SIZE TO ACCOMODATE FIRE PUMP HOUSE	\$ 0	\$ 7,849
TOTALS	\$ 0	\$ 7,849
<u>NET CHANGE IN CONTRACT PRICE</u>	\$ 0	\$ 7,849

JUSTIFICATION:

WIRE SIZE INCREASE TO ACCOMODATE FIRE SUPPRESSION EQUIPMENT

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: SEVEN THOUSAND EIGHT HUNDRED AND FORTY NINE DOLLARS Dollars (\$ 7,849.00).

The Contract Total Including this and previous Change Orders Will Be: ONE MM EIGHT HUNDRED EIGHTY SIX NINE HUNDRED EIGHTY SEVEN Dollars (\$ 1,886,987.00).

The Contract Period Provided for Completion Will Be 14 (Increased) (Decreased) (Unchanged) Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ (Owner)

(Date)

Recommended _____ (Owner's Architect Engineers)

(Date)

Accepted _____ (Contractor)

1/18/2023
(Date)

Approved by Agency _____ (Name and Title)

(Date)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, STOP 7602, 1400 Independence Avenue, S.W., Washington, D.C. 20250-2022. Please do NOT RETURN this form to this address. Forward to the local USDA office only. You are not required to respond to this collection of information unless it displays a current valid OMB control number.



Woods Dendy Architects, LLC

**893 Grays Highway
Ridgeland, SC 29936
P 843-726-6730**

January 23, 2023

**Jessica Dally
Lowcountry COG**

CC: Tina Thomas, CDGB Grants Administrator

**Ref:
Marsh Cove Fire Station
4820 Low Country Dr.
Ridgeland, SC. 29936**

Dear Jessica,

Attached is our contractors change order that will be change order #8. We are requesting a simultaneous review by Low Country and CDBG to prevent a delay in the completion of the project. The change order will be a add of \$7,849 are reasonable costs and within market value.

The scope of work includes an increase in electrical wire size to accommodate the current fire suppression equipment with the pump house.

If you have any questions, you may contact me at our office.

Regards,

**Thomas Henry
Woods Dendy Architects, LLC
893 Grays Highway
Ridgeland, SC 29936
O: (843)726-6730**



C. MERRILL CONSTRUCTION

9521 Hwy 301 South
Statesboro, Georgia 30458
Phone: (912) 988-8934

INITIATED BY:

- OWNER
- CONSTRUCTION MANGER
- ARCHITECT XX
- CONTRACTOR

CHANGE ORDER

OWNER:

Marsh Cove Fire Station
4820 Low Country Drive
Ridgeland, SC 29936

CHANGE ORDER NO: C2101 -010 REV -2
DATE: January 17, 2023 C2101
PROJECT NOS: Marsh Cove Fire Station
CONTRACT FOR:
CONTRACT DATE: November 25th, 2020

TO CONTRACTOR:

C. Merrill Construction, LLC
9521 Hwy 301 South
Statesboro, GA 30458

You are hereby directed to make the following change(s) in this Contract:

COR-010 Removes the previous credit of \$5,905 for the seeding versus sod. It also cover the cost increase of the power feed to the fire pump house made by Kayton Smith on 1/9/23.

ATTACHMENTS INCLUDED:

ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
Lump sum increase of \$ 7,849.00
Unit Price of \$ _____ per _____
Design Fee of \$ _____
Total: 7,849.00
2. The Contract Time is proposed to remain unchanged. The proposed adjustment, if any, is (an increase of 14 days)

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.



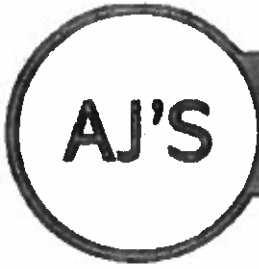
CONTRACTOR
C. Merrill Construction, LLC
Address
9521 Hwy 301 S. Statesboro, GA
By JEFF MAY
Date January 17, 2023

When signed by the Owner, Construction Manager and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Jasper County Council
OWNER
1509 Grays Hwy, Ridgeland, SC
Address
By Kimberly Burgess
Date _____

N/A
CONSTRUCTION MANAGER
Address
By _____
Date _____

Woods Dendy Architects, LLC
ARCHITECT
893 Grays Hwy, Ridgeland, SC
Address
By Thomas Henry
Date _____



AJ'S ELECTRICAL SPECIALIST

10000 E. 12th Ave. #100
Denver, CO 80231
303.751.1234
www.ajspecialist.com

CHANGE ORDER

Date	Change Order #
1/11/2023	FPH

C. MERRILL CONSTRUCTION

We are a Minority owned Company

Project
MARSH COVE FIRE STATION

Description	Total
Provide and install new 200/3 service to fire pump house per the Architect Material - \$9,344.00 Eq Rental- \$1,050.00 Labor- \$2,400.00	\$12794.00

**Exclusion: No dumpster fees. No cut / patch. No conduit painting. No fire caulking. No core drilling.	Total	\$12,794.00
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*** Any and / or all change orders must be agreed upon and signed by job owner/authorized agent before work begins.

DATE: _____ SIGNATURE: _____

jonmarshall.jmselectrical@gmail.com <jonmarshall.jmselectrical@gmail.com>
To: Jeff May <jfmay@cmerrillconstruction.com>
Cc: Jon Sauts <JMSauts@jmselectricalinc.com>

Tue, Jan 17, 2023 at 10:19 AM

Mr. Jeff,

Below is the complete breakdown of the change order. I did not charge one cent of overhead or profit. This change order is straight cost. Essentially, the owners are paying exactly what we are paying.

(4) runs of 4/0 copper at 350ft- \$7,350.00
(1) run of #4 copper ground at 350ft- \$452.00
2 1/2" PVC at 330ft- \$1,542.00
Equipment Rental- \$1,050.00
Labor- \$2,400.00

Total- \$12,794.00

Thank you,

Joe Marshall Sauts Jr.

Estimator/Project Manager

JMS Electrical Contracting/AJ's Electrical Specialists

GA & SC licensed and insured

Office: 912-295-5411

Personal: 912-856-3612

Email: jonmarshall.jmselectrical@gmail.com

[Quoted text hidden]

1/11/23, 9:32 AM

Chris Merrill Construction Mail - Marsh Cove Fire Station



Jeff May <jeff@cmerrillconstruction.com>

Marsh Cove Fire Station

7 messages

jonmarshall.jmselectrical@gmail.com <jonmarshall.jmselectrical@gmail.com>

Mon, Sep 26, 2022 at 10:24 AM

To: Christi Bailegh <christi@cmerrillconstruction.com>

Cc: Jeff May <jeff@cmerrillconstruction.com>

Hello,

While JMS was ordering the wire for the panels we came across some discrepancies on the drawings. Panel A calls for a 600A main breaker but the wire that was designed to feed Panel A is only good for 400A.

Also. The pump house panel calls for 200A main breaker but the wire designed to feed this panel is only good for 125A.

I need you to put in an RFI asking whether the owners want us to produce a change order for running the correct conduit and wire to meet the power requirements of these two panels or if the owner would be ok with replacing the existing main breakers with breakers that will match the power being produced by the specified wire?

I would recommend the latter as neither of those panels would need more than the amount of power being produced by the specified wire.

Thank you,

Jon Marshall Saults Jr.

Estimator/Project Manager

JMS Electrical Contracting/AJ's Electrical Specialists

Serving all your electrical needs.

Quality Guaranteed

Over 20 years Experience

GA & SC licensed and insured

Office: 912-295-5411

Personal: 912-856-3612

Email: jonmarshall.jmselectrical@gmail.com



January 8, 2023

RE: Marsh Cove Fire Station

Having recently received the missing electrical load information for Panel B the total load was calculated. Only then could the voltage-drop driven wire size be calculated.

The result is that the feeder wiring from Panel M branch circuit breaker (200/3) to Panel B should be: Copper conductor 4#4/0, 1#4 ground installed in one 2.5" conduit.

**A Division of SAV Engineering, Inc.
117 Oglethorpe Professional Court • Suite 3 • Savannah • Georgia • 31406
Telephone: (912) 354-5249 Facsimile: (912) 352-8429**

AGENDA ITEM:

XII

New Business item F



Jasper County Finance Department

358 Third Avenue, Post Office Box 1149
Ridgeland, South Carolina 29936
Phone (843) 717-3692 Fax (843) 717-3626

Kimberly Burgess, CPA, CGFO
Director, Administrative Services Division
kburgess@jaspercountysc.gov

Jasper County Council Thomas & Hutton Engineering Co. Contract Addendum #7 Marsh Cove Fire Station

Meeting Date:	February 6, 2023
Subject:	Presentation of Contract Addendum No. 7—Continuing services of Thomas & Hutton Engineering Co. for Marsh Cove Fire Station in the amount of \$7,500.
Recommendation:	Accept Thomas & Hutton Engineering Co. Contract Addendum No. 7 which is an increase of \$7,500 and authorize the County Administrator to execute the change order.
Submitted for:	Acceptance of Thomas & Hutton Engineering Co., Contract Addendum No. 7, and authorization of the County Administrator to execute the addendum.

Description: Thomas & Hutton Engineering Co. provides construction observation for the Marsh Cove Fire Station, and as such the County has an agreement with Thomas & Hutton Engineering Co., that coincides with the construction progress of the fire station. The construction period for the fire station has been extended and therefore the agreement with Thomas & Hutton Engineering Co. must be extended as well. The increase in the contract amount is \$7,500 for an additional 8 weeks of observation.

Recommendation: Staff recommends that the Council accept Contract Addendum No. 7 from Thomas & Hutton Engineering Co., in the amount of \$7,500 and authorize the County Administrator to execute the Addendum.

Attachments:

Thomas & Hutton Engineering Co. Contract Addendum No. 7

**MARSH COVE FIRE STATION
JASPER COUNTY, SOUTH CAROLINA**

CONTRACT ADDENDUM #7

ADDENDUM # 7 **DATE** 1/13/2023

ADDENDUM TO CONTRACT NO. 25473.0007 **DATE** 4/3/2018

PROJECT: MARSH COVE FIRE STATION

Jasper County Council (Owner) and Thomas & Hutton Engineering Co. (Consultant or Thomas & Hutton) this thirteenth day of January 2023, amend their contract dated April 3, 2018 for work, materials, or services described below.

SCOPE OF WORK:

Due to a construction schedule that has exceeded the originally agreed upon timeframe of 8 weeks for the Construction Observation Phase, Thomas & Hutton will extend the current budget for that phase as follows:

Construction Observation Phase

During the remaining course of construction, the Consultant will provide the following services:

- Review material data, shop drawings, and construction schedules provided by the Contractor.
- Provide construction observation and monitoring to ascertain that the work is in substantial conformance with the contract documents and with the design intent. The fee for this task assumes ten (10) weeks of additional construction schedule with five (5) hours of construction monitoring per week.

Construction observation and monitoring does not include exhaustive or continuous on-site inspections to check the quality or quantity of the Contractor's work. However, it does include visits to the project site at intervals appropriate to the various stages of construction to review general compliance with approved plans and specifications. Such visits and observations shall not require Consultant to assume responsibilities for the means and methods of construction, nor for safety measures or conditions on the job site. Both parties understand that the Contractor has notification requirements at specific intervals of the construction process. Consultant does not provide accessibility construction compliance verification. This service can be provided at the request of the Owner with specific scopes and fees.

The Consultant provides construction services as defined above for the work designed by the Consultant. Other construction work that may occur on site is the responsibility of other design professionals or the Owner and expressly not the responsibility of the Consultant.


We propose the original agreement fees be adjusted as follows:

<u>Phase</u>	<u>Fee Structure</u>	<u>Time & Expense Budget</u>
Construction Observation:	Time & Expense (Budget)	\$ 7,500.00

____ Owner's Initials

____ Consultant's Initials

Mr. Andrew Fulghum, ICMA-CM
Jasper County Administrator
January 13, 2023
Page 2

APPROVED: 

THOMAS & HUTTON ENGINEERING CO.

By: Kevin M. Smith

Title: Principal

Date: 1/13/2023

APPROVED: _____

JASPER COUNTY

By: Mr. Andrew Fulghum

Title: Jasper County Administrator

Date: _____

____ Owner's Initials

____ Consultant's Initials

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 February 6, 2023

1. **Port Royal Sound Foundation (PRSF):**
I had the pleasure of attending the State of the Sound Symposium on Jan. 23. I encourage you to look at the 2022 Port Royal Sound Environmental Quality Assessment report which is available on the PRSF website.
2. **County-wide Impact Fee Study:**
I will provide a brief update on the status of this project.
3. **SCAC Policy Positions for the 2023 Session:**
You should have received a copy of this publication. It would be helpful if you read through the material presented in the report prior to attending the SCAC Legislative Day on Feb. 22.
4. **Draft List of Major Decision Points for County Council in the Next Twelve Months:**
Seeking Council direction on workshop(s) to move through a review of items as soon as possible.

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

DRAFT

Major Decision Points for County Council in the Next Twelve Months

Establish Funding Request Priorities- It is that time of the year again. County staff must inform elected officials at the State and Federal level of the Council's funding requests and pursue grant funding opportunities. Projects on last year's list may need to change, and County staff need to be sure that requests match the County Council's priorities and expectations.

County-wide Impact Fees – A study is concluding which will identify proposed impact fees for emergency medical services, fire, parks & recreation, road improvements, and school infrastructure needs. Council will have to decide if they plan to adopt the fees to be assessed on all new development.

2024 Transportation Sales Tax Projects – Staff has prepared a list of over \$500 million worth of road improvement projects needed over the next twenty (20) years. Council will have to identify and prioritize projects to be included in the 2024 Transportation Sales Tax Referendum.

Levy Volunteer Fire Department (LVFD) - Transition LVFD volunteers to County volunteers. Transition LVFD owned property and equipment to County owned property and equipment. Council will have to ultimately agree on the final transition plan and supporting documents.

Tax Collection Agreement with the Municipalities – Currently, there are no written agreements between the County and the municipalities setting out the terms of how the County is collecting taxes for the municipalities. The County is required to have written agreements with the municipalities. Council will ultimately have to decide the level of service the County will provide in this area and what compensation the County will require to continue this practice.

Capital Improvement Plan for Facilities – The initial, "2023 Capital Improvement and Investment Plan" identifies 11 needed projects totaling \$85.8 million. Council will need to review, add, amend, subtract, and prioritize projects and agree on proposed funding scenario(s) to complete the projects.

Conservation Efforts – There has been much work of late from the conservation community to educate the public about the need to protect our waterways when considering new development proposals. Is it the Council's desire to endorse conservation efforts and/or develop a conservation program or strategy? If so, how so?

Jasper Ocean Terminal (JOT) - Staff will be seeking policy direction from Council on a new strategy now that the previously unsuccessful assignment/assumption effort has concluded and there appears to be no progress.

Exit 3-

Council will need to provide policy direction re: MID participation level, borrowing limits, and bid results.

Solid Waste Issues – Council will need to provide policy direction on potential outsourcing of hauling function, potential early renewal of Solid Waste Disposal Agreement with Waste Management, and the potential renewal of the County's Solid Waste Management Plan.

Ridgeland-Claude Dean Airport- Council will need to adopt another form of lease, provide policy direction to staff re: proposed turf runway, approve amendments to the existing ordinance defining the Jasper County Aeronautics Commission, and provide direction to staff as to how the Council's decisions should be communicated to airport tenants and the local pilot community.

Current County Owned and/or County Maintained Roads within Municipal Boundaries- Currently, there are a number of roads that are either County-owned or County-maintained and located with the municipal boundaries of the City of Hardeeville and the Town of Ridgeland. The County does not need to maintain the maintenance responsibility for those roads yet continues to provide current level maintenance in contrast to a 2016 Attorney General opinion. Council must develop County policy, adopt a policy, and communicate the policy to the municipalities.

Broad River Area Regional Planning Efforts with Neighboring Jurisdictions & Community Stakeholders- Council will need to frame the scope of the planning effort and ultimately approve a budget for this effort. Effort will need to involve intergovernmental agreement(s), identification of stakeholders, and selection of consulting resource(s).



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 January 18, 2023 – February 6, 2023

1. **South Carolina City and County Management Association (SCCCMA):**
Attended winter meeting on Kiawah Island, SC Jan. 19-21.
2. **South Carolina Association of Counties (SCAC) Insurance Trust:**
Attended annual meeting on Hilton Head Island, SC Jan. 24-25.
3. **County-wide Impact Fee Study:**
Met with consultant, consulting engineer, County, City, and Town staff on Jan. 30.
Will provide a status update at your meeting on Feb. 6.
4. **Consulting, Lobbying, and Grant Writing Services:**
Conferred with Ms. Rath on legislative issues and funding opportunities. Ms. Rath
to provide legislative update to County Council at your meeting on Feb. 6.
5. **Affordable Housing:**
Toured May River Village in Bluffton on Jan. 26.
6. **Transportation Sales Tax Program:**
Met with Ridgeland Town Administrator on Jan. 26 and discussed Exit 21 project.
7. **Various Development Projects:**
Attended meetings with County staff, SCA staff, and outside counsel on Jan. 18,
25, and Feb. 1 to discuss active economic development projects. Reviewed updated
legal description correspondence for FILOT agreement with CP Hardeeville, LLC and
forwarded copies to the County Attorney, Assessor, and Clerk to Council. Met with
Beaufort County staff and Town of Ridgeland staff on Jan. 30 to discuss
development proposals in the Broad River/Beaufort River/Port Royal Sound Basin.
8. **Exit 3 Project:**
Schedule to attend a virtual meeting with outside counsel on Feb. 2 for status
update.

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

Port Royal Sound Foundation (PRSF) State of the Sound Symposium on Jan. 23
and wake for Mr. Leroy Sneed on Jan. 23.

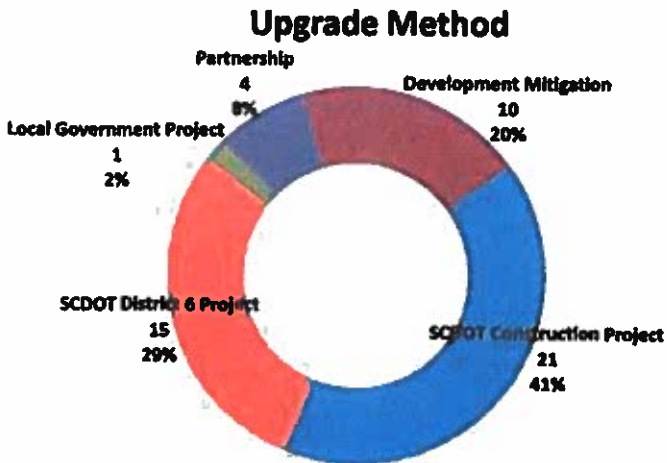
PROJECT: 700 CROSSWALKS

— 2022 UPDATE —



2022 STATUS UPDATE

The theme of 2022 was an ever-increasing cost of construction for pedestrian upgrades and a lack of contractor availability. Believe it or not, signal contractors were turning down work for several months due to their workload! Despite that, we were able to complete 51 crosswalk upgrades in 2022. We finally broke free of this issue late in the year, and already have over 50 under construction as of the start of 2023, with many more “shovel-ready” designs complete. In all, 256 additional crosswalks are in the planning, design, or construction phase, and for those keeping count, 288 crosswalks have been upgraded since 2019.



PROJECT CONTACT

Josh Johnson, PE, PTOE
District Six Traffic Engineer
(843) 746-6719

WHAT IS PROJECT: 700 CROSSWALKS?

Project: 700 Crosswalks is an initiative by South Carolina Department of Transportation (SCDOT) District Six to upgrade and/or install 700 crosswalks over seven years at signalized intersections across Beaufort, Berkeley, Charleston, Colleton, Dorchester, and Jasper counties. This effort ranges from installing new signalized crosswalks with pushbuttons and pedestrian heads where none currently exist to upgrading pedestrian ramps, pushbuttons, and signals to the latest standards. Through this effort, SCDOT plans to install or upgrade 700 crosswalks by the end of 2025.



Fourteen crosswalks were installed or upgraded in Goose Creek as part of the US 176 Safety Project. These crosswalks include the added enhancement of high-visibility markings.

HOW CAN LOCAL GOVERNMENTS HELP?

Partnerships between SCDOT and local governments are critical to the success of Project: 700 Crosswalks. Reach out to SCDOT District Six Traffic Engineer, Josh Johnson, to discuss opportunities.



South Carolina
Department of Transportation