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To Participate in Public Comment, please email to comments@jaspercountysc.gov or mail to Attn: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. To be called for public Comment, please email at the mentioned email address. ***Public Comments must be submitted by Monday, August 16, 2021 at 3:00pm.***

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

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



**JASPER COUNTY COUNCIL
VIRTUAL MEETING**

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

**August 16, 2021
AGENDA**

4:00 PM

Workshop:

David Tedder – Review County Road ordinance and requirements.

5:00 P.M.

I. Call to Order by Chairwoman Barbara B. Clark

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

II. Executive Session

SECTION 30-4-70. Meetings which may be closed; procedure; circumvention of chapter; disruption of meeting; executive sessions of General Assembly.

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

(1) Discussion of employment, appointment, compensation, promotion, demotion, discipline, or release of an employee, a student, or a person regulated by a public body or the appointment of a person to a public body – [County Administrator](#)

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to a pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [Exit 3](#); [Nickel Plate MCIP](#); [Jasper Ocean Terminal \(JOT\)](#); [Carolina Metal Castings](#); [Brown v Jasper County et al](#); [Hwy 170 IGA](#); [TMS# 087-00-04-003](#)

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

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

6:30 P.M.

III. Return to Open Session

IV. Pledge of Allegiance

V. Invocation

VI. Approval of Agenda

VII. Approval of the Minutes of 06.07.2021:

VIII. Presentation:

Danny Black, President and CEO of Southern Carolina Alliance presenting on the Sherwood Tract.

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

**Please submit Public Comments via email at comments@jaspercountysc.gov or via US Mail at Attention: Clerk to Council P.O. Box 1149 Ridgeland, SC 29936. If you would like to be contacted by phone during Open Floor, please email your name, address and phone number to the email address listed above.*

X. Resolutions:

A. **David Tedder** - Resolution # 2021-16 amending the employment agreement between Jasper County and Andrew P. Fulghum

B. **Andrew Fulghum** - Resolution # 2021-17 to declare certain property to be surplus and authorize its sale or disposition – School District used vehicle.

XI. Ordinances:

A. **Lisa Wagner** – **3rd Reading** of Ordinance # 2021-22 to amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 084-00-02-065 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map – 358 Chippa Willow Road.

B. Lisa Wagner - Consideration of the 1st Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 063-38-01-013 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map – 76 Sweet William Road.

C: Andrew Fulghum - Public Hearing and 3rd reading of Ordinance # [2021-23](#) Authorizing (1) The Execution and Delivery of a Fee In Lieu Of Tax And Incentive Agreement by and between Jasper County, South Carolina (The “County”), a Company Known to the County as Palmetto Electric Cooperative Inc., Acting for Itself, One or More Affiliates, and/or Other Project Sponsors(Collectively, The “Company”), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees In Lieu Of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (The “Project”); and (2) Other Matters Relating Thereto. (formerly known as Project Lite)

D: Andrew Fulghum – 2nd reading of Ordinance # [2021-24](#) to adopt a new organizational chart.

XII. New Business:

A. Chief Russell Wells – COVID update

XIII. Old Business:

A. Kimberly Burgess - Consideration of proposed expenditure of CSLFRF (Coronavirus State and Local Fiscal Recovery Funds).

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:

Workshop

4:00 P.M.

AGENDA ITEM:

Workshop

Review of County Road
ordinance and requirements

David Tedder

53/2



201800005095 12/06/2018 AT 03:47 PM
OR Book 0991 Page 0538 - 0590
Filed for Record in JASPER COUNTY ROD
Ordinances Fee: \$0.00

STATE OF SOUTH C
COUNTY OF JASPER
ORDINANCE # 2018-07

AN ORDINANCE OF JASPER COUNTY COUNCIL

To Amend the Jasper County Code of Ordinances by amending (1), Article II of Chapter 25 (*Streets, Sidewalks and Other Public Places*); and (2), amending several Articles of Appendix B, *Land Development Regulations*), including (a), Article 2 (*Applications to Develop or Alter the Use of Land*); (b), Article 3, (*Site Plan Requirements*); (c), Article 4 (*Subdivision Plat Requirements*); (d), Article 5, (*Financial Security Requirements*); (e), Article 7 (*Road Classification and Design Standards*); and (f), Article 8 (*General Subdivision Design Standards*) so as to amend these Articles to remove certain inconsistencies or ambiguities regarding road and drive standards; provide for a better system of processing encroachment permits from the County onto County owned or maintained roads, with related standards for such; to provide for revisions to the ordinance sections providing for private road agreements in subdivisions to ensure adequate funding for maintenance and repair; provide for consistent intersection and curb cut separations; reduce the total number of lots allowed as a Minor Subdivision from ten to four, including the remainder of the original parcel; clarify the prohibition on utilizing serial subdivisions to avoid the requirements for a Major Subdivision; and matters related thereto.

WHEREAS, an examination of the Code of Ordinances has revealed certain inconsistencies and ambiguities between Chapter 25, (*Streets, Sidewalks and Other Public Places*) and Appendix B, (*Land Development Regulations*); and

WHEREAS, certain of the existing ordinances are in need of updating to reflect present day circumstances, trends and certain issues which have developed after their initial adoption; and

WHEREAS, Jasper County Council desires to remedy this by enacting certain amendments to, among other things, provide a better system for ensuring that subdivisions proposing to utilize private roads create and fund property owner associations with restrictive covenants that will more consistently have adequate funding for maintenance and repair; provide for adequate drive and road separations along County and State roads and highways; and reducing the

number of new lots that can be created using the "minor subdivision" procedures and standards;

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

1. The above premises are incorporated as findings by the Council.
2. Chapter 25 (*Streets, Sidewalks and Other Public Places*) of the Code of Ordinances is amended by deleting the existing Article II in its entirety, and substituting the attached Chapter 25, Article II in its stead; further, Article III, *Naming and Addressing of Roads*, is amended by deleting the existing Article III and substituting the attached Article III in its stead.
3. Article 2, *Applications to Develop or Alter the Use of Land* as contained in Appendix B of the Jasper County Code of Ordinances, *Land Development Regulations*, is amended in the following particulars:
 - a. Section 2.1 is amended by changing the initial wording of subsection 2.1.1 to read: "An exempt subdivision is one which meets one of the following definitions and are included only for the purpose of requiring notification and information to the authorized designee of the Planning Commission, the DSR. The DSR shall be notified by the owner about the exemption, and the plat shall be recorded with the Register of Deeds identifying the exemption from the County's subdivision standards."
 - b. Section 2.1.1 is further amended by deleting subsections (b) and (c), and substituting the following subsections (b) through (g):
 - (b) The division of land into parcels of five acres or more where each parcel abuts an existing road right-of-way or access easement recorded prior to January 1, 2018.

(c) The combination or recombination of entire lots of record where no new street or change in existing streets is involved;

(d) The division of land into parcels for conveyance to other persons through the provisions of a will or similar document, and in the settlement of an intestate's estate or as determined by an order of a court of competent jurisdiction;

(e) Property trades or swaps between immediately adjacent landowners not resulting in the creation of new parcels of record;

(f) Division of land for the purpose of sale or transfer to an immediately adjacent landowner for the sole purpose of enlarging the adjacent landowner's property, and not resulting in the creation of new parcels, or the creation of new nonconforming parcels;

(g) The recordation of a plat of land or property for purposes other than the sale or transfer of title to land including the following:

i. The creation or termination of leases, easements, or liens;

ii. The creation or termination of mortgages on existing parcels of record, approved subdivisions or commercial projects, partly or undeveloped land;

iii. Lot line corrections on existing recorded properties;

iv. The creation, termination or amendment of private covenants or restrictions on land; and

v. A transfer of title to land not involving the division of land into parcels.

- c. Section 2.1.2 is amended by changing the first sentence of Section 2.1.2 to read: *“Minor Subdivision.* Is a subdivision that involves the division of a tract of land into not more than four separate lots or parcels, including the remainder of the original parcel, within a five year period of the last subdivision of the tract or portion thereof.”

- d. Section 2.1.2(b) is amended so as to make the sentence read "Proposed lots front on an road existing as of January 1, 2018 which is sufficiently improved (See Section 7.1 of Appendix B of the Code of Ordinances of Jasper County and Section 25-41(b) of the Code of Ordinances regarding subdivisions of lots accessing private roads) such that an encroachment permit (See Section 25.91 of the Code of Ordinances of Jasper County) and building permit can be issued to construct a building on each lot; and to amend Section 2.1.2(c) so as to make the sentence read, "No new streets or roads are created, except as provided for in Section 7 of the Jasper County Land Development Regulations.
- e. Section 2.1.2 is further amended by adding a new subsection 2.1.2(f) as follows:
- (f) For purposes of defining a minor subdivision, it is not a minor subdivision to subdivide a tract of land using Section 2.1.1 (b) hereinabove and thereafter, within a seven year period, further subdivide the exempt subdivision parcels so created into more than four lots in the aggregate; i.e., it is not a minor subdivision to subdivide an eleven acre parcel into two parcels of five acres or more, and then subsequently further subdivide the two parcels so created into more than four lots within a seven year period, except through the use of an otherwise available exemption. A subdivision into more than four lots in these circumstances shall be a major subdivision.
- f. Section 2.1.2 is further amended by adding a new subsection 2.1.2(g) as follows:
- (g) A minor subdivision application shall include an Encroachment Permit from the State or County, as appropriate (See Section 25.91 of the Code of Ordinances of Jasper County).
- g. Section 2.4, *Completeness*, is amended by adding a new subsection 2.4.7 as follows:
7. An Encroachment Permit from the State or County, as appropriate (See Section 25.91 of the Code of Ordinances of Jasper County, and

certification from the Fire Marshall that access to the subdivided lot(s) will be adequate to provide access for Emergency Services vehicles.”

- h. Section 2.6, *Exempt Subdivision*, is amended by adding to the end of the first sentence so as to make it read “This plat is exempt from the requirements of the Jasper County Land Development Regulations pursuant to Section (specify particular section) .”
- i. Section 2.7, *Minor Subdivision*, is amended by adding a new sentence at the end of the first paragraph reading as follows: “An Encroachment Permit from the State or County, as appropriate, shall also be submitted with plat; see Section 25.91 of the Code of Ordinances of Jasper County.”
- j. A new Section 2.13, *Information to be Included on Plats* is added as follows:

“In addition to the provisions of Section 2.12, The DSR may exempt subdivisions from the requirements of these regulations regarding the construction of roads only if the property is being transferred by will or intestate succession or forced division decreed by appropriate judicial authority. The subdivider must submit legal documentation satisfactory to the DSR in order to establish eligibility for this exemption. This exemption shall apply only to initial division of property, not to subsequent sale or further subdivision by the heirs, devisees, or transferees. Plats of subdivisions so exempted shall show an ingress/egress easement providing access to all parcels, and shall contain the following information:

 - a. Names of owners of each parcel being created; and
 - b. Purpose of the subdivision; and
 - c. A note stating that "ROAD ACCESS NOT PROVIDED"; and
 - d. A note stating "THESE LOTS/PARCELS MAY NOT BE TRANSFERRED, OR FURTHER SUBDIVIDED UNTIL ROAD ACCESS IS PROVIDED AND A REVISED PLAT IS APPROVED BY JASPER COUNTY".

e. Should the DSR exempt a proposed subdivision from the construction of the private roadway, the property shall also be exempt from delineation of jurisdictional and non-jurisdictional wetlands (for purposes of approving the plat for recordation only; this chapter shall not supersede any state and/or federal requirement for construction in, around or through a jurisdictional wetland or flood zone) and all requirements associated with the maintenance of the private road (a hold harmless agreement, establishing a system of continued maintenance, and establishing an escrow account for the maintenance of the private road); In the situation that a property owner requests exemption from road construction as outlined in this subsection, the property owner shall sign a statement that he/she understands that the proposed subdivision of land shall not be exempted from any other minimum standard set forth by county council through ordinance including any and all review fees, minimum lot size, etc.

4. Article 3, *Site Plan Requirements of Appendix B of the Code of Ordinances of Jasper County* is amended in the following particulars:

- a. Subsection 3.9(3) *Drives, Parking and Circulation*, is amended by adding two new final sentences as follows: " Individual lot or shared driveways longer than 150 feet from a publicly maintained street or road to the structure served shall require Fire Marshall approval to ensure emergency service vehicle access. Where adjacent properties are capable of future development, and in order to provide access between adjacent developments or subdivisions with having to resort to exiting one development or subdivision, travelling upon a federal, state or local government owned or maintained road or street, and then entering the adjacent development or subdivision from the road or street, side access between the developments or subdivisions should be preserved so that interconnectivity between them is provided. Shared access driveways on arterials should be used where possible to promote good traffic flow."

- b. Section 3.10 *Guaranties*, is amended to include a new second and third paragraph to subsection 3.10.A and a new subsection 3.10.B as follows: "Where the development or subdivision is to be served by private roads, the mechanism for the perpetual maintenance of private roads and the collection of funds for future maintenance shall be explicitly documented before the planning commission at the time of submission and recorded with the approved plat allowing lot sales in the form of restrictive covenants. All transactions involving properties accessed by said private road shall contain a copy of the private road maintenance provisions contained in the restrictive covenants. At a minimum, a process for collecting or creating a fund for future maintenance shall be documented in the covenants and restrictions affecting the parcels to use the private roads, and the planning commission shall require a property or homeowners association be formed and restrictive covenants and by-laws adopted and filed of record before issuing final approval for the subdivision and/or sale of lots. If the subdivision owner and/or developer is not required to pay assessments in like manner as the individual lot owners to which lots are sold by the subdivision owner and/or developer, provisions must be included to secure the availability for funds for maintenance in the event sufficient lots are not sold to third party lot owners to adequately fund the maintenance fund created under the covenants and property or homeowners association. Included in the submission to the Planning Commission shall be an estimate provided by a licensed South Carolina Professional Engineer of the maintenance costs for the roads, including the estimated cost of resurfacing/refurbishing after the expected life of the initial pavement, or as may be applicable, gravel surfacing, not to exceed a period of ten (10) years; the fund for future maintenance shall be designed so as to create a fund of no less than 125% of the estimated costs at time of resurfacing/refurbishing, as well as an ongoing fund to provide periodic maintenance and repair when predicted to be needed. Nothing contained herein shall be construed or interpreted as creating a responsibility or liability of the county or planning commission for the adequacy of the mechanism and/or amounts to be collected for maintenance.

Section 3.10.B *Guaranty of workmanship/materials*

- i. The subdivider/developer shall guarantee the completed roadways and drainage system improvements against defect in function, workmanship, and materials for two years following acceptance of such improvements under warranty.
- ii. The subdivider/developer shall furnish a cash bond, letter of credit, or other acceptable security with the county guaranteeing the maintenance of the improvements and/or correction of deficiencies during the warranty period.
- iii. The warranty period security shall be in an amount equal to 20 percent of the cost of the completed roadway and drainage system improvements.
- iv. The security shall empower the county to draw on the posted funds to correct deficiencies which the subdivider/developer does not correct in a timely manner."

5. Article 4, *Subdivision Plat Requirements*, is amended in the following particulars:

- a. Section 4.8, *Final major subdivision approval*, is amended by adding before the final sentence of the second paragraph the following sentence: "Adequate guaranties for the perpetual maintenance of private roads in accordance with Section 3.10 and filings of record of such documents as are required by the Land Development Regulations shall be received and approved by the DSR prior to final approval.
 - b. Section 4. 11, *maintenance of common areas*, is amended by restating the first sentence to read": "Membership rights and obligations related to common areas and private roads in a subdivision or Planned Development District, or providing access to the subdivision or PDD, shall be described in covenants running with the land."
 - c. References in Section 4.12 to "PDD" are amended to read "subdivision or PDD"
6. References in Section 5.2 and elsewhere within Appendix B to "bond" or bonds" shall be changed to "financial security instrument or instruments."

7. Section 5.8 is amended by adding at the end of the last sentence of the first paragraph the clause "through official action of County Council specifically accepting the offer of dedication to the County as a public street, which action may be taken by official written resolution setting forth any conditions of acceptance, such as completion of the infrastructure or providing financial security for the completion of infrastructure; provided however, that nothing herein shall create an obligation to accept such offer of dedication by the County, and the depiction of any street road or other right of way on a plat shall not be deemed to be an offer of dedication in and of itself, nor approval of the plat for recording or sale of lots be deemed an acceptance of such by the County."
8. Section 5.8 is further amended by amending the first sentence of the second paragraph to read: "... 2), the restrictive covenants providing for perpetual maintenance of the street and roads as required by Sections 3.10 and 4.8 of Appendix B of the Code of Ordinances of Jasper County have been executed properly by all required parties and are to be filed contemporaneously with the plat, and any financial requirements imposed to provide security for such have been satisfied;..."
9. Section 7.1, *Roadway classifications*, is amended by making the second sentence read "such approval shall be set forth in writing by the DSR stating whether said improvements are located within the corporate limits of the municipality or the unincorporated area of the county, and that such improvements were completed in accordance with standards and specifications."
10. The Table in Section 7.1 is amended to indicate that under the classification of "Private Responsibility of Landowner, Developer or HOA" the Minimum Pavement Section provides that an 8" stone base is only available for roads predicted to have no more than 50 trips per day in accordance with the International Traffic Engineers ("I.T.E.") Manual, and that developments or subdivisions predicted to have more than 50 trips per day must provide for a 2" Top over a 6" Stone Sub Base. Further, A Note shall be

added following the Table that provides that "In cases where access will serve subdivisions of not more than four lots, unless greater dimensions and standards are otherwise required by the adopted International Fire Codes applicable in Jasper County, or a lesser standard is allowable and approved by the Fire Marshall, the access may be provided by a shared driveway/street having a minimum 50 foot wide ingress/egress easement with a minimum travelway of 20 feet, with such travelway having at least a 6" stone base, and adequate storm drainage provided within the ingress/egress easement. The driveway/street shall be no longer than 500 feet in length, the developers must require and receive a hold harmless agreement and indemnification agreement signed by each landowner. These agreements shall be presented to and approved by the county attorney, or his designee, prior to final platting and shall operate to relieve the county of any liability or responsibility arising from the construction and use of the private street and/or drainage facility. This release shall be in favor of the county from any harm which may result from the use of the private street by adjoining landowners, visitors, or any user of the road, including the public at large. Each signed agreement will be recorded with the plat and reference shall be made as to the character of the road on the plat.

11. Section 7.3, *Private Roads*, is amended by adding a new paragraph as follows: "See Section 3.10 regarding guaranties, and Section 4.8 regarding filing restrictive covenants and by-laws of property owner associations.

12. A new Section 8.13, *Driveways and Road Access Management*, is added as follows:

Minimum separations between driveways and road accesses along county or state owned or maintained roads must be in conformity with the requirements of Section 3.10 of Appendix B of the Code of Ordinances of Jasper County, and must meet the minimum separations as set forth in the Table and Notes below:

Type of Road Driveways	Minimum Separation Between	Curb	Cuts	for	Roads	and
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Arterial	1,500 Feet
Minor Arterial	1,000 Feet
Major Collector	800 Feet
Minor Collector	400 Feet
Residential Sub-collector and Local Roads	200 Feet

Note 1. Street, driveway, or other access separation along county, state and federal highways shall be in accordance with the SCDOT, *Access and Roadside Management Standards*, unless greater separations requirements are set forth in this Table.

Note 2. To the maximum extent practical, lots fronting an arterial or major collector shall take access from an internal street, parallel frontage road, or rear alley. This avoids multiple lots with individual access along the existing public road frontage.

Note 3. If the topography of the site prevents access to lots using an internal street, parallel frontage road, or rear alley, shared access drives may be utilized in order to meet the above separation standards.

Note 4. Where existing conditions warrant, individual driveways and nonresidential curb cut spacing described in the Table above or the SCDOT *Access and Roadside Management Standards* may be varied by the Jasper County Planning Director upon the advice of the County's Traffic Engineer and Fire Marshall to provide essential site access where supported by an approved traffic impact analysis.

Note 5. Private lot driveways within subdivisions/Corner Lots

- A. Each proposed lot for residential use shall be so designed as to allow the development of a private driveway serving said lot. Such driveway shall be so located, designed and constructed as to provide a relatively level stopping space no less than 20 feet outside the street right-of-way.
- B. Vision clearance. Adequate vision clearance at the intersection of driveways with road right-of-way lines shall be provided. Vegetation, walls, street furniture, or other structures shall be prohibited between a height of two and one-half feet and ten feet for a distance of five feet removed from the right-of-way.
- C. Corner lots. Driveways of corner lots within subdivisions shall be located at least 30 feet from the point of intersection of local/private road right-of-way

lines, and the greater of the requirements of the South Carolina Department of Highways standards on State Roads, or 60 feet from the point of intersection of a collector road right-of-way line, and 120 feet from the point of intersection in the case of an arterial or collector road right-of-way line.

Note 6. Specific to Non-Residential Developments, the following additional design standards are to be followed:


- A. Access way linkages between adjacent, nonresidential development along the same public thoroughfare shall be provided, to the maximum extent practicable, for movement from one development to another without requiring a return to the public thoroughfare.
- B. Access ways, including those through parking lots designated for such movement shall be paved.
- C. Required Access linkages may include a driveway stub-out section when it is adjacent to vacant land, if that vacant land is located in a District allowing non-residential use and has not been developed as a residential lot or subdivision, or where it is determined the adjacent property will be developed as a nonresidential use (this requirement shall not apply where a frontage road system is planned or is in place.)
- D. See also Subsection 3.9(3) *Drives, Parking and Circulation*.

13. Provisions of ordinances previously adopted by County Council which are not consistent with the restrictions and requirements of this new Ordinance and its amendments to specific Chapters or Sections deemed superseded by this new Chapter, and this proviso shall be included in the codification of new Chapter 25 and Appendix B of the Code of Ordinances of Jasper County. Inadvertent failure to amend references to superseded or amended ordinances sections, or portions thereof, shall be deemed to refer to the correct references when such are clearly evident.

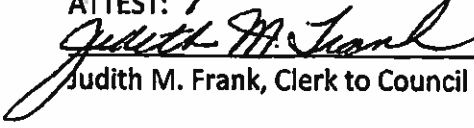
14. If any section, clause, paragraph, sentence or phrase of this ordinance, or the application thereof to any person or circumstances shall, for any reason, be held to be invalid or unconstitutional, such invalid section, clause, paragraph, sentence, phrase or application is hereby declared to be severable; 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.

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



D.T. Johnson, Jr., Chairman

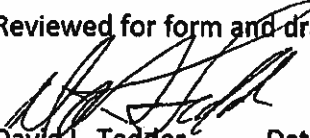
ATTEST:


Judith M. Frank, Clerk to Council

ORDINANCE 2018-07

First Reading: 03/05/2018
Second Reading: 04/02/2018
Public hearing: 04/02/2018
Adopted: 04/16/2018

Reviewed for form and draftsmanship by the Jasper County Attorney.


David L. Tedder Date: April 16, 2018

ARTICLE II. - 2018 OMNIBUS ROAD ORDINANCE FOR THE NAMING OF ROADS, THE MAINTENANCE OF EXISTING ROADS, THE ACCEPTANCE OF ROADS AND THE STANDARDS FOR ROAD CONSTRUCTION

DIVISION 1. - PURPOSE, AUTHORITY AND JURISDICTION

Sec. 25-26. - Authority and title.

This article is adopted under authority granted under S.C. Code of Laws, 1976, §§ 4-9-30 and 6-29-1110 through 6-29-1200, as amended. This article amends and replaces what is officially known as the "Jasper County, South Carolina, Omnibus Road Ordinance Providing for the Naming of Roads, the Maintenance of Existing Roads, the Acceptance of New Roads and the Standards for Road Construction" adopted on May 18, 1998 (the "1998 Road Ordinance"), and this revised article is officially known as the "Jasper County, South Carolina, 2018 Omnibus Road Ordinance Providing for the Naming of Roads, the Maintenance of Existing Roads, the Acceptance of New Roads and the Standards for Road Construction," and may be cited in the short form as the "Jasper County 2018 Road Ordinance".

Sec. 25-27. - Jurisdiction.

This article shall govern all matters related to roads which, by definition herein, are found to be subject to the jurisdiction of Jasper County, South Carolina.

Sec. 25-28. - Purpose.

The general purpose of this amended article is to refine and establish uniform criteria for the naming of roads, the maintenance of existing roads, the creation of new roads, and the standards for road construction within Jasper County, South Carolina, with the consolidation of certain of these standards into Appendix B of the Jasper County Code of Ordinances, and, among other things, insure the adequacy of procedures to provide for the efficient and economical application of the County's resources regarding roads. To that end, certain provisions regarding these matters are being removed from this Chapter and included in Appendix B of the Jasper County Code of Ordinances, thereby eliminating duplication, and in some instances conflicting provisions between the two. As a matter of convenience and historical perspective, sections of the original 1998 Road Ordinance which are being relocated may be noted herein as "intentionally deleted and moved to Appendix B of the Jasper County Code of Ordinances."

- (1) *Specific purpose.* As of the date of the original adoption of the 1998 Road Ordinance, Jasper County maintained 379 roads totaling 127.27 miles. Most of the 379 roads were considered unimproved as they were maintained, yet were constructed to no prevailing standard, were largely dirt in nature having no impermeable wearing surface, possessed no legally defined right-of-way and were maintained therefor in varying widths, accessed in many instances only one parcel of property, derived their maintenance due to historical imperative and no other valid reason, and were either unnamed or unsigned as to an approved road name. The 1998 Ordinance sought to provide a procedural vehicle whereby these roads could be addressed, their rights-of-way established, their names and signage identified, approved and catalogued, and the roadways themselves improved to better serve the public. Additionally, it was the specific purpose of the 1998 Road Ordinance to establish standards and procedures by which new roads may be incorporated into the county road system. The 1998 Road Ordinance specifically incorporated a Master List of Roads and map (1998 Master List) as maintained by the County dated June 1, 1998 as codified in section 25-41, defining "County Road," (1998 Ordinance Article 2, §2.0). A reproduction of that 1998 Master List is attached as Exhibit "B" and shall be recorded in the Register of Deeds Office for Jasper County.

- (2) Since the enactment of the 1998 Road Ordinance, there has been a significant lack of affirmative action by property owners to satisfy the compliance with the requirements for continued classification of a road as a "county road" as set forth therein, and therefore appropriate for the continued maintenance and expenditure of funds by the County. Nevertheless, the County continued to maintain many of these roads that had been traditionally maintained, albeit without recorded documentation of dedication and plats. It is the intent of these amendments to the 1998 Road Ordinance to introduce revisions to the procedures and requirements whereby these roads can be addressed, their rights-of-way established, their names and signage identified, approved and catalogued, and the roadways themselves improved to better serve the public. Additionally, it is the specific purpose of this ordinance to confirm and the standards and procedures by which new roads may be incorporated into the county road system.
- (3) Since the enactment of the 1998 Road Ordinance, land development and subdivision standards regarding roads and their appurtenances were included in Appendix B of the Jasper County Code of Ordinances, and certain duplications, ambiguities and conflicts were created which this Ordinance (2018-07) is intended to rectify.

Secs. 25-29—25-40. - Reserved.

DIVISION 2. - DEFINITIONS

Sec. 25-41. - Definitions.

Except where definitions are specifically included herein, or elsewhere specifically defined in the provisions, words in the text of this chapter shall be interpreted in accordance with the prevalent standard dictionary definition.

Parcel: A lot or contiguous lots under the same ownership.

Property owner: The legal or beneficial owner or owners of all the land proposed to be included in a development, or identified as a parcel.

Residence: A building or part of a building containing one or more dwelling units, including mobile homes and manufactured housing.

Right-of-way plan: The plan adopted by the Jasper County Planning Commission and incorporated into the comprehensive plan by County Council which defines and designates the various categories of roads within Jasper County according to potential right-of-way needs.

Road: The terms road, highway, street, avenue and the like shall be interchangeable as designators of vehicular by-ways providing access to individual parcels of property, and that pedestrian facilities, bridges, tunnels, viaducts, drainage structures and other appurtenances commonly considered as a component part of a road shall also be included in the definition of the term. A "road" shall be the physical embodiment of such a by-way irrespective of prior platting or planning.

- a. *County road:* Any road 1) maintained by the County under color of prescriptive easement or express dedication prior to June 1, 2002, which has continued to be maintained by the County since that date, and currently is maintained under the county road maintenance system, and 2) any new road to be constructed within the jurisdiction of the county, and dedicated for maintenance to the county, and specifically accepted by the County (see Section 5.8 of Appendix B of the Jasper County Code of Ordinances, and elsewhere regarding County acceptance of dedications), which is excess of 500 feet in length and accesses, or presupposes to access, four or more parcels of land under different ownership, unless such road is a part of the South Carolina State or federal system or highways or, by definition, a private road.
 - 1) The Master List of County Roads as maintained by the Department of Public Works, and the mapping of said roads compiled by the Lowcountry Council of Governments at the direction of Jasper County dated June 1, 1998, are made a part of this ordinance as

though copied herein. A reproduction of that list is being filed contemporaneously with this amendment in the Register of Deeds for Jasper County. Revisions to the 1998 list or the map since that date have been incorporated into the 2017 Master List of County Roads and 2017 map, which is attached as Exhibit "A" and likewise incorporated herein, made a part of this article, and shall be recorded in the Register of Deeds Office for Jasper County. These roads are "roads within the county system."

- b. *Private road:* No road shall be designated as a private road, unless:
- 1) In a new development, such proposed road is defined as such by action of the Jasper County Planning Commission upon its satisfaction as to the construction and perpetual maintenance of such road (See Appendix B, including Sections 3.10 and 7.3 of Appendix B of the Jasper County Code of Ordinances); or
 - 2) All the owners of property to be accessed by the private road agree to and sign an instrument and plat to be recorded in the Register of Deeds' Office for Jasper County which waives county responsibility for the maintenance of such road and provides for funding of private maintenance meeting the requirements of Section 3.10 of Appendix B of the Jasper County Code of Ordinances; or
 - 3) The road existed prior to June 1, 2002, and accessed three or more parcels of land under different ownership, but is not in the county, state, or federal road maintenance system. This type of private road shall not suffice as approved access for further subdivision of land.
 - 4) Any road existing prior to June 1, 2002, and accessing less than two parcels of land, and which is not in the county, state or federal road maintenance system, is considered a driveway under the provisions of this chapter, not a private road, and shall not be considered for maintenance under the terms hereof, nor shall such driveway suffice as approved access for further subdivision of land.
- c. *Road classifications:* Roads shall fall into one of the following classifications, and are generally based upon traffic volumes or usage. Common names for types of roads may also be referenced from time to time, such as cul-de-sacs, hammerheads, alleys, etc., and are merely sub-types of certain road classifications.
- 1) *Arterial or Minor Arterial.* See Section 7.1 of Appendix B of the Jasper County Code of Ordinances.
 - 2) *Major Collector or Minor Collector.* See Section 7.1 of Appendix B of the Jasper County Code of Ordinances.
 - 3) *Residential Sub-collector* See Section 7.1 of Appendix B of the Jasper County Code of Ordinances.
 - 4) *Residential Local.* See Section 7.1 of Appendix B of the Jasper County Code of Ordinances.
 - 5) *Non-Residential Zoned Commercial or Industrial.* See Section 7.1 of Appendix B of the Jasper County Code of Ordinances.

Road side ditch: A drainage appurtenance parallel to the sides of the travel surface of a road, which may be along one or both sides of the road and is contained within the right-of-way of said road; and which has as its primary functions the receipt of storm water runoff from the road surface, and/or the repository for subsurface drainage to keep water from accumulating beneath the road surface; and which may contain pipes of varying sizes. A road side ditch will be maintained as part of the road maintenance function. In no event shall a road side ditch be confused with or be considered a drainage canal, which has the function of effecting basin drainage, and is not therefore a maintenance responsibility associated with standard road maintenance activity (other than the connector from the road side ditch to the drainage canal).

Sec. 25-42. - Rules for construction of language.

- (a) The particular shall control the general.
- (b) In the case of any difference of meaning or implication between the text of this article and any caption, illustration, summary table, or illustrative table, the text shall control.
- (c) The word "shall" is always mandatory and not discretionary. The word "may" is permissive.
- (d) The word "building" or "structure" includes any part thereof.
- (e) Words used in the present tense shall include the future, and words used in the singular shall include the plural, and the plural the singular, unless the context clearly indicates the contrary.
- (f) All public officials, bodies, and agencies to which reference is made are those of Jasper County unless otherwise indicated.
- (g) The word "County" or "Jasper County" shall mean the area of jurisdiction of Jasper County, South Carolina, excluding all incorporated municipalities.

Secs. 25-43—25-55. - Reserved.

DIVISION 3. - EXISTING ROADS

Sec. 25-56. - Existing roads.

Existing roads fall into two categories: (1) those presently maintained by a governmental entity; for purposes of this article being either the state (including federal aid primary) or the county, and (2) those not presently maintained by any public entity. Roads in the latter category are classified as private roads according to the definition in section 25-41(b) of this article.

Sec. 25-57. - County maintained.

The County Department of Public Works is charged with the maintenance of roads in the county system. An inventory of roads, catalogued by number, shall be maintained by the department. Periodic maintenance shall be carried out by the department according to a schedule established by the director.

- (1) *Maintenance procedure.* Maintenance performed by the county on any road within its system shall include work on the road surface, attendant drainage, sign replacement, and any other ancillary activity which, in the aggregate, relates to the safe passage of vehicles upon the public roadways.
 - a. *Dirt roads.* County dirt roads shall be placed on a periodic schedule for scraping based on the amount and nature of vehicular traffic. Roads used by school buses in the course of their normal routes shall receive a higher priority rating for maintenance than roads not accessed by school buses; however, all roads shall be maintained in a passable manner.
 - b. *Paved roads.* County paved roads shall be maintained subsequent to a periodic visual inspection by the director of public works, or his official designee.
 - c. *Complaints.* Upon the receipt of a complaint wherein a road defect is noted, the Department of Public Works shall react within ten working days to either repair the defect or redirect traffic to avoid the defect until repairs can be made. Repairs which cannot be effected within 60 days from the notice of defect shall be brought to the attention of the

county council for resolution. In those instances where the cause of the road defect, such as a water leak or heavily laden truck or trailer traffic can be determined, the county shall make an effort to recoup the costs of the road repair from the person, firm or agency identified as having caused the defect.

- d. *Continuation of maintenance.* (i) The following notice was published from July, 2002 until March, 2002, as provided in the 1998 Road Ordinance:

"On July 1, 2002, the Jasper County Department of Public Works will no longer maintain roads which it has historically maintained without benefit of a dedicated right-of-way. Said right-of-way shall be voluntarily provided by all abutting property owners. In those cases where the property owners fail to dedicate a right-of-way, the county may elect to condemn land for the right-of-way, or seek a court order designating the right-of-way. The right-of-way for dirt roads in existence at the time of this ordinance shall encompass the present roadbed and ditches. In the event Jasper County needs additional right-of-way for upgrade and safety reasons, the request for additional right-of-way shall be handled on an as needed basis. For paved roads to be dedicated to the County, the right-of-way shall be at least fifty (50) feet. Additionally, all dead-end roads must be provided a turnaround right-of-way having a diameter of eighty (80) feet for a dirt road and one hundred (100) feet for a paved road. Said right-of-way shall be conveyed to the County by deed of easement with surveyed plat, or by other means acceptable to the County, prior to May 31, 2002. All such accepted dedications shall be recorded in the Office of the Clerk of Court prior to June 30, 2002. Inquiries may be directed to the Jasper County Department of Public Works at Post Office Box 1244, Ridgeland, South Carolina 29936, or telephone (843) 726-7740 Monday through Friday, 7:30 AM to 4:00 PM."

(ii) As noted above in Section 25-28(2), there have been very few roads formally dedicated and accepted under the process and requirements set forth in the 1998 Ordinance, but notwithstanding the declared intent to cease maintenance of those roads which did not comply, County maintenance continued. The 2017 Master List now contains a listing of roads which have been maintained continuously by the County as identified in the 1998 Master List since before September 1, 1997, and which the County has a colorable claim to a prescriptive easement for the maintained width (including ditches and appurtenances) for the required period of time (twenty years). It is the intention of the County to continue maintenance of these listed roads; provided, however, should a person with legal standing bring suit to enjoin the County from maintenance, disputing the width of the area claimed under the prescriptive easement, or should such roads become subject to a change of use by the users of such road, or significantly increase the maintenance requirements through increased traffic arising from new users, the County may cease maintenance on that road for all or such other smaller portion it may choose until the litigation is complete and the legal status of the claimed easement is fully and finally resolved by the court system, or other arrangements which are legally binding upon the parties to the dispute are executed and recorded. Furthermore, nothing herein shall be construed as a limitation on County Council to exercise its discretion to re-characterize roads shown on the 2017 Master List of Roads as private roads or driveways, and thereafter cease to maintain all or part of these roads, including the failure to have formal dedications, a limited number of users, length being less than 500 feet, or request of the property owners using the road or easement. Nothing herein shall be construed to prevent a person or entity to pursue abandonment of roads through the statutory procedure as set forth in the South Carolina Code of Laws.

- e. *Continuation of roads maintained less than twenty years; Cessation of maintenance.* Those roads historically maintained by the county as identified in the 1998 Master List, but which have not been continuously maintained for the requisite twenty years as of September 1, 2017 or for which a dedicated right-of-way was not provided to the county as per the

requirements of Section 2557-(1)(d) of the 1998 Road Ordinance, reprinted above, shall no longer be maintained by the county as of December 31, 2018, and shall be considered private roads. A sign indicating that these roads are private roads as per section 25-92 of this article shall be posted at its intersection with any publicly maintained road.

- f. **Reclassification of private road to public road.** In the case of roads for which there is not a dedicated right of way to the County, or less than twenty years of prescriptive use by the public and maintenance by the County, the roads may nevertheless be considered for reclassification by complying with the following terms and requesting acceptance by the County. A road and drainage right-of-way shall be voluntarily provided by all abutting property owners. In those cases where the property owners fail to dedicate a right-of-way, the county may elect to condemn land for the right-of-way, or seek a court order designating the right-of-way. The right-of-way for dirt roads in existence as of May 18, 1998, as memorialized in the 1998 Master List, or such other plat of record or deed shall encompass the roadbed and ditches in existence as of that date, and not be less than 50 feet in width nor 1,250 feet in length. In the event Jasper County needs additional right-of-way for upgrade and safety reasons, the request for additional right-of-way shall be handled on an as needed basis. For paved roads to be dedicated to the County, the right-of-way shall be at least fifty (50) feet wide and 1,250 feet in length. Additionally, all dead-end roads must be provided a turnaround right-of-way having a diameter of eighty (80) feet for a dirt road and one hundred (100) feet for a paved road, or a "hammerhead," both being designed in accordance with the International Fire Code (latest published and adopted edition in effect at time of a completed application, see Appendix D of the IFC), with each leg of the hammerhead being no longer in length from the perpendicular intersection with the road than allowed by the International Fire Code (IFC) design standards. Should the County, in its sole discretion, determine by resolution to accept the dedication, said right-of-way shall be conveyed to the County by deed of easement with surveyed plat, or by other means acceptable to the County, prior to December 31, 2018. All such accepted dedications shall be recorded in the Office of the Register of Deeds prior to December 31, 2018. Inquiries may be directed to the Jasper County Department of Public Works at Post Office Box 1244, Ridgeland, South Carolina 29936, or telephone (843) 726-7740 Monday through Friday, 7:30 AM to 4:00 PM.
- g. **Costs of right-of-way survey, deed of easement, etc.** All costs for the conveyance of a dedicated right-of-way to the county, in a form and manner acceptable to the county, shall be borne by the person(s) desiring continued public road maintenance. In the event of undue hardship to the persons involved, the county may elect to absorb the costs of the survey or legal work upon the review and recommendation of the planning commission.
- (2) **Encroachment on county right-of-way.** No one shall be permitted to permanently or temporarily erect any structure, install any fixture, or place any equipment above, on, or below ground within any county right-of-way, nor create a road or driveway access from the county road, without first obtaining the approval of the county. Such approval shall be requested by making application to the Department of Public Works on forms made available by, and in a format acceptable to, the department. See Encroachment Permit Section 25.91.
- a. **Permit required.** An encroachment permit must be issued by the Department of Public Works prior to any permanent or temporary encroachment on the county rights-of-way. Such permit shall describe the location and nature of the encroachment (i.e. driveway, water line, etc.), whether the encroachment is permanent or temporary, and, if temporary, the duration of the encroachment and a commitment to return the right-of-way to its original condition upon the termination of the encroachment.
- b. **Driveways.** Driveway access across road side ditches onto county maintained roads in existence as of May 18, 1998 for individually platted or improved properties extant along the road shall be permitted upon application to the Department of Public Works for such.

Public works shall determine the drainage pipe size (diameter and length) and the appropriate cover material; and shall install the pipe in the ditch and lay the cover in order to create the driveway access. Only one such access created in this manner shall be allowed per property. Any additional driveways accessing a piece of property shall be installed at the sole expense of the property owner subsequent to securing the appropriate encroachment permit from the county. All properties platted subsequent to May 18, 1998 which front a county maintained road shall be required to pay the county for the costs incurred in providing driveway access across a road side ditch.

- (3) *Interference with county rights-of-way.* It shall be unlawful to interfere with the established county right-of-way in any manner, either by encroachment, modification of the roadbed or drainage pattern, destruction or theft of road signs, or by any other means. Any interference shall be construed as a violation of this article and subject the offender to the penalties and remedies noted within division 6.
- (4) *Naming of existing roads.* Intentionally deleted, and incorporated into Section 25-125 through 127 of the Code of Ordinances of Jasper County.
- (5) *Signs.* The county shall cause to be installed required traffic control and road name signs. The location and design of such signs shall be approved by the director of public works or his official designee. Road name signs shall be installed at all intersections within the county. Signs at intersections required to be placed after April 1, 2018, shall be placed at the cost of the landowner or developer.
- (6) *Paving dirt roads.* County dirt roads, or a portion thereof, within the county maintenance system may be selected for paving or rock/gravel improvement by the county upon recommendation by the director of public works that:
 - 1) Paving or rocking the road in question would eliminate a chronic maintenance problem; or
 - 2) Paving or rocking the road in question is warranted by virtue of the volume or nature of traffic utilizing the road.

Upon determination by the director of public works that paving or rocking is necessary and beneficial, a determination shall be made that the required right-of-way exists. If not, a written request shall be made of all abutting property owners along the road for a donation of right-of-way to accomplish the paving or rocking effort. This written request shall be followed by individual negotiation led by the county attorney or his official designee in consultation with the County Administrator. In the event that the necessary right-of-way cannot be obtained in this manner, subject to the sole discretion of County Council as to whether or not to continue acquisition efforts, condemnation may then proceed as prescribed by state statute.

The director of public works shall annually provide a list of roads targeted for paving or rocking to the County Transportation Advisory Committee (CTAC), together with a request to fund the paving or rocking. The CTAC shall establish a priority list for funding the requests and submit same to the county council for review. Once the county has obtained the necessary right-of-way, and approved the engineered design of the road as applicable, the contract will be advertised and let by the county to pave or rock the roads so funded. Upon completion of the paving, rocking and ancillary work, the road will be maintained by the county. The county will modify, as necessary, all driveway accesses along the road being paved to insure compatibility with the paved road surface.

Sec. 25-58. - Not county maintained.

Existing roads which meet the eligibility criteria listed below may be considered for acceptance into the county road maintenance system. All existing roads which are not accepted into the county system shall be considered as private roads which will not receive county maintenance. This type of private road will, however, be subject to the provisions herein related to road naming and signage.

- (1) **Eligibility.** Prior to the acceptance of an existing road into the county's maintenance program, the road shall be approved for acceptance by the county council into the county system of roads, appropriate instruments of dedication, plat, deed of easement and/or by court order shall be delivered for review, and if acceptable to County Council in its sole discretion, such roads may be declared a public road in the County system by Resolution passed by Council in the usual and customary course. The road shall be assigned a name by the planning commission in accord with the provisions of Article III, *Naming and Addressing of Roads*, Section 25-124 and following, and a county road number for maintenance inventory purposes shall be assigned by the County Department of Public Works. No road shall be accepted unless it meets the following criteria:
 1. The road must be at least 400 feet in length and access four or more properties under different ownership.
 2. The road must possess a legally defined right-of-way:
 - a. For unpaved roads: not less than 50 feet with a roadbed of not less than 20 feet in width. All dead-end roads must terminate in a turnaround of not less than a 40-foot radiused right-of-way with a 32-foot radiused road surface, or a "hammerhead," both being designed in accordance with the International Fire Code (IFC) (latest published and adopted edition in effect at time of a completed application, see Appendix D of the IFC), with each leg being no longer in length from the perpendicular intersection with the road than allowed by the International Fire Code design standards.
 - b. For paved roads: not less than 50 feet with a roadbed of not less than 22 feet in width. All dead-end road shall terminate in a turnaround of not less than a 50-foot radius right-of-way with a 44-foot radiused road surface, or a "hammerhead" being designed in accordance with the International Fire Code (IFC) (latest published and adopted edition in effect at time of a completed application, See Appendix D of the IFC), with each leg being no longer in length from the perpendicular intersection with the road than allowed by the International Fire Code design standards.
 3. Adequate drainage is provided for the road within the right-of-way. The drainage devices, structures and facilities must either 1) accommodate run-off from a storm with a ten year return frequency as determined by the adopted Jasper County Flood Insurance Rate Map (FIRM) or Flood Hazard Boundary Map (FHBM); 2) be determined adequate upon certification by an engineer registered in the State of South Carolina with the concurrence of the County's consulting engineer; or 3), meet the approval of the county public works director or his official designee upon the satisfactory inspection of the drainage appurtenances for the subject road.
 4. The person(s) delivering the road shall cause the road sign(s) bearing the name approved by the planning commission to be installed in accord with the provisions herein at every intersection along the road at no cost to the county in a manner acceptable to the county.
- (2) **Application for acceptance for maintenance.** A person(s) requesting that the county assume maintenance responsibility for an existing road which meets the above eligibility requirements, must submit a written request for such to the director of public works indicating the beginning and ending points of the road, its total length, the names and addresses of all property owners abutting the road, and other pertinent information, such as the age of the road, the materials used in construction, sketches of the ditches, plats suitable for recording, etc., as may be deemed necessary by the county. The director of public works shall recommend to the county council, subsequent to his inspection of the road in question, that the road either be (a) accepted for maintenance; (b) accepted for maintenance upon the satisfaction of certain conditions; or (c) that the road not be accepted for maintenance." The county council shall consider by resolution the recommendation and request, prior to the road becoming a part of the county system of public roadways and prior to the county becoming obligated to provide maintenance to that roadway. Should the County, in its sole discretion, determine the road be

accepted for maintenance, it shall be given a name as provided for herein, and a county road number and added to the master list and map of county roads.

a. *County right-of-way required.* As noted in subsection (1)2 above, a dedicated right-of-way shall be provided with a request for road maintenance. Evidence of the right-of-way shall be in the form of a plat of the road delineating an easement for maintenance, or a deed of easement which clearly delineates the width of the right-of-way, the nature of the road (residential, commercial, etc.), and whether any deed restrictions or covenants are extant affecting the use and/or maintenance of the road. A road right-of-way must demonstrate that the dedication to the county is voluntarily made by all of the property owners abutting the road proposed for maintenance.

1. *Condemnation.* In those instances wherein the county determine that it is in its best interest to seek maintenance responsibility for a road, or a portion of a road, and the right-of-way is not granted, or is undetermined, the county, by action of the council, may elect to condemn the land adjacent to a road, or portion of a road, according to the provisions for such as permitted by the South Carolina Code of Laws, 1976, as amended.

Sec. 25-59. - Reserved.

Sec. 25-60. - Road signs.

In conjunction with Sections Article III of this Chapter, all roads within the county shall have a road sign installed at every intersection bearing the approved road name and, as applicable, the range of street addresses within that particular block of road. The signs shall be of a design, color, size and shape consistent with those prevalent within the county as of the adoption of this ordinance. Signs on roads named by application to the planning commission shall be paid for by the applicants. All signs on new roads, or existing roads accepted into the county maintenance system, shall be paid for by those persons delivering the roads to the county.

Secs. 25-61—25-70. - Reserved.

DIVISION 4. - NEW ROADS. Intentionally deleted, and incorporated into Articles 7 and 8 of Appendix B of the Code of Ordinances of Jasper County.

Secs. 25-71—25-90. - Reserved.

DIVISION 5. - PRIVATE ROADS Intentionally deleted, and incorporated into Section 7.3 of Appendix B of the Code of Ordinances of Jasper County; Replaced with a new Division 5.

DIVISION 5. - ENCROACHMENT PERMITS

Sec. 25-91. Encroachments on county maintained roads.

1. *Generally.*

a. An encroachment permit, approved by the county Director of Planning and Building Services, or his/her designated representative, shall be required for all construction, undertaken by parties other than the county public works department or its authorized contractor, within or affecting the right-of-way of any county owned or maintained highway, street or road. This requirement shall apply, but not be limited, to:

- i. Driveway connections involving a curb cut or pipe installation;
- ii. Curb cuts;
- iii. Utility taps;
- iv. Utility installations;
- v. Excavations within rights-of-way;
- vi. Storm drainage installation;
- vii. Storm drainage discharge;
- viii. Subdivision entrance signs or gateways; and
- ix. Existing driveways/curb accesses where the total number of residences using the access are increased by more than three (3) dwelling units, or there is a change in the existing uses utilizing the access, i.e., residential to commercial, a change of the type of commercial, etc., or changes to the zoning classification of the parcels utilizing the access.

b. The permittee shall indemnify the county for any liability incurred or damages sustained as a result of the encroachment.

c. The permittee shall be responsible for:

- i. Notifying the county Planning and Building Services and Public Works offices when construction begins on an encroachment onto a county owned or maintained road;
- ii. Ensuring that a copy of the encroachment permit is on the construction site; and
- iii. Ensuring that the construction and the restoration of the roadway have been approved by the county Planning and Building Services office.
- iv. Providing a bond in the amount of 125% of the cost of paving or otherwise repairing the county road in the event the permittee fails to complete the repairs and maintain such as required under this Section, or under the other provisions of the county land development ordinance.

Sec. 25.92 Excavations in streets.

1. An encroachment permit shall be required for each excavation in a county road before the work is commenced. Work under such permit shall be commenced within the time specified on the permit, otherwise the permit shall become void. All permits shall be kept at the place of excavation while the work is being done and exhibited whenever called for by any person having the authority to examine the same. There shall be no more than one-half (½) the width of any street or alley opened or obstructed at any one time; tunneling may be allowed, provided that no authorized underground construction shall be damaged

or interfered with. All portions of the street excavated shall be put in as good condition as before the excavation, was made. The trench or excavation shall be refilled, thoroughly rammed and puddled within the time specified on the permit after making the connection or repairs. When an excavation is made in any paved county road where it is necessary to remove paving, the person to whom the permit was issued for such excavation shall leave a written notice with the county department of public works and such notice shall state that the excavation has been properly filled, tamped, and is ready for repaving. Whenever any person making any excavations in the street or alley fails to refill, in the proper manner, as required by this section or fails to maintain the same for a period of one year, then the county council shall cause the work to be done and the cost thereof shall be charged against the bond as heretofore provided in this Section.

2. Where such excavations occur in a state or federal highway, permission shall be obtained from the state or federal highway department before any work is commenced.

3. Public protection requirement.

a. It is hereby required that for every excavation made on public property, proper safeguards shall be provided against injury to the public; barricades shall be provided at five (5) foot distances, and such barricades shall completely encircle all open excavations or trenches. All barricades, as required by this section, shall have at least one sign placed thereon in a conspicuous manner, indicating the name of the person causing such excavation. When approved, steel plates of sufficient strength may be used to cover excavation to prevent blocking of street.

b. From sunup to sundown there shall be placed, at a distance of not less than five hundred (500) feet prior to the construction in both directions, sufficient numbers of red flags or other warning devices as allowed by the South Carolina Department of Transportation on its rights of way under construction to warn the public of dangerous excavation. From sunset to sunrise there shall be placed, at a distance of not less than five hundred (500) feet prior to the construction in both directions, sufficient red lights or flambeaux, or other warning devices as allowed by the South Carolina Department of Transportation on its rights of way under construction to indicate the length of the excavation in the public thoroughfare and to warn the public of dangerous excavation; in addition, there shall be placed on or by the barricades sufficient red lights or flambeaux to indicate the point of excavation and size.

Sec. 25.93. Violations.

Anyone who encroaches on the right-of-way of a county maintained highway, street or road without securing an encroachment permit or who fails to adequately restore the road and right-of-way after an encroachment shall be deemed guilty of a misdemeanor, and shall be subject to the general penalty provisions of this code (See Sec. 25.101). Each day that the unauthorized encroachment exists, or that the inadequacy exists following notification, shall be considered a separate offense.

Sec. 25.94. Appeals.

Any person having legal standing to the same extent required under § 6-29-950 of the Code of Laws of South Carolina may appeal the decision of the Director of Planning and Building Services, or his/her

designated representative, to the County Administrator, whose decision may be appealed to the County Council in due course. The decision of the County Council is final.

Secs. 25-95—25-100. - Reserved.

DIVISION 6. - REMEDIES AND ENFORCEMENT

Sec. 25-101. - Violation and penalty.

The county shall notify, in writing by certified letter, any person(s) who violates any provision of this article, as to the nature of the violation and the required remedy, and shall provide no less than ten days from the receipt of the notification for said person(s) to comply with the provisions of this article. Should the violation be uncorrected after notice, and pursuant to S.C. Code 1976, § 22-3-550, as amended, the person(s) violating any provision of this article may be deemed guilty of a misdemeanor and subject to a fine of not more than \$500.00 and/or imprisonment not exceeding 30 days, as well as restitution as provided. Additionally, the county may elect to seek remedy through civil or criminal court and, upon conviction, the offender may be required to forfeit and pay such penalties or restitution as the court may decide as prescribed by law for each offense.

Sec. 25-102. - Enforcement.

Whenever it shall come to the attention of the governing authority that any provision of these regulations has been or is being violated, the county may immediately institute suit and prosecute the same to final judgment.

Sec. 25-103. - Conflict with other laws.

In interpreting and applying the provisions of these regulations, the requirements shall be considered as the minimum requirements for the provision of roads within the jurisdiction of the county. It is not the intent of these regulations to interfere with or abrogate or annul any easements, covenants or other agreements between parties, or provisions of the land development and subdivision ordinances of the County; provided, however, that where these regulations impose a greater restriction upon the use of a road or require other restrictions which may appertain to a road greater than those imposed by the other resolutions, rules or regulations, or by any easements, covenants or agreements, or by any ordinances, the provisions of these regulations shall prevail.

Sec. 25-104. - Separability.

Should any section, clause or provision of these regulations be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of these regulations as a whole or any part thereof other than the part declared to be unconstitutional or invalid; each section, clause or provision hereof being declared separate.

Sec. 25-105. - Amendment.

These regulations may be amended after notice and public hearing in the manner prescribed by law for their original adoption.

Sec. 25-106. - Effective date.

These regulations shall take effect and be enforced from and after April 16, 2018, the public welfare demanding it; provided, however, these regulations shall not apply to any subdivision or part thereof as to which design approvals have heretofore been obtained from the appropriate governmental agencies. Developers of such subdivisions already under development shall notify the planning commission within 60 days from the date of the adoption of these regulations. Such notification shall include a copy of the plans and a copy of any previous approvals.

Secs. 25-107—25-120. - Reserved.

ARTICLE III. - NAMING AND ADDRESSING OF ROADS

Sec. 25-121. - Title.

This article shall be known and may be cited as the "Road Naming and Addressing Ordinance" for the county.

Sec. 25-122. - Purpose and intent.

The purpose and intent of this article is to provide a uniform system of naming all roads within the county and assigning addresses for all properties and buildings throughout the county in order to facilitate the provision of adequate public safety and emergency response service and to minimize difficulty in locating properties and buildings for public service agencies and the general public.

Sec. 25-123. - Definitions.

(a) *Rules for construction of language.*

- (1) The particular shall control the general.
- (2) In the case of any difference of meaning or implication between the text of this article and any caption, illustration, summary table, or illustrative table, the text shall control.
- (3) The word "shall" is always mandatory and not discretionary. The word "may" is permissive.
- (4) The word "building" or "structure" includes any part thereof.
- (5) Words used in the present tense shall include the future, and words used in the singular shall include the plural, and the plural the singular, unless context clearly indicates the contrary.
- (6) All public officials, bodies, and agencies to which the reference is made are those of the county unless otherwise indicated.
- (7) The word "county" or "Jasper County" shall mean the area of jurisdiction of Jasper County, South Carolina, excluding all incorporated municipalities, except where specifically included within the context of this article.

(b) *Specific definitions.* The following words and phrases when used in this article shall have the meanings respectively ascribed to them in this section.

Address program administrator: That official of the county charged with the administration of this article, including his/her representative. The address program administrator may be the 911 administrator for the county.

Building: A structure having a roof supported by columns or walls for the shelter of persons, for residential, institutional, business or other use. When separated by division walls from the ground up without openings, each such enclosure may be deemed a separate building.

Concurrence: The county planning commission shall have the right to disapprove any action of the address program administrator by majority vote. If the planning commission shall fail to act within two regular meetings after the action of the address program administrator, the planning commission shall be deemed to have concurred.

Driveways: A private way, beginning at the property line of a lot abutting a public road, private road, easement or private right-of-way, giving access from the public road, private road, easement or private right-of-way, and leading to a building, lot or physical location, and as further defined in article II of this chapter.

Property owner: The legal or beneficial owner or owners of all the land proposed to be included in a development, or identified as a parcel. The holder of an option or contract to purchase, a lessee having a remaining term of not less than 50 years in duration, or other person having an enforceable proprietary interest may be considered a "property owner" for the purposes of this article.

Road address: The combination of numbers and road names assigned under the terms of this article which identifies a particular building, lot or other physical location.

Road: As defined in section 25-41 of this chapter, the terms road, highway, street, avenue and the like shall be interchangeable as designators of vehicular by-ways providing access to individual parcels of property, and that pedestrian facilities, bridges, tunnels, viaducts, drainage structures and other appurtenances commonly considered as a component part of a road shall also be included in the definition of the term. A "road" shall be the physical embodiment of such a by-way irrespective of prior platting or planning.

- (1) **County road:** As defined in Section 25-41 hereinabove.

The Master List of county roads as maintained by the department of public works as set forth in Section 25-41(a)(1), are made part of this article as though copied herein. Any revision to the list or the map also shall be incorporated herein and made a part of this article.

- (2) **Private road:** No road shall be designated as a private road, unless:

In a new development, such proposed road is defined as such by action of the county planning commission upon its satisfaction as to the construction and perpetual maintenance of such road (see Appendix B, including Sections 3.10 and 7.3 of Appendix B of the Jasper County Code of Ordinances as to perpetual maintenance); or

- a. All the owners of a property accessed by such road agree to sign an instrument and plat to be recorded in the clerk of courts' office for the county which waives county responsibility for the maintenance of such road; or
- b. The road exists prior to June 1, 1998, and accesses two or more parcels of land under different ownership, but is not in the county, state or federal road maintenance system. This type of private road shall not suffice as approved access for further subdivision of land.
- c. Any road existing prior to June 1, 1998, and accessing less than two parcels of land, and which is not in the county, state or federal road maintenance system, is considered a driveway under the provisions of this article and shall not be considered for maintenance under the terms hereof, nor shall such driveway suffice as approved access for further subdivision of land.

Sec. 25-124. - Administration and application.

The address program administrator shall be responsible for the interpretation and administration of this article, to include:

- (1) Compiling a data base of road names for every road in the county.
 - a. For roads within municipalities, the address program administrator shall catalogue existing road names to insure that potential conflict does not exist with any other existing road name, either within any municipality or within the unincorporated area.
 - b. In the event that conflict is discovered in a road name, the address program administrator shall request a meeting of the units of local government involved to prepare a recommendation to be offered to the planning commission having jurisdiction to effect a change in the road name. In the event of a change falling to the county, the process shall be stipulated in section 25-127 of this article.
 - c. All roads to be named shall be in excess of 500 feet in length to avoid naming driveways.
- (2) Assigning all road addresses for properties and buildings within the unincorporated area of the county and those municipalities which may elect to have addressing assigned by the county within their jurisdictions. In any event, the address program administrator shall compile a data base of all road addresses within the county, to include all municipalities.
- (3) Recommending change of existing address when necessary to facilitate sequential house numbers.
- (4) Designating individual unit addresses with the multiple housing units or mobile home parks in conformity with the provisions of this article.
- (5) Performing such other tasks as may be necessary to administer the provisions of this article.

Sec. 25-125. - Existing road names.

The names of roads listed on the official county road map sheet as administered by the address program administrator that are located within the unincorporated areas of the county, whether public or private, shall not be changed by any method except those set forth in this article. A copy of this article and a list of road names shall be forwarded to the South Carolina Department of Transportation (SCDOT). The official county 911 road registry shall cross reference the old road names.

Sec. 25-126. - New road names.

- (a) No new public roads in the unincorporated area of the county shall be named without the approval of the planning commission upon the recommendation of the address program administrator.
- (b) No new private road names shall be recognized by the county or added to the county's list of road names without the approval of the planning commission upon recommendation of the address program administrator.
- (c) The name of any new road, public or private, shall not duplicate or be confusingly similar to any other road name already existing under section 25-124 of this article. This subsection shall not apply to the extension of an existing road.
- (d) New subdivision roads, whether public or private, shall be named when created through the land development process which shall include the submission of road names to the address program

administrator who shall make recommendation of the road names to the planning commission for approval.

- (e) Developers establishing new public roads shall pay the county for the actual cost of purchasing and erecting street signs which meet the standards of the SCDOT.
- (f) Developers desiring to use any type of sign other than the style which meets the standards set forth by the SCDOT for a public road shall have the style and design approved by the planning commission upon recommendation from the address program administrator.
- (g) Developers and/or home owner's association shall maintain all street signs within their development.
- (h) The names of private roads, including mobile home roads, which require naming to facilitate postal delivery and emergency response, shall be recognized by the county at the request of the citizens who own property adjacent to the road. Such road must serve at least three households. The name of the private road shall be commonly known to the community. In the event that there are two or more recommendations of names, the planning commission shall determine the name giving recognition to the name preferred by at least 51 percent of the property owners on the road. However, this shall not constitute acceptance or dedication of the road by the county for maintenance and other purposes.

Sec. 25-127. - Renaming roads.

Renaming roads may be initiated by three different methods:

- (1) Initiated by the county planning commission (S.C. Code 1976, § 6-29-1200(B));
- (2) Initiated by Jasper County Emergency Services, after providing signatures of at least 51 percent of the property owners with access or potential access to the road;
- (3) Public petition with signatures of at least 51 percent of the property owners with access or potential access to the road; persons desiring the name of a road be changed shall submit a petition to the address program administrator.

The address program administrator will make recommendations to the county planning commission on the requested road name change based upon the following:

- (1) In case of public petition, it shall be made on forms provided by the address program administrator.
- (2) In all cases the address program administrator shall review the requested road name change for compliance with the provisions of this article regarding road name change for compliance with the provisions of this article regarding road naming and shall not recommend any change which varies from the provisions herein.
- (3) In case of public petition and in the event the address program administrator recommends the request, and approval is made by the county planning commission, the petitioner(s) shall be required to pay the county for the costs of purchasing new signs and erecting them, including labor.

The planning commission shall, by proper certificate, approve and authorize changing the name of a street or road laid out within the county. The commission may, after reasonable (at least 14 days prior to the meeting whereat action on the request is contemplated) notice through a newspaper having general circulation, posting of the roadway and notice by mail of adjacent landowners; change the name of a street or road within the boundary of its territorial jurisdiction:

- (1) When there is a duplication of names or other conditions which tend to confuse the traveling public or the delivery of mail, orders, or messages;

- (2) When it is found that a change may simplify marking or giving of directions to persons seeking to locate addresses; or
- (3) Upon any other good and just reason that may appear to the commission.

Street names shall not duplicate or be confused with existing names. Names are subject to the sole approval of the planning commission to eliminate duplicate or confusing names.

On the name being changed, after reasonable opportunity for public input, the planning commission shall issue its certificate designating the change, which must be recorded in the office of the register of mesne conveyance or clerk of court, and the name changed and certified is the legal name of the street or road.

Sec. 25-128. - Display of road address numbers.

Every owner of improved property shall purchase and display their officially assigned address numbers within 21 days after receiving notification of the proper number assignment so that they are clearly visible from the street or road on which the property fronts. The following criteria shall be used to properly display the number.

- (1) Address numbers must be a minimum of three inches in height for residential uses so as to be seen easily from the road.
- (2) Numbers for the multiple dwelling units and nonresidential buildings shall be at least at least six inches in height and shall be placed on the front of the building facing the road or on the end of the building nearest the road. Individual units shall be required to display unit numbers which are at least three inches in height on the front door or immediately adjacent to the door.
- (3) Address numbers must be set on a background of a contrasting color.
- (4) On a corner lot, the house number should face the street named in the address.
- (5) If a building is more than 50 feet from any road, the address number shall be displayed on a sign attached to a fence, gate, lawn stake, mailbox, etc., adjacent to and clearly visible from the road right-of-way.
- (6) Address numbers shall be plain block numeric numbers and not in alpha or cursive style print.

Sec. 25-129. - Types of numbers.

Two types of numbers are to be used under this article:

- (1) A primary number is to be assigned to each street frontage of each parcel of land, whether or not the parcel is occupied. The primary number is required to be posted only if the parcel of land is occupied by a dwelling unit or other structure, or is otherwise actively used and the owner, occupant, or person in charge is notified under section 25-125 of this article. Other primary numbers are reserved for future development of the numbered parcels and will be assigned at the time of improvement or development.
- (2) Secondary numbers may be used when a number of units, structures, and uses co-exist on the same parcel of land. Examples of parcels requiring secondary numbers include apartment projects, mobile home parks, office parks, planned unit developments, recreational vehicle parks, recreational areas, shopping centers and other uses where the uses of secondary numbers would clarify the location of a unit or use for public safety purposes. To provide secondary numbers, the address program administrator shall work with the owner, manager, or person in charge of the project to determine a logical numbering system under the following guidelines:

Building on a single parcel with more than one and less than five units may be given either letter (preferred) or number designations as requested by the owner of the property.

- a. A single building on a single parcel of land with five or more units may be given numerical designations such as Suite #, Apartment # or similar designations, if so desired.
- b. Multiple buildings on the same parcel of land may be given secondary numbers consisting of number designations if the buildings are accessed from a main entrance to the project. Generally, the number designations should increase in a clockwise direction from the main entrance.
- c. Mobile home parks, recreational vehicle parks and similar uses shall be given letter designations for lots or sections and number designations for individual lots or sites.

Sec. 25-130. - Exempt and excluded structures.

The intent of this section is to exclude from this article those structures that do not present a significant danger to human life if destroyed by fire or other events. The following structures shall be excluded from the provisions of this article:

- (1) Agricultural buildings not requiring a separate mailing address such as a barn, poultry house, outbuilding or equipment storage buildings. Buildings used as dwelling unit, office or nominal work station of an employee shall not be exempt.
- (2) Storage and accessory buildings for the use of the occupant of another building on the property. Buildings used as dwelling units, office or the nominal work station of an employee, or those requiring a separate mailing address, shall not be exempt.

Sec. 25-131. - Collaboration with the post office.

The address program administrator shall act as a liaison with the United States Post Office with regard to the provision of the road addresses assigned. The post office may elect to use the addresses assigned as the official mailing address of the property within the county and advise newcomers to contact the address program administrator for the assignment of a mailing address.

Sec. 25-132. - Utility company compliance.

- (a) Following the adoption of this article, all utility services regulated by the South Carolina Public Service Commission or any utility cooperative service organization providing services in the unincorporated area of the county, shall withhold service from any building, dwelling, mobile home or other structure not exempt under this order until the owner or other requesting party has furnished the utility with a valid assigned number.
- (b) It shall be the responsibility of the address program administrator to notify each affected utility of each implementation area by issuing maps and lists of official numbers assigned each structure or use.

Sec. 25-133. - Implementation by the county departments.

Every department and official under the jurisdiction of the county council shall not render any non-emergency service until the occupant, owner or requesting individual has provided the department with a

valid assigned number. Non-emergency service includes any service except law enforcement, fire, rescue or emergency medical service.

Sec. 25-134. - Enforcement.

Owners or occupants of buildings which are not in compliance with the provisions of this article shall be notified and required to meet the requirements herein within 60 days from the date of notification. A warning notice will be issued after the 60 days if the requirements have not been met. The owner or occupant who does not voluntarily comply with this article within 30 days after delivery if a warning notice by registered or certified mail shall be subject to criminal prosecution. Any person found violating a provision of this article shall be deemed guilty of a misdemeanor and shall be punished by a fine not exceeding \$500.00 or 30 days imprisonment or both; and if such violation continues, each day's violation shall be a separate offense. Violation of this article may also be enforced by seeking a civil court order to compel compliance of civil remedies against the violator.

**EXHIBIT A TO 2018 OMNIBUS ROAD ORDINANCE
2017 MASTER LIST OF COUNTY ROADS AND MAP**

JASPER COUNTY P 'WAY INVENTORY TABLE
 TAB 2 - CONT 'MAINTAINED ROADS

Road Name	Location	Address	J.C.#	DOT #	Notes	Assessment Info
1 Allen Beaton Road	Mitchellville (Mitchellville Road)	1115 Mitchellville Road	C-265	L-341		
2 Alexander Road	Point South (West Fayette Road)			L-418		
3 Alexander Way	Rever Dam (Highwater Road)		C-190	L-783	aka Thomas Jenkins	
4 Altonville Road	Rosedale (Lawrence Blair Road)		C-353	L-820	aka Anthony Robinson	
5 Altonville Road	Lenny (Shad Road)		C-179	L-365		
6 Altonville Road	Wagon Branch (Wagon Branch Loop)	1793 Wagon Branch Loop	C-53	L-366		
7 Altonville Road	Coosworthville (Morganador Road)			L-447		
8 Altonville Road	Gratunville (Old House Road)			L-757		
9 Altonville Road	Becks Ferry (Pumpburg Road)			L-552	all 2475 within Richland	
10 Altonville Road	Becks Ferry (Pumpburg Road)			L-369		
11 Altonville Road	Richland (Blue Heen Center)			L-113		
12 Altonville Road	Richland (Richland Road)			L-437		
13 Altonville Road	Grays (Highway 278)			L-113		
14 Altonville Road	Grays Hill (Broadway Road)			L-437		
15 Altonville Road	Pumpburg (Becks Ferry Road)			L-170		
16 Altonville Road	Wellington (Old House Road)			L-290	approx. 3900' (of 4200') within Richland	
17 Altonville Road	Coosworthville (Morganador Road)			L-418	approx. 515' (of 1140') within Richland	
18 Altonville Road	Old House (Old House Road)			L-292		
19 Altonville Road	Lenny (Bellinger Hill Road)			L-1047	aka Ben Riley Rd	
20 Altonville Road	Robertville (Pleasant Hill Road)			L-344		
21 Altonville Road	Point South (Rosemary Road)		C-77	L-218		
22 Altonville Road	Lenny (Inwood Parkway)	1782 Morganador Road	C-46	L-1021		
23 Altonville Road	Gilsonville (Morganador Road)			L-573		
24 Altonville Road	Mitchellville (Mitchellville Road)			L-802		
25 Altonville Road	Lenny (Lenny Road)			L-145		
26 Altonville Road	Grays (Rever Dam Road)	260 Lenakerville Road	C-373	L-467		
27 Altonville Road	Grays Hill (Broadway Road)			L-462		
28 Altonville Road	Point South (Highway Point Road)			L-1055		
29 Altonville Road	Lenny (Bellinger Hill Road)			L-75		
30 Altonville Road	Point South (Alexander Road)			L-745		
31 Altonville Road	Sond's Road (Great Swamp)			L-846		
32 Altonville Road	Lenny (Lenny Road)			L-777	approx. 470' (of 960') within Horseville	
33 Altonville Road	Hardenville (Trichard Road)			L-356	Clifford Brown	
34 Altonville Road	Old House (Cherry Hill Road)			L-871		
35 Altonville Road	Timber (Jackson Road)			L-467		
36 Altonville Road	Point South (Alexander Road)			L-288		
37 Altonville Road	Gilsonville (Morganador Road)			L-448		
38 Altonville Road	Richland (Lawrence Blair Road)			L-770		
39 Altonville Road	Pumpburg (Old Christian Road)			L-387		
40 Altonville Road	Point South (Old Pen Bay Road)			L-5		
41 Altonville Road	Pumpburg (Pumpburg Road)			L-837		
42 Altonville Road	Gratunville (Beck's Creek Road)			L-282		
43 Altonville Road	Gratunville (Beck's Creek Road)			L-785	aka Carolyn Jenkins	
44 Altonville Road	Rosedale (Deless Point Road)			L-353		
45 Altonville Road	Richland (Old Causeway)			L-381		
46 Altonville Road	Richland (Callon Hill Road)			L-290		
47 Altonville Road	Pumpburg (Pumpburg Road)			L-140		
48 Altonville Road	Richland (Richland Road)	11822 Pumpburg Road	C-299			
49 Altonville Road	Richland (Richland Road)	610 Roseland Road	C-189			
50 Altonville Road	Richland (Richland Road)			C-332	all 2155 within Horseville	
51 Altonville Road	Richland (Richland Road)			C-346		
52 Altonville Road	Richland (Richland Road)			C-82		
53 Altonville Road	Coosworthville (Morganador Road)	3322 Morganador Road		L-853	MAPPED AS ARROW ROAD	
54 Altonville Road	Cherry Hill (Broadway Road)			L-466		
55 Altonville Road	Coosworthville (Morganador Road)			L-316		
56 Altonville Road	Richland (Richland Road)			L-908		
57 Altonville Road	Richland (Richland Road)			L-483		
58 Altonville Road	Richland (Richland Road)			L-458		
59 Altonville Road	Richland (Richland Road)			L-444		
60 Altonville Road	Richland (Richland Road)			L-600		
61 Altonville Road	Richland (Richland Road)			L-85		
62 Altonville Road	Richland (Richland Road)			L-85		



JASPER COUNTY, KY VAY INVENTORY TABLE
TAB 2 - COUK MAINTAINED ROADS

Road Name	Location	Address	JC #	DOT #	Notes	Estimate Info
171 Coals Landing (DM Portion)	Lewy (Coals Landing Road)		C-359			
172 Hamilton Place	Parli South (Hess Road)		C-40	L-441	also Cooper Drive, Cabbage Patch,	
173 Cabbage Patch Leg	Parli South (Hess Road)		C-41	L-743	also Cooper Drive Leg	
174 Cooper Hawk Road	Grahamville (Bri Hooper Road)			L-561		
175 Cottage Farm Road	Ilmonen (Ford Road)			L-430		
176 Carben Wood Lane	Grahamville (Bee's Creek Road)		C-154	L-321		
177 Ousted Eagle Drive	Grahamville (Bee's Creek Road)		C-133	L-378		
178 Doby Plantation Road	Great Swamp (Machrus Road)		C-143	L-411		
179 Decker Culeff	Harbesville (Pinebrook Road)		C-316	L-322	all 565' within Harbesville	
180 Owen Street (Paved)	Harbesville (Bee's Creek Road)		C-274	L-742		
181 Owen Drive	Rossland (Deless Point Road)		C-203	L-1083		
182 Owen Road	Rossland (Deless Point Road)			L-151		
183 Boss Point Road (DM Portion)	Lewy (Bellinger Hill Road)	4731 Bellinger Hill Road	C-370			
184 Boss Point Loop	Harbesville (Bee's Creek Road)	4134 Bee's Creek Road	C-276			
185 Deputies Off Loop	Wagon Branch (Wagon Branch Loop)		C-363	L-988		
186 Drexler Road	Lewy (Good Hope Road)		C-346	L-476		
187 Drexler Drive	Teamerville (Teamerville Loop)	718 Teamerville Loop	C-345			
188 Dunham Loop	Teamerville (Teamerville Loop)			L-218		
189 Dunham Williams Road	Teamerville (Teamerville Loop)	123 Dunham Williams Road		L-537		
190 Edinburgh Avenue	Teamerville (Teamerville Loop)		C-55	L-321		
191 Eason Smith Road	Coccoswathiche (Morganbaker Road)		C-29/C-287	L-533	also South Dryden Loop	
192 Keith Loop	Wagon Branch (Oak Park Road)		C-178	L-392	all 1580' within Ridgeland	
193 Kiffin Lane	Wheatland (Old House Road)		C-348	L-401		
194 Kings Farm Road	Teamerville (Teamerville Loop)		C-194	L-361	also Elizabeth Jenkins Road	
195 Kelly Lane	Grahamville (Pinebrook Road)			L-728		
196 Kestrel Lane	Rossland (Lufen Landing Road)		C-81	L-448		
197 Kevin Green Road	Coal Pen (Coal Pen Bay Road)		C-207			
198 Eugene Dupont Road	Cherry Hill (Chippawflow Drive)	25 Chippawflow Drive	C-84			
199 Eunice Woods Road	Woodsville (Gillson Branch Road)			L-323		
200 Family Circle (Paved)	Fordville (Fordville Road)		C-148	L-1027		
201 Rodgers Cove	Stokes Buff (Stokes Buff Road)		C-88	L-564	approx. 1335' (of 1620') within Ridgeland	
202 Traffic Drive (Paved)	Fordville (Captain Bill Road)	4149 Finkler Road	C-168			
203 Persense Reading Road	Gillsonville (Finkler Road)	823 Finkler Road	C-382	L-18		
204 Boyd Cemetery Road	Lewy (Highway 315)			L-450		
205 Ford Road	Ilmonen (Preschool Road)			L-301		
206 Forest Cove	Ilmonen (Preschool Road)		C-113			
207 Fox Lane	Grahamville (Johnson Road)	1119 Iva Branch Road	C-155	L-530		
208 Prater Road	Robersville (Iva Branch Road)		C-173	L-978	also Full Gospel Church (7221)	
209 Old Farming Road	Ilmonen (731 Ilmonen Road)		C-177			
210 Fulton Lane	Ilmonen (Preschool Road)		C-146			
211 Gordon Road	Wagon Branch (Wagon Branch Loop)	1241 Wagon Branch Loop	C-9	L-51		
212 Gallopie Stars Road	Barboro (Cotton Hill Road)	5198 Cotton Hill Road		L-147		
213 Garvin Road (Gillsonville)	Gillsonville (Langfordville Road)	370 Langfordville Road		L-382		
214 Garvin Village	Coal Pen (Coal Pen Bay Road)		C-180	L-983		
215 Gosale Off Road	Ridgeland (Gillson Branch Road)		C-5	L-970		
216 George Youmans Road	Ridgeland (Green Swans Road)		C-56	L-202		
217 Gillson Branch Cemetery Road	Woodsville (Gillson Branch Road)	9359 Gillson Branch	C-351	L-172		
218 Gillsonville Ball Park Road	Coal Pen (Coal Pen Bay Road)		C-218	L-218	approx. 250' (of 1400') within Ridgeland	
219 Gorman Road	Coal Pen (Coal Pen Bay Road)		C-218	L-174	approx. 1940' (of 2280') within Ridgeland	
220 Gorman Road	Harbesville (Bee's Creek Road)		C-328	L-611	all 400' within Harbesville	
221 Glen Hilder Road	Wagon Branch (Preschool Road)		C-116	L-909		
222 Glen Hilder Court	Old House (Coosaw Seismic Drive)		C-136	L-282		
223 Glen Hilder Court	Wagon Branch (Wagon Branch Road)	484 Ford Road	C-169			
224 Glen Hilder Court	Wagon Branch (Wagon Branch Road)		C-257	L-145		
225 Glen Hilder Court	Wagon Branch (Wagon Branch Road)		C-342	L-474		
226 Glen Hilder Court	Wagon Branch (Wagon Branch Road)		C-186	L-1005		
227 Glen Hilder Court	Wagon Branch (Wagon Branch Road)			L-1041		



JASPER COUNTY F WAY INVENTORY TABLE
 TAB 2 - COUR INTAINED ROADS

Road Name	Location	Address	J.C.#	DOT #	Notes	Easement Info
317 Grove Park Lane	Rickland (Frontage & Riceville Road)			L-1022		
318 Hobbsboro Lane	Bees Creek (Riceville Road)			L-300		
319 Henderson Oak Drive	Levy (Freedom Parkway)			L-144		
320 Hartsford Road	Richland (Hartsford Road & Highway 17)		C-182	L-48		
321 Hillbush Drive	Punxsutawney (Punxsutawney Road)			L-274		
322 McCutcheon Drive	Wagon Branch (Timmon Road)			C-164	also Heilige McCutcheon Road	
323 McHenry Haymakers Road	Timmon Lane Road	910 Long Road		C-132		
324 North Point	Timmon Lane Road					
325 Roby Hook Road	Gilmanville (Gilman Branch Road)			L-376		
326 Hoffman Hill Road	Freedom (Cypress Branch Road)			L-1038		
327 Holmes Lane	Karabo (Collins Hill Road & Chestnut Branch Road)			L-27		
328 Hooty Lane	Keokukville (Keokuk Farm Road)			L-2		
329 Hubert Meadows Road	Green Swamp (Hubert Road)			L-163		
330 Hummingbird Drive	Goshuteville (Levy's Creek Road)					
331 Ida Bevy Lane	Swans (Bees Point Road)			L-42		
332 Isola Lane	Rivers Hill (Rivers Hill Road)			L-283		
333 Jackson Lane	Henderville (Richard Curt Road & Deerfield Road)			L-444		
334 Jones Lane	Levy (Freedom Parkway)			L-480		
335 Jones Simmons Road	Robertville (Flexon Hill Road)			L-867		
336 Jasper Station Road (Dirt Portion)	Timmon (Timmon Road)	757 Timmon Road		L-363		
337 J.D. Allen	Switzerland (Flembeville Road & Cherry Point)			C-154	approx. 8600' (of 37260') within Horseville	
338 Kendra Road	Gilmanville (Kendrick Road)	240 Landersville Road		C-240		
339 Kim Horton Lane	Roseland (Roseland Road)	441 Roseland Drive		C-7		
340 Jimmy Cleland Road	Great Mill Pond Road			C-191		
341 John Brown Road	Wagon Branch (Timmon Road)			C-37		
342 Johnnie Peoples Drive	Roseland (Knowles Branch Road)	3948 Timmon Road		C-163		
343 Johnnie Peoples Drive	Swans (Highway 3)	across from 345 Knowles Road		C-187		
344 Kings Cabby	Gilmanville (Kendrick Road)			C-24		
345 Leahy Bamba Drive	Keokukville (Levy Hill Road)			L-390		
346 Landersville Drive (Dirt Portion)	Keokukville (Keokuk Road)			L-451		
347 Leash Lane	Switzerland (Flembeville Road)			L-1046		
348 Lawrence Bowles Road	Roseland (DeLoas Point Road)			L-73		
349 Leo Roy Crisman	Levy (Freedom Parkway)			L-383		
350 Leo Janyer Road	Freedom (Five Branch Road)	1022 DeLoas Point Road		C-20		
351 Leo Janyer Road	Gilmanville (Morgan Road)	2461 Freedom Parkway		C-334		
352 Leon Road	Palmsouth (Keyward Road)	1984 Morgan Road		C-117		
353 Levy Road (Dirt Portion)	Umehouse (Levy Road)	298 Highway Road		C-47		
354 Lily Lane	Wellington (Old House Road)			C-39		
355 Lonnie Nettles Cut off	Great Swamp (Great Swamp Road)			L-919		
356 Lonnie Nettles Road	Coffeen (Coffeen Bay Road)	2046 Great Swamp Road		L-173	all 1100' within Ridgeband	
357 Richard James Road	Henderville (Deerfield Road & Sney Road)			C-32a		
358 Lowther Lane	Switzerland (Deerfield Road & Sney Road)			C-325	MAPPED AS SAILEYS LANE	
359 Macaula Hill Road	Great Swamp (Tarboro Road)			C-134	also Louisa Jones Road	
360 Macaula Hill Road	Freedom (Big Zap Branch Road)			C-103		
361 Macaula Hill Road	Levy (Bellinger Hill Road)			C-215		
362 Macaula Hill Road	Alley (Alley Hill Lowcountry Drive)			C-174		
363 Marsh Harbor Drive	Roseland (Tulens Landing Road)			C-959		
364 Math Point Lane	Swans (Highway 278)			L-786		
365 Mathew Stevenson Road	Swans (Highway 315)			L-211		
366 McDaniel Circle (Dirt Portion)	Levy (Highway 315)			C-42		
367 McGill Lane	Richland (Washboard Lane)			C-142		
368 McKay Road	Timmon Hill Road			L-244		
369 McNear Street (Dirt Portion)	Henderville (Levy Hill Road)			L-263		
370 McPherson Lane	Palmsouth (Macaula Point)			L-907		
371 McKee Drive	Palmsouth (Macaula Point)			L-1045		
372 McKee Drive	Coast (Palmsouth Lane)			L-307	approx. 325' (of 1500') within Horseville	
373 McKee Drive	Coast (Palmsouth Lane)			L-993		
374 McKee Drive	Coast (Palmsouth Lane)			L-981	also Martha Luther Kings Lane	
375 McKee Drive	Levy (Highway 315)			L-780		
376 McKee Drive	Gilmanville (Frontage Road)			L-30	MAPPED AS GILMANIA ROAD	
377 McKee Drive	Richland (Highway 278)			L-107		
378 McKee Drive	Great Swamp (Brushwood Sub-Quail Drive)			L-192		
379 McKee Drive	Great Swamp (Brushwood Sub-Quail Drive)			C-277		
380 McKee Drive	Great Swamp (Old House Road)			C-217		
381 McKee Drive	Richland (Timmon & Tarboro Road)			L-1051		
382 McKee Drive	Wagon Branch (Horton Branch Road)			L-637	approx. 7492' (of 10085') within Ridgeband	
383 McKee Drive	Switzerland (Old Charleston Road)			L-549		
384 McKee Drive	Switzerland (Highway 17 & Punxsutawney Roads)			L-503		
385 McKee Drive	Switzerland (Highway 17 & Punxsutawney Roads)			L-187		



Road Name	Location	Address	J.C.#	DOT #	Notes	Payment Info
200 Old Loran Street	Ridgeland (Loran Lane)			L-125		
201 Old Tressie Road	Ridgeland (Loran Lane)			L-507		
202 Orange Grove Road	Michlettsville (Michlettsville Road)			L-471		
203 Old Creek Drive	Walley (Walley Road)			L-897		
204 Point Point	Timman (Timman Road)			L-966		
205 Peachtree Street	Michlettsville (Michlettsville Road)			L-422		
206 Pine Branch Drive	Grays (Cat Branch Road)			L-108		
207 Point South Overpass Road	Frontage Road			L-917		
208 Pally Road	Levy (Highway 315)			L-773		
209 Preston Drive	Gilsumville (Preston Road)			L-801		
210 Mica Road	Timman (Timman Road)	E of 1623 Timman Road	C-160		NOT MAPPED - CANAL	
211 Pine Cone	Levy (Levy Road)		C-179			
212 Forest Road (Dirt Portion)	Timman (Levy Road)					
213 Rabbit Choked Road	Pumslun (Pumslun Road)	354 Cypress Branch Road				
214 Ramage Drive	Levy (Freedom Parkway)					
215 Redwood Junction Lane	Levy (Freedom Parkway)					
216 Red Bird Lane	Point South (Highway Road)					
217 Redoubt Road	Timman (1571 Timman Road)					
218 Redwood Wall Road	Cassawatache (Downs Landing Road)					
219 Lake Reynolds Road	Mildan Hill (Glover Road)					
220 Richard Pollie Road	Levy (Highway 315)	1178 Glover Road	C-225		NOT MAPPED - NOT JC MAINTAINED	
221 Ridgeland Hospital Road (Paved)	Ridgeland (Gray Highway)	3995 S. Oxalis Highway	C-361			
222 Riley Farm Road	Cherry Point (N. Oxalis Highway)		C-111			
223 Riverview Drive	Levy (Freedom Parkway)					
224 Riverview Lane	Ridgeland (Rivers Landing Road)					
225 Robin Marshall Road	Ridgeland (Pleasant Hill Road)					
226 Root Road	Pumslun (Pumslun Road)					
227 Root Road	Levy (Highway 315)	3993 Pumslun Road	C-357			
228 Root Road	Levy (Roper Road)					
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JASPER COUNTY 'WAY INVENTORY TABLE
 TAB 2 - CQUI - MAINTAINED ROADS

Road Name	Location	Address	IC #	DOT #	Notes	Estimate File
220 Stella Cleland Road	Grove (Rose Patch Road)		C-27	L-291		
221 Stephens Road	Cooper/Alcudia (Macarandoliz Road)			L-160		
222 Sinyer Funeral Home Road (Paved)	Hardeeville (Sinyer Road)		C-323	L-355		
223 Sinyer Way	Stables Hill (Stables Hill Road)			L-491		
224 Sinyer Crest Road	Rockwood (Deloss Park Road)			L-481		
225 Sinyer Hill	Switzerland (Highway 17)			L-471		
226 Soper Lane Road	Point South (Mackey Point Road)		C-280	L-840	opposed. 2460' (at 3700') within Boggsland	
227 Sunninghill Road	Old House (Old House Road)			L-1049		
228 Sunset Circle	Rockwood (Wise Street)		C-137	L-527		
229 Swiftlane Lane	Elmore (Elmore Road)			L-589		
230 Swainwood Drive	Robertville (Callan Hill Road)			L-581		
231 Swainwood Road (Dirt Portion)	Great Swains/Farbar (Farbar Road)			L-76	all 450' within Boggsland	
232 Taylor Drive	Robertville (Dye Branch Road)		C-281	L-292		
233 Taylor School Road	Cherry Fork (Lowcountry Drive)	337 Lowcountry Road		L-573		
234 Thomas Woods Road	Rockwood (S. Cortes Mill & Elmore Road)		C-38	L-552		
235 Traction Hill Lane	Rockwood (Traction Hill)			L-377		
236 Traction Hill Loop	Beavers Dam (Beavers Dam Church Road)					
237 Tom Geaffria Road	Elmore (Sons Hill Road)			L-525		
238 Tom Johnson Road	Point South (Elmeridge Road)	770 Elmeridge Road	C-74	L-325		
239 Tomson Road	Wagon Branch (Elmore Road)	3991 Elmore Road	C-47	L-381		
240 Tomson Road	Callsonville (Pineknob Road)		C-347a	L-310		
241 Tomson Road	Levy (Bellinger Hill Road)		C-347	L-359		
242 Tomson Road	Hardenville (Deerfield Road)		C-315	L-368	all 450' within Hardeeville	
243 Tomson Road	Robertville (Dye Branch Road)		C-20			
244 Tomson Road	Pumyburg (Pumyburg Road)		C-21			
245 Tomson Road	Sweet Hill (Family Drive)	394 Family Drive				
246 Tomson Road	Robertville (Robertville Road)	448 Robertville Drive				
247 Tomson Road	Robertville (Robertville Road)	526 Robertville Drive				
248 Tomson Road	Robertville (Robertville Road)	177 Robertville Drive				
249 Tomson Road	Robertville (Robertville Road)	311 Robertville Drive				
250 Tomson Road	Point South (Elmeridge Road)	768 Elmeridge Road				
251 Tomson Road	Point South (Elmeridge Road)	742 Elmeridge Road				
252 Tomson Road	Ridgeband (Frontage & Brewhite Road)	242 Rice Shale Road				
253 Tomson Road	Robertville (Bee's Creek Road)	414 Bee's Creek Road	C-272a	L-469		
254 Tomson Road	Robertville (Bee's Creek Road)	458 Bee's Creek Road	C-277			
255 Tomson Road	Robertville (Bee's Creek Road)	94 Bee's Creek Road	C-278			
256 Tomson Road	Robertville (Bee's Creek Road)	120 Michelmills Road	C-250			
257 Tomson Road	Robertville (Bee's Creek Road)	93 Michelmills Road	C-255			
258 Tomson Road	Cherry Point (Lowcountry Drive)	749 Lowcountry Drive	C-224			
259 Tomson Road	Pumyburg (Pumyburg Road)	1755 Pumyburg Road	C-300			
260 Tomson Road	Pumyburg (Pumyburg Road)	11685 Pumyburg Road	C-301			
261 Tomson Road	Pumyburg (Pumyburg Road)	11685 Pumyburg Road	C-301a			
262 Tomson Road	Robertville (Bee's Creek Road)	607 North Charlie Highway	C-24			
263 Tomson Road	Pumyburg (Old Charleston Road)	511 Old Charleston Highway	C-303			
264 Tomson Road	Pumyburg (Pumyburg Road)	477 Old Charleston Highway	C-304			
265 Tomson Road	Pumyburg (Pumyburg Road)	874 Pumyburg Road	C-309			
266 Tomson Road	Pumyburg (Pumyburg Road)	878 Pumyburg Road	C-310			
267 Tomson Road	Red Dam (Billevard Road)	1555 Wescota Road	C-311			
268 Tomson Road	Princeton (Cypress Branch Road)	Steighl Georgia from Cliff Pen Road	C-342			
269 Tomson Road	Hardeeville (Church Road)	Access from West Lumber Road	C-320			
270 Tomson Road	Levy (Levy Road)	195 Strain Place	C-350			
271 Tomson Road	Levy (Levy Road)	676 Nelsons Court	C-375			
272 Tomson Road	Levy (Levy Road)	688 Nelsons Court	C-376			
273 Tomson Road	Levy (Levy Road)		C-377			
274 Tomson Road	Levy (Highway 315)	3946 S. Orling Highway	C-380			
275 Tomson Road	Bee's Creek (Bee's Creek Road)	1453 Bee's Creek Road	C-295			
276 Tomson Road	Rockwood (Julien's Landing Road)	434 Dulles Park Road	C-197			
277 Tomson Road	Rockwood (Julien's Landing Road)	End of Dulles Park Road	C-202			
278 Tomson Road	Cherry Hill (Cherry Hill Road)	877 Steeles Jay Road	C-255			
279 Tomson Road	Hardeeville (Stoney Road)	834 Cherry Hill Road	C-268			
280 Tomson Road	Grove (Lorneforville & Beavers Dam Road)	58 Sinyer Road	C-324	L-287		
281 Washboard Lane	Rockwood (Highway 278)			L-172		



Road Name	Location	Address	IC #	DOT #	Notes	Encumbrance Info
341 Wellington Drive	Wellington (Old House Road)		C-218	L-591	approx. 1397 (of 3387) in Rippeband	
342 Wellington Loop	Wellington (Old House Road)		C-219	L-823		
343 Wesley Gavin Road	Gilkesville (Lansfordville Road)		C-12			
344 Westberry Street	Old House (Old House Road)			L-868		
345 Westford Place	Cheery Hill (Strabshaw Road)			L-708		
346 Whittle Shop Road	Tilman (Long Road & Tilman Road)			L-490		
347 Wick Lumber Road (Paved)	Hordessville (Church Road)		C-318	L-556		
348 Wick Lumber Spur (Paved)	Hordessville (Church Road)		C-319	L-557		
349 Williams Avenue	Hordessville (Church Road)		C-321	L-508		
350 Williams Grocery	Rivers Hill (Rivers Hill Road)		C-23	L-826		
351 Williams Road	Robertville (Bertenson Road)		C-147a			
352 Wilson Court	Forville (Forville Road)			L-748		
353 Wilzer Lane	Point South (Rosemary Road)			L-1015		
354 Woods Cemetery	Grays (Ebo Road)	off Beaver Dam Road	C-18			
355 Woodville Road	Woodville (Gilson Branch Road)		C-89	L-599		
356 Woodville Road	Tilman (Tilman Road)		C-166	L-528		
357 Wolfe Point Road	Woodville (Light Farm Road)		C-213	L-846		
358 Wilson Road	Woodville (Light Farm Road)			L-1008	approx. 1165 (of 1670) in Rippeband	
359 Wourners Estate Road	Rippeband (Highway 278)			L-544	off 1397 within Rippeband	
360 Young Street	Hordessville (Desfield Road & Shiny Road)			L-505	off 527 within Hordessville	
361 Young Street	Hordessville (Paynesville Road)		C-317	L-826		
362 Zion Church Road	Prestand (Zig Zag Branch Road)		C-186	L-269		
363 Zion Church Road	Robertville (Black Swamp Road)		C-172		REMOVED FROM COUNTY SYSTEM	
364 Zion Miller Road	Tilman (Tilman Road)	2117 Tilman Road	C-171			
365 Zion Harrison Loop		207 Woodville Road				



	County Paved Road	Location
78	Dawn Street	Hardeeville (Paynesville Road)
100	Family Circle	Fordville (Fordville Road)
102	Firefly Drive	Fordville (Captain Bill Road)
227	Ridgeland Hospital Road	Ridgeland (Grays Highway)
249	Schinger Avenue	Cherry Point (Pearlsine Drive)
275	Stiney Funeral Home Road	Hardeeville (Stiney Road)
347	Wicks Lumber Road	Hardeeville (Church Road)
348	Wicks Lumber Spur	Hardeeville (Church Road)



PROJECT NO.: 16176-0027
 FEBRUARY 2017



Prepared by Alliance Consulting Engineers, Inc.

**EXHIBIT B TO 2018 OMNIBUS ROAD ORDINANCE
REPRODUCTION OF 1998 MASTER LIST OF COUNTY ROADS**

1998 MASTER COUNTY ROAD LIST

County Road No.	Name/Description of County Roads	Footage	Total Miles
C-1	Red Malphrus	1,550	0.29
C-2	Julliette Daring	2,830	0.54
C-3	Vaughn Rd	2,000	0.38
C-4	New Rd	1,240	0.23
C-5	Gillisonville Ball Park Rd	770	0.15
C-7	JD Allen	275	0.05
C-8	Bob Youmans	490	0.09
C-9	Garvin Road (Gillisonville)	935	0.18
C-10	Marion Koth	1,380	0.26
C-11	Sheila Wright	880	0.17
C-12	Wesley Garvin	1,580	0.30
C-13	Robert Lee Smith	4,525	0.86
C-14	H.O. Smith	3,010	0.57
C-15			
C-16	Wall Road (Grays)	1,915	0.36
C-17	Ethyl Woods	4,600	0.87
C-18	Woods Cemetary	800	0.15
C-19	Charlette Baby	215	0.04
C-20	Rivers Hill Cross Road (1st Right)	970	0.18
C-21	Rivers Hill Cross Road (2nd Right)	565	0.11
C-22	Past Rivers Hill Cross Road (1st Right)	575	0.11
C-23	Williams Grocery (Rivers Hill)	660	0.13
C-24	Johnny Peeples	3,025	0.57
C-25	Randolph Smith	470	0.09
C-26	Ben Joe Smith	430	0.08
C-27	Stella Cleland	2,375	0.45
C-28	Edison Smith	3,140	0.59
C-29	Benard Crosby	2,210	0.42
C-30	Barney Crosby	440	0.08
C-31	Nanny Tindall	610	0.12
C-32	Tindall Cemetary	350	0.07
C-33	Bay Road		0.00
C-34	Jake Malphrus	1,890	0.36
	TOTAL	46,705	8.85

Sheet2

County		Total	
Road No.	Name of Road	Footage	Miles
C-35	Walter Shipes	675	0.13
C-36	Strecher Davis	840	0.16
C-37	Jim Horton	500	0.09
C-38	Tina Manker	2,640	0.50
C-39	C.L. Smith	1,905	0.36
C-40	Havey Cleland Rd	8,606	1.63
C-41	Bobby Smith	8,140	1.54
C-42	Mary Ann Rowell	900	0.17
C-43	Corner Store Loop (1st Rd)	460	0.09
C-44	Corner Store Loop Club (2nd Rd)	1,225	0.23
C-45	Corner Store Rd (Hwy 462)	4,325	0.82
C-46	Blackwell Rd (Hwy 462)	145	0.03
C-47	Leo Frazier (Hwy 462)	850	0.16
C-48	Julian Brisbane	420	0.08
C-49	Coosawhatchie School	1,655	0.31
C-50	Oak Tree Lane (Coosaw School, 2nd Right)	230	0.04
C-51	Sand Bed Rd (Coosaw School, 1st Right)	690	0.13
C-52	Charles Smith (Across from Moncipo)	665	0.13
C-53	Chapel on the Hill	2,020	0.38
C-54	Johnny Ryan Rd	640	0.12
C-55	Gilmania	5,085	0.96
C-56	Ned Washington	106	0.02
C-57	Drug Road	4,900	0.93
C-58	Bowers Rd	1,100	0.21
C-59	Point South Overpass	660	0.13
C-60	Cabbage Patch	2,550	0.48
C-61	Leg off Cabbage Patch (Rhonda Grant)	350	0.07
C-62	Buckfield Rd	1,260	0.24
C-63	Buckfield past Cabbage Patch	800	0.15
C-64	Mackey Point Rd (1st Street Right)	500	0.09
C-65	Mackey Point Rd (2nd Street Left)	950	0.18
C-66	Sugar Loaf	1,340	0.25
C-67	Simon Clark	350	0.07
		57,482	10.89

Sheet3

County		Total	
Road No.	Name of Road	Footage	Miles
C-68	Peter Haywood	570	0.11
C-69	Leon Ryan	290	0.05
C-70	Chris Pinckney	1,040	0.20
C-71	Dell Davidson	510	0.10
C-72	Ben Riley	1,190	0.23
C-73	Ben Riley Loop	420	0.08
C-74	Tom Johnson	2,000	0.38
C-75	Billy Twitty	465	0.09
C-76	Wesley Etheridge	900	0.17
C-77	Schillings Rd	960	0.18
C-78	Saw Dust Pile Subdivision	1,500	0.28
C-79	Saw Dust Pile Subdivision (1st Left)	750	0.14
C-80	Saw Dust Pile subdivision (2nd Left)	240	0.05
C-81	Ervin Green	2,165	0.41
C-82	Fire Tower	9,410	1.78
C-83	Eddie Woods	1,150	0.22
C-84	Eunice Woods	1,650	0.31
C-85	Cleveland Woods	200	0.04
C-86	George Youmans	540	0.10
C-87	Tram Road	9,000	1.70
C-88	Florence Redding	528	0.1
C-89	Woodsville Cross Road (Church)	1,300	0.25
C-90	Leroy Newton	555	0.11
C-91	Dan Smith	600	0.11
C-92	Blatchley	1,070	0.20
C-93	Debra Devore	528	0.1
C-94	Gillison Branch Cemetary	2,380	0.45
C-95	Otto Road	430	0.08
C-96	Lonnie Nettles	4,600	0.87
C-97	Charles Jones #1	340	0.06
C-98	Charles Jones #2	560	0.11
C-99	Elmore Garvin	300	0.06
		48,141	9.12

Sheet4

County			
Road No.	Name of Road	Footage	Miles
C-100	Church Road (past Charlie Jones)	735	0.14
C-101	Wilhelmenia Bryd	1,230	0.23
C-102	Lonnie Darien	365	0.07
C-103	Power Line (Noonan)	3,210	0.61
C-104	Maggie Ellis #1	675	0.13
C-105	Maggie Ellis #2	465	0.09
C-106	Zig Zag Road	12,590	2.38
C-107	Eunice Doe	450	0.09
C-108	Garvin Road (Hwy 601)		0.40
C-109	Graves Loop Rd	810	0.15
C-110	Doe's Store	445	0.08
C-111	Richard Pollins	820	0.16
C-112	Tie Branch Loop (Lee Lawyer)	12,070	2.29
C-113	Tie Branch Spur		
C-114	Frazier Road (Tie Branch Hwy)	270	0.05
C-115	Soloman Temple	670	0.13
C-116	Union Camp (Robertville-across from Sol)	1,180	0.22
C-117	Geothe Loop (Robertville)	480	0.09
C-118	Robertville Loop (Hwy 321-N)	3,560	0.67
C-119	Robertville Loop 1st Right (S-27-50)	2,670	0.51
C-120	Robertville Loop 2nd Right (S-27-50)	2,165	0.41
C-121	Robertville Loop 3rd Right (S-27-50)	2,325	0.44
C-122	Robertville Loop 4th Right (S-27-50)	1,165	0.22
C-123	Zion Church (321 to Black Swamp Rd)	2,200	0.42
C-124	Robertville 1st Right (S-27-26)	720	0.14
C-125	Robertville 2nd Right (S-27-26)	375	0.07
C-126	Robertville 1st Left to School (S-27-26)	2,035	0.39
		53,680	10.57

Sheet5

County			
Road No.	Name of Road	Footage	Miles
C-127	Linda Russell		0.00
C-128	Robertville 2nd Left (S-27-26)	850	0.16
C-129	Pineland Club	3,340	0.63
C-130	321-601 Cut-off	2,030	0.38
C-131	Purnell Cougar	250	0.05
C-132	Sardis Cemetary	1,820	0.34
C-132a	Lonnie Nettles Cut-off (Great Swamp)	580	0.11
C-133	Darby Plantation	2,310	0.44
C-134	Smith (Great Swamp Church)	635	0.12
C-135	Maxie Mason	515	0.10
C-136	Mack Lowther	1,070	0.20
C-137	Hubert Malphrus	640	0.12
C-138	Good Hope Church	1,270	0.24
C-139	Across from Carswell Cemetary	275	0.05
C-140	Carswell Cemetary	6,570	1.24
C-141	Brown Road	3,168	0.60
C-142	Mathews Stevens	1,400	0.27
C-143	Dasher Cut-Off	360	0.07
C-144	Sherry Parker	535	0.10
C-145	Garbade Store #1	285	0.05
C-146	Garbade Store #2	790	0.15
C-147	Squire Road	285	0.05
C-148	Henry Lee Hamilton	3,260	0.62
C-149	Williams Road (Betterson)		0.00
C-150	River City	4,785	0.91
C-151	Stokes Bluff Road	1,525	0.29
C-152	Wells Road	4,275	0.81
		42,823	8.11

Sheet6

County Road No.	Name/Description of County Roads	Total Footage	Converted to Total Miles
C-153	Hickey Haymans	700	0.13
C-154	Emmett Hodges Expressway	3,440	0.65
C-155	Full Gospel Church	1,900	0.36
C-156	Janie Simmons	1,200	0.23
C-157	Wallace Goethe	2,700	0.51
C-158	Aiken Road	1,890	0.36
C-159	Red Bird Lane	250	0.05
C-160	Price Road	1,240	0.23
C-161	Simmons Road	300	0.06
C-162	Jimmy Cleland	1,935	0.37
C-163	Hattie McCullough	675	0.13
C-164	Toomer Road	700	0.13
C-165	Tyler Road	540	0.10
C-166	Wright Road	5,210	0.99
C-167	Floyd Cemetary	1,840	0.35
C-168	Grady Floyd Road	1,030	0.20
C-169	Garvin Road (Wagon Branch)	450	0.09
C-170	Zion Ritter Road	820	0.16
C-171	Eddie Loop	1,325	0.25
C-172	Burrison Road	1,585	0.30
C-173	Fulton Road	850	0.16
C-174	Henry Burrison	980	0.19
C-175	Gadson Road	485	0.09
C-176	Janie Reid	1,770	0.34
C-177	Arick Cordray	830	0.16
C-178	Edith Drayton Loop	2,700	0.16
C-179	Nimmer Farm	9,960	1.89
C-180	Gensie Schuman	2,700	0.51
C-181	Thomas Woods	600	0.11
C-182	Haphazard	10,040	1.90
C-183	Dawson Landing	1,100	0.21
C-184	Hugenot Rd	12,514	2.37
C-185	John Brennon Road	1,345	0.25
C-186	Cemetary Road (Roseland)	1,040	0.20
		76,644	14.16

Sheet7

County		Total	
Road No.	Name of County Roads	Footage	Miles
C-187	Thomas Jenkins Road	380	0.07
C-188	Jenkins Road	920	0.17
C-189			
C-190			
C-191			
C-192	Samuel Gregory Road	435	0.08
C-193	Elder Gregory Road	290	0.05
C-194	Elizabeth Jenkins	445	0.08
C-195	Phillippi Road (Riverview Drive)	2,520	0.48
C-196	Bill Singleton	1,270	0.24
C-197	House Trailer Rd (Across from Tuten Landing Rd)	365	0.07
C-198	JD Oquinn	885	0.17
C-199	Jimmy Oquinn	800	0.15
C-200	Carolyn Jenkins	2,100	0.40
C-201	Lawrence Bowers	686	0.13
C-202	J.R. Horton Rd	1,584	0.30
C-203	Deloss Drive	910	0.17
C-204	Saulsburg Rd	11,825	2.24
C-205	Reynolds (Old House)	1,280	0.24
C-206	Chipper Willow Road	3,980	0.75
C-207	Eugene Dupont Road	255	0.05
C-208	Charles White Road	490	0.09
C-209	Fish Pond Rd (Cherry Hill)	2,112	0.40
C-210	Garry Brelland Rd	280	0.05
C-211	Jones Rd	1,185	0.22
C-212	Gadson	790	0.15
C-213	Polite (Euthaw Church Rd)	430	0.08
C-214	Big Trussell	5,810	1.10
C-215	Little Trussell	1,585	0.30
C-216	Arthur Mitchell (Kelmont Drive)	365	0.07
C-217	Nimmer Subdivision (Ashton Place)	1,500	0.28
C-218	Wellington Rd	4,190	0.79
C-219	Wellington Loop	4,410	0.84
C-220	Summer Hill Rd (Bartoldus)	2,435	0.46
C-221	Last Rd Right before Rusty Cooler (Hwy 278E)	675	0.13
C-222	1st Rd left before Rusty Cooler (Christine Dupont)	1,200	0.23
		58,387	11.06

Sheet 8

County		Total	
Road No.	Name of County Roads	Footage	Miles
C-223	Eddie Dupont	1,190	0.23
C-224	1st Rd Right on 278 before Chipper Willow)	170	0.03
C-225	Resden Wall Road	1,890	0.36
C-226	Milden Hall Rd	1,320	0.25
C-227	Golf Course	14,256	2.70
C-228	Harold Jess	2,250	0.43
C-229	Jenkins Rd (Past Bolan Hall)	2,790	0.53
C-230	Bolen Hall	9,700	1.84
C-231	Middle Road (Tickton Hall)	2,170	0.41
C-232	Tickton Hall Loop	4,250	0.80
C-233	Rabbit Cleland	3,370	0.64
C-234	170 Loop - Camp St. Mary's	265	0.05
C-235	Bailey Loop (Spring Wood Drive)	620	0.12
C-236	Tech School	425	0.08
C-237	1st Rd Past Pearlstine	2,675	0.51
C-238	Island Gas	870	0.16
C-239	Riley Road	835	0.16
C-240	Jasper Station Road	28,512	5.40
C-241	Brabham Rd (Red Dam)	920	0.17
C-242	Buster Rd	525	0.10
C-243	Lively Rd	500	0.09
C-244	Industrial Park (Hardeeville) (Paved)	650	0.12
C-245	James Mack	2,525	0.48
C-246	Ferebee Rd	2,475	0.47
C-247	Old Charleston Rd	29,570	5.60
C-248	Fire Tower		0.50
C-249	Brantleyville	1,490	0.28
C-250	Clifford Brantley	485	0.09
C-251	Rogers Brantley	980	0.19
C-252	Water Cane! #1	1,330	0.25
C-253	Water Cane! #2	675	0.13
C-254	George Rivers	1,540	0.29
C-255	Mattie's Rd	1,531	0.29
		122,754	23.75

Sheet9

County		Total	
Road No.	Name of County Roads	Footage	Miles
C-256	Alex Beaton (Chick-a-dee)	350	0.07
C-257	James Mitchell	3,520	0.67
C-258	Grahamville Cemetary Cut-Off	1,470	0.28
C-259	Logan Lane (Library)	410	0.08
C-260	Patrician Acres (Old Logan Street)	250	0.05
C-261	Patrician Acres Loop Rd (Wise Street)	800	0.15
C-262	Schuler Rd (Across from Sneed Barbar Shop)	925	0.18
C-263	Schuler Rd (2nd Right)	290	0.05
C-264	3rd Rd right past Sneed's Barbar Shop	645	0.12
C-265	Mitchellville Rd (1st left - S-27-101)	350	0.07
C-266	End of Pavement (Mitchellville Rd)	815	0.15
C-267	Battice (Hwy 325)	325	0.06
C-268	2nd Road right from end of Pavement (Mitchellville)	500	0.09
C-269	3rd Road from end of Pavement (Mitchellville)	500	0.09
C-270	4th Right from end of Pavement (Mitchellville)	1,050	0.20
C-271	Mervin Road	1,180	0.22
C-272	LeRoy Mervin Rd	890	0.17
C-273	Sneed Barbar Shop Cut-off	510	0.10
C-274	Robert Sauls Drive	430	0.08
C-275	Shiloh Lodge (Deer Run Road)	690	0.13
C-276	Douglas Orr Loop	635	0.12
C-277	Busy Bee Day Care Rd	1,010	0.19
C-278	1st Right Past Busy Bee Day Care Rd	950	0.18
C-279	2nd Right Past Busy Bee Day Care Rd (Stevens)	540	0.10
C-280	Two Post Road	610	0.12
C-281	H Wright Junk Yard	1,480	0.28
C-282	Douglas Orr Thru Rd	2,200	0.42
C-283	1st Right off Douglas Orr Thru Rd	460	0.09
C-284	T-Road (Douglas Orr Thu Rd)	2,330	0.44
C-284a	Tick Rd	400	0.08
C-285	Frank Rett	650	0.12
C-285a	Tillman Subdivision (Snookie Lane)	580	0.11
C-286	Golden Nuggett	475	0.09
C-287	Edison Smith	2,376	0.45
C-288	Vi-dock (Capt Bill Road)	930	0.18
C-289	1st Road past Vi-dock	180	0.03
C-290	Bessie's Rd (Lawton Thru Rd)	400	0.08
C-291	Preacher Fish Pond Rd (Depot)	1,615	0.31
		33,721	6.39

Sheet10

County		Total	
Road No.	Name of County Roads	Footage	Miles
C-291-A	Josh Clark	3,168	0.6
C-292	Spring Hill Club Rd	1,690	0.32
C-294	Ike's Rd (Spring Hill area)	1,056	0.20
C-295	Cleland Rd (Spring Hill area)	1,565	0.30
C-296	Woods (Hwy 336)	600	0.11
C-297	Nimmer Hog Farm (Rushwood)	540	0.10
C-298	Ashbury Hill	450	0.09
C-299	Cemetary Drive (Hwy 34)	1,070	0.20
C-300	1st Right past Cemetary Rd (Hwy 34)	1,100	0.21
C-301	2nd Right Past Cemetary Rd (Hwy 34)	615	0.12
C-302	Becks Ferry Cut-off	6,900	1.31
C-303	1st Right Past Purrysburg Com. Center	290	0.05
C-304	2nd Right past Purrysburg Com Center	300	0.06
C-305	Brown Loop	800	0.15
C-306	Brown Rd (1st Right on Hwy 169) (Purrysburg)	300	0.06
C-307	Myers Lake	650	0.12
C-308	1st Right past trash site (Hwy 34) (Took Back)	530	0.10
C-309	2nd Right past trash site (Hwy 34)	500	0.09
C-310	3rd Right past trash site (Hwy 34)	1,730	0.33
C-311	4th Right past trash site (Hwy 34)	450	0.09
C-312	(Paved Rd-Omit)		
C-313	Robin Meador	255	0.05
C-314	Hwy 259 (School Cut Rd)	1,040	0.20
C-315	Church at Wicks - Overpass (Hwy 321)(Turning L	1,090	0.21
C-316	Dawn Avenue	750	0.14
C-317	Young St	890	0.17
C-318	Wick's Lumber	790	0.15
C-319	Spur off Wick's Lumber	620	0.12
C-320	Across Wick's Lounge (J. J. Lounge)	465	0.09
C-321	Williams Avenue	500	0.09
C-322	1st Right past Railroad	300	0.06
C-323	Stiney Funeral Home	500	0.09
C-324	104 to 321 1st Left Past Stiney	1,000	0.19
C-325	Louisa Jones	1,185	0.22
		33,689	6.38

Sheet11

County		Total	
Road No.	Name of County Roads	Footage	Miles
C-326	Jackson Loop	880	0.17
C-327	Best Street (S-27-132)	1510	0.29
C-328	Glover Street	500	0.09
C-329	Simmons St	300	0.06
C-330	Short St	250	0.05
C-331	1st Left Under I-95 (Hwy 46)	225	0.04
C332	Cemetary Rd (Fork of 46 &176)	1,350	0.26
C-333	Clay Rd (Hwy 170)	750	0.14
C-334	Lee Roy Chisolm	360	0.07
C-335	Southwood Estates B369	3,500	0.66
C-336	Fish Pond (Hwy 170)	960	0.18
C-337	Dorothy Ford	465	0.09
C-338	2nd Left before Pineland	900	0.17
C-339	2nd Left before Pineland	750	0.14
C-340	1st Right Loop past Hwy 208 (Hwy 170)	1,455	0.28
C-341	Off Curve (Hwy 208)	370	0.07
C-342	Grant Drive	1,590	0.30
C-343	Across from Mrs. Crosby to Hwy 170)	950	0.18
C-344	Barbara Clark	800	0.15
C-345	Dunham Loop	1,050	0.20
C-346	Dunham Drive	790	0.15
C-347	1st Left past Dunham Drive (Elaine Farm Rd)	610	0.12
C-348	Elaine Farm off end of pavement	1,900	0.36
C-350	KFC Hwy 379	360	0.07
C-351	17-S Storage	325	0.06
C-352	Across from Pond, Hwy 17-S (Paved)	6,940	1.31
C-353	Anthony Robinson	485	0.09
C-354	Roper Rd Loop (Hwy 342)	1,640	0.31
C-355	Roper Rd	2,900	0.55
C-356	Bingo Club	1,265	0.24
C-357	Rock Rd (at Bryant's)	630	0.12
C-358	Cooks Landing (Hwy 89)	500	0.09
C-359	Mungin Creek	2,450	0.46
C-360	1st Right past Mungin Creek (Rd 170)	790	0.15
		40,500	7.67

Sheet12

County		Total	
Road No.	Name of County Roads	Footage	Miles
C-361	Reynolds Rd (1st Left past Mungin Creek)	1,380	0.26
C-362	Ford Rd (Pat Wall)	700	0.13
C-363	Dressen Rd	2,375	0.45
C-364	Wildman (1st Left past Hwy 395) (Hwy 92)	890	0.17
C-365			
C-366	Dan Chalmers Rd	1,500	0.28
C-367	Turn Bridge Landing	7,920	1.50
C-367a	Turn Bridge Cut-off	500	0.09
C-368	Shad Cemetary	1,440	0.27
C-369	St. Stevens Church	270	0.05
C-370	Dog Pen		
C-371	Left Fork at Dog Pen	6,070	1.15
C-372	Squeeky's Road	1,025	0.19
C-373	Bo Gator	1,100	0.21
C-374	Prince Court	2,400	0.45
C-375	Nelson Court (1st Left)	640	0.12
C-376	Nelson Court - Straight off at end of pavement	600	0.11
C-377	Nelson Court - Right at end of Pavement	950	0.18
C-378	Junk Yard Rd (Across from Nelson Court) (Springwood Drive)	1,100	0.21
C-379	Union Creek Landing	5,315	1.01
		36,175	6.85

2016 WL 5820152 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

September 23, 2016

*1 Mr. Bradley T. Farrar, Esq.
Chief Deputy Richland County Attorney
P.O. Box 192
Columbia, South Carolina 29202

Dear Mr. Farrar,

Attorney General Alan Wilson has referred your letter to the Opinions section regarding two ordinances adopted by Richland County that allow county resources to be used on private property. Your letter requests this Office's opinion on whether either ordinance violates "the general prohibition against using public funds to perform work on private property, under circumstances where the County in each ordinance articulates public purposes as part of specific criteria principally tailored toward health, safety, public emergency vehicular access and the like?"

Law/Analysis

The first ordinance addressed in your request is found in the Richland County Code of Ordinances, Chapter 21, "Roads, Highways and Bridges," Section 21-13, "Emergency maintenance of roads," which reads as follows:

(a) No work may be performed on any roadway not already maintained by the county unless the county administrator determines that access to such roadway is necessary for the performance of one or more public functions, and the following conditions exist:

- (1) Such a roadway is the only access for one (1) or more property owners or residences, and
- (2) Emergency medical services, sheriff department vehicles and other county vehicles cannot, in the lawful performance of their duties, gain full and immediate access to at least one (1) residence unless road scraping is performed, and
- (3) At least one (1) of the properties to be accessed is used as a primary residence.

(b) Any work pursuant to this section will be done on a one-time basis only. In such cases, the county department of public works is limited to the minimum improvements that will allow full and immediate access to the affected residences. Crusher-run, gravel, pipe or other materials will not be routinely provided.

The second ordinance, Section 21-16, "Work on private property," reads as follows:

The county department of public works is prohibited from performing any work on private property not specifically authorized under the provisions of this article except in emergency situations involving public health or safety and authorized, in writing, by the county administrator.

Initially, we note that the courts have consistently recognized the basic principle that a local ordinance, just like a state statute, is presumed to be valid as enacted unless or until a court declares it to be invalid. See McMaster v. Columbia Bd. of Zoning

Appeals, 395 S.C. 499, 504, 719 S.E.2d 660, 662 (2011); Casey v. Richland County Council, 282 S.C. 387, 320 S.E.2d 443 (1984); Op. S.C. Atty. Gen., 2003 WL 21471503 (June 4, 2003). Only the courts, and not this Office, possess the authority to declare such an ordinance invalid. Therefore, any ordinance would have to be followed until a court sets it aside.

*2 The Supreme Court of South Carolina established a two-step process to determine the validity of a local ordinance. Foothills Brewing Concern, Inc. v. City of Greenville, 377 S.C. 355, 361, 660 S.E.2d 264, 267 (2008).

The first step is to ascertain whether the county had the power to enact the ordinance. If the state has preempted a particular area of legislation, then the ordinance is invalid. If no such power existed, the ordinance is invalid and the inquiry ends. However, if the county had the power to enact the ordinance, then the Court ascertains whether the ordinance is inconsistent with the Constitution or general law of this state.

South Carolina State Ports Auth. v. Jasper County, 368 S.C. 388, 395, 629 S.E.2d 624, 627 (2006). The General Assembly gave counties broad authority to enact ordinances in the South Carolina Code of Laws as follows:

All counties of the State ... have authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and general law of this State, including the exercise of these powers in relation to health and order in counties or respecting any subject as appears to them necessary and proper for the security, general welfare, and convenience of counties or for preserving health, peace, order, and good government in them. The powers of a county must be liberally construed in favor of the county ...

S.C. Code Ann. § 4-9-25 (1976 Code, as amended). Since your request concerns whether the ordinances violate the prohibition on the use of public funds to perform work on private property, we must consider Article X, Sections 5 and 11 of the South Carolina Constitution.

Article X, Section 5 of the South Carolina Constitution reads as follows:

No tax, subsidy or charge shall be established, fixed, laid or levied, under any pretext whatsoever, without the consent of the people or their representatives lawfully assembled. Any tax which shall be levied shall distinctly state the public purpose to which the proceeds of the tax shall be applied.

S.C. Const, art. X, § 5. This Section has been interpreted to "require that all taxes must be levied for a valid and distinctly stated public purpose." Bus. License Opposition Comm. v. Sumter Cty., 304 S.C. 232, 234, 403 S.E.2d 638, 639 (1991).

Article X, Section 11 of the South Carolina Constitution provides, in relevant part: The credit of neither the State nor of any of its political subdivisions shall be pledged or loaned for the benefit of any individual, company, association, corporation, or any religious or other private education institution except as permitted by Section 3, Article XI of this Constitution ...

S.C. Const, art. X, § 11. This Section has been interpreted to prohibit the expenditure of public funds or resources for the primary benefit of private parties. See State ex rel. McLeod v. Riley, 276 S.C. 323, 329, 278 S.E.2d 612, 615 (1981), *overruled on other grounds by* WDW Prop. v. City of Sumter, 342 S.C. 6, 535 S.E.2d 631 (2000).

*3 In an August 29, 2003 opinion, this Office examined the case law interpreting what constitutes a "public purpose" and how courts review a legislative determination of public purpose. In that opinion we stated the following:

It is well-settled that the expenditure of state funds must be for a public, not a private purpose. Elliott v. McNair, 250 S.C. 75, 156 S.E.2d 421 (1967); Haesloop v. Charleston, 123 S.C. 272, 115 S.E. 596 (1923). As the Court suggested in Elliott, the Due Process Clause of the Constitution (federal and state) requires that public funds must be expended for a public purpose. Moreover, Article X, Section 5 of the South Carolina Constitution requires that taxes (public funds) be spent for public purposes. While each case must be decided on its own merits, the notion of what constitutes a public purpose has been described by our Supreme Court in Anderson v. Baehr, 265 S.C. 153, 217 S.E.2d 43 (1975) as follows:

[a]s a general rule a public purpose has for its objective the promotion of the public health, safety, morals, general welfare, security, prosperity and contentment for all the inhabitants or residents, or at least a substantial part thereof. Legislation [i.e., relative to the expenditure of funds] does not have to benefit all of the people in order to serve a public purpose.

217 S.E.2d at 47. See also, WDW Properties v. City of Sumter, 342 S.C. 6, 535 S.E.2d 631 (2000); Nichols v. South Carolina Research Authority, 290 S.C. 415, 351 S.E.2d 155 (1986); Carl v. South Carolina Jobs-Economic Development Authority, 284 S.C. 438, 327 S.E.2d 331 (1985); Bauer v. S.C. State Housing Authority, 271 S.C. 219, 246 S.E.2d 869 (1978); Caldwell v. McMillan, 224 S.C. 150, 77 S.E.2d 798 (1953). As emphasized in Bauer, the “mere fact that benefits will accrue to private individuals or entities does not destroy public purpose.” 271 S.C. at 29.

Op. S.C. Atty. Gen., 2003 WL 22050883 (August 29, 2003). In Anderson, the Court cautioned, “It is not sufficient that an undertaking bring about a remote or indirect public benefit to categorize it as a project within the sphere of “public purpose.”’D’ 265 S.C. at 163, 217 S.E.2d at 48. Further, the Court stated in Elliott that “the question of whether an act is for a public purpose is primarily one for the Legislature, and this court will not interfere unless the determination by that body is clearly wrong.” 250 S.C. at 88, 156 S.E.2d at 428.

In Nichols, the Court reaffirmed the following test to determine whether a legislative finding of a “public purpose” is clearly wrong:

The Court should first determine the ultimate goal or benefit to the public intended by the project. Second, the Court should analyze whether public or private parties will be the primary beneficiaries. Third, the speculative nature of the project must be considered. Fourth, the Court must analyze and balance the probability that the public interest will be ultimately served and to what degree.

*4 351 S.E.2d at 163.

With this frame work in mind, we examine the ordinances contained in your request to determine whether they comply with Section 4-9-25 and applicable constitutional provisions. As your request letter notes, this Office has affirmed in numerous prior opinions that “there is a prohibition against using public equipment and labor (i.e. public funds and resources) on private property.”¹ In fact, this Office’s June 4, 1990 opinion written to Richland County Attorney C. Dennis Aughtry is strikingly similar to the instant opinion request. Op. S.C. Atty. Gen., 1990 WL 599297 (June 4, 1990). The question raised in that opinion was, “May public funds be constitutionally expended by Richland County Council for the maintenance of private roads or driveways? Is the enclosed ordinance constitutional?” Id. at *2. The proposed ordinance read as follows:

No work may be performed on any road not already maintained by the County unless such road be dedicated by recorded instrument to the public, and the following conditions are satisfied:

- 1) Such road is the only access for one or more property owners or residents and at least one of the properties to be accessed is used as a primary residence;
- 2) Emergency medical services, sheriff’s department vehicles and other county vehicles cannot, in the lawful performance of their duties, gain full and immediate access to a residence unless road scraping is performed.

When such roads are dedicated and the above-cited conditions are noted, the Richland County Public Works department may perform only such work necessary to allow full and immediate access to the affected residences by emergency medical service, sheriffs department vehicles and other county vehicles.

Such proposal would amend Section 21-7 of the present Richland County Code.

Id. (emphasis added). The proposed ordinance in the prior opinion closely tracks the language of Section 21-13 in the instant opinion with the notable omission of the requirement of that such roads be dedicated to the public.

In the following excerpt, the opinion discussed how after acceptance of an irrevocable dedication of the private roadway by a political subdivision, the maintenance of such roadways would constitute a valid public purpose:

It is beyond argument that maintenance of a public road constitutes a public purpose for which public resources (funds, equipment, personnel, etc.) may be expended. I would also note that the ordinance under consideration requires that any scraping must be done for the passage of certain emergency vehicles.

...
There is authority in other jurisdictions which concludes that public safety alone represents a legitimate public purpose and that where an ordinance designed to promote public safety provides for the maintenance of private roads or streets, such is valid ... We decline to follow these cases, however, because other authority suggests that a much stricter standard is preferable where the maintenance of roadways at public expense is involved. These cases suggest that, in the enactment of an ordinance such as here, there must not only be a determination of a need to promote public safety or some other public purpose, but that there must also be an irrevocable dedication of the private property to the public, before an ordinance meets the public purpose test.

*5 ...

While we have not found any authorities rendered by our Supreme Court directly addressing the kind of ordinance being considered here, we have located an Order issued by the Honorable Jonathan McKown, dated October 22, 1984, which substantially deals with this question. Judge McKown held that roads should neither be built, nor maintained, on private property at public expense, unless certain stringent guidelines are followed, namely that there has been an irrevocable conveyance of such property by the landowner for public use: that such instrument is recorded in the county courthouse; and that there is a determination by the county that “the public benefit and use [is] substantial”

Id. at *4-6 (emphasis added). The opinion concluded that the proposed ordinance would likely be found constitutionally valid because it required both a determination of necessity for emergency vehicle passage and public dedication before a road could be scraped. In contrast, Section 21-13 omits the condition of an irrevocable public dedication of a private roadway before public funds or resources can be allocated to maintenance of the private road. Although Section 21-16 does not track as closely as Section 21-13 to the proposed ordinance in our prior opinion, its effect is similar. Section 21-16 prohibits “performing work on private property not specifically authorized under the provisions of this article ...” The referenced article is Article I, “In General” of Chapter 21, “Roads, Highways, and Bridges.” The effect of this ordinance would, like article 21-13, allow the use of public funds and resources on private roadways without a condition of a prior irrevocable public dedication. Because both ordinances omit the requirement of an irrevocable dedication of the private property to the public, under Judge McKown's order and our prior opinions,² it is this Office's opinion that a court would likely find these ordinances violate the South Carolina Constitution's prohibition on using public funds on private property.

Your opinion request raises an additional question of whether, under Section 21-16, an authorization by the county administrator in an emergency situation would provide an exception to the constitutional prohibition on using public funds on private property. Attached to your request, is this Office's November 12, 2015 opinion which was written to Lee County Attorney, Paul M. Fata. Op. S.C. Atty. Gen., 2015 WL 7573851 (November 12, 2015). In that opinion, we considered a similar issue of whether the President of the United States declaring certain counties within the State, including Lee County, disaster areas would serve as an exception to the state constitutional prohibition against using public funds on private property, particularly for hauling dirt and scraping driveways. In declining to find such an exception, our prior opinion stated:

*6 The [Robert T. Stafford Disaster Relief and Emergency Assistance Act] provides a means for the federal government to take certain action to supplement state and local resources to assist the victims of a major disaster. Its purpose is not to grant local governments the ability to do that which is prohibited by state law.

Id. at *4. By the same token, we find that an authorization by the county administrator does not act as a grant for the county to do that which is prohibited by the South Carolina Constitution.

In researching this request, we have not found case law, statutes, or other authority which demonstrates a change in applicable law which would lead us to overrule our prior opinions or come to a different conclusion in regards to this opinion request. In fact, the state statutes which account for emergency situations only allow public bodies to vary from ordinary statutory or regulatory procedures to act in an expedited manner. See Sloan v. Dep't of Transp., 379 S.C. 160, 666 S.E.2d 236 (2008) (interpreting emergency procurement section of the S.C. Consolidated Procurement Code); Occupy Columbia v. Haley, No. 3:11-CV-03253-CMC, 2011 WL 6698990 (D.S.C. Dec. 22, 2011) (interpreting standard for promulgating emergency regulations under S.C. Code Ann. § 1-23-130). These statutes do not allow state agencies or political bodies to deviate from the South Carolina Constitution.

During the Great Depression, the Supreme Court of South Carolina addressed the constitutionality of an act of General Assembly which provided for relief from a deficiency judgment based on the "true value of the mortgaged property." Fed. Land Bank of Columbia v. Garrison, 185 S.C. 255, 193 S.E. 308 (1937). In finding the act unconstitutionally impaired the obligation of mortgage contracts, the Court commented on the exigent circumstances which motivated the General Assembly to act where it stated:

The question of the constitutionality of said act has given me much concern. I am not unmindful of the purpose prompting its passage, nor of the hardship in some instances it was designed to remove. The courts will take judicial notice of the world-wide financial crisis which has existed during the last few years, and that it has been difficult to sell real estate, or other property, at a fair price, either at public or private sale ... I am also not unmindful of the well-settled rule that an act of the Legislature is presumed to be constitutional, and will not be held by the courts to be otherwise unless its unconstitutionality is shown beyond a reasonable doubt. However, it is equally well settled that, if an act runs counter to the plain provisions of the Constitution, the courts should not hesitate to so declare and hold the act invalid.

Id. at 310-311. This Office is likewise mindful that the Richland County Council likely passed Sections 21-13 and 21-16 in good faith to address emergency needs within the County. However, this Office is obligated to follow our state courts' interpretation of the South Carolina Constitution and our prior opinions.

Conclusion

*7 We hope that the guidance provided above will assist you and Richland County Council in your consideration of the further action regarding the ordinances discussed above. This Office is, however, only issuing a legal opinion based on the current law at this time and the information as provided to us. Until a court or the General Assembly specifically addresses the issues presented in your letter, this is only an opinion on how this Office believes a court would interpret the law in the matter. Additionally, you may petition the court for a declaratory judgment, as only a court of law can interpret statutes and make such determinations. See S.C. Code § 15-53-20 (1976 Code, as amended). If it is later determined otherwise, or if you have any further questions or issues, please let us know.

Sincerely,

Matthew Houck
Assistant Attorney General

REVIEWED AND APPROVED BY:

Robert D. Cook
Solicitor General

Footnotes

- 1 Ops. S.C. Atty. Gen., 2015 WL 7573851 (November 12, 2015) (advising Lee County on use of public funds and equipment on private property after the county was declared a disaster area under the Robert T. Stafford Disaster Relief and Emergency Assistance Act); 2003 WL 21471508 (June 2, 2003) (advising the Town of Briarcliffe Acres on use of taxpayer funds to maintain private lakes); 1997 WL 569010 (July 16, 1997) (advising Union County on use of county resources to repair private road located within a church cemetery); 1997 WL 419918 (June 20, 1997) (advising on Marion County maintenance of 500 miles of dirt roads within the County where it was not clear how many had been granted to the County through easement, deed, or other type of dedication); 1995 WL 803662 (May 19, 1995) (discussing whether the Town of Hampton could use public funds on private property to close one drainage ditch, and dig another drainage ditch); 1987 WL 342688 (September 30, 1987) (advising on York County use of road scrapers on private roads made impassable by weather conditions); 1987 WL 342831 (April 2, 1987) (advising Aiken County on use of public funds for installation of permanent structures on property not owned by the County); 1986 WL 192043 (August 1, 1986) (use of "C" Funds for paving of private roads requires a dedication to the State); 1967 WL 11888 (August 18, 1967) ("I advise that the County Supervisor, in the opinion of this office, cannot use the road machinery of Calhoun County for hire to do work on private property. The public equipment is provided by public funds to be used for public purposes and cannot validly be used for private purposes.").
- 2 This Office recognizes a long-standing rule that it will not overrule a prior opinion unless it is clearly erroneous or a change occurred in the applicable law. Ops. S.C. Atty. Gen., 2013 WL 6516330 (Nov. 25, 2013); 2013 WL 3762706 (July 1, 2013); 2009 WL 959641 (March 4, 2009); 2006 WL 2849807 (September 29, 2006); 2005 WL 2250210 (September 8, 2005); 1986 WL 289899 (October 3, 1986); 1984 WL 249796 (April 9, 1984).
2016 WL 5820152 (S.C.A.G.)

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1975 WL 29263 (S.C.A.G.)

Office of the Attorney General

State of South Carolina

September 12, 1975

*1 Mr. William R. Byars, Jr.
County Attorney
P. O. Box 590
Camden, South Carolina 29020

Dear Mr. Byars:

As I understand the facts set forth in your letter of August 28, 1975, and our conversation of September 9, 1975, the Lugoff Water District has a facility located near the Wateree River, access to which is via a private road. This road, running through property owned by a lumber company, exists mainly for the benefit of and is used mainly by the water district. You have requested an opinion from this office as to whether county equipment can be used to maintain this road as the road is presently in bad condition and the water district has no equipment for such work.

This office has consistently advised local authorities in the various counties of our state that the expenditure of public funds and the use of public machinery on private roads and driveways in which the public has no legal interest is unlawful. See, 1961 OPS.ATTY.GEN. 168; 1962 OPS.ATTY.GEN. 176; 1964 OPS.ATTY.GEN. 91. The basis of this conclusion lies in the fact that maintenance and upkeep of private roads and driveways constitutes an expenditure of public funds and utilization of public resources for private purposes.

Article X, § 9 of the Constitution of South Carolina provides that money shall be drawn from the Treasury only in pursuance of appropriations made by law. This section has been construed by our Supreme Court to prohibit any officers of the State from applying public funds to any purpose not authorized by law. Butler v. Ellerbe, 44 S.C. 256, 22 S.E. 425. The universally recognized limitation upon the power of the State to tax and expend tax monies for private benefit was declared forcefully by the United States Supreme Court in Savings and Loan Association v. Topeka, 22 L.Ed. 455, 20 U.S. (Wall) 655: To lay, with one hand, the power of the government on the property of the citizen, and with the other to bestow it upon favored individuals . . . is nonetheless a robbery because it is done under forms of law . . .

According to the facts you have provided us, neither Kershaw County nor the Lugoff Water District has any legal interests or rights in the road to the facility near the Wateree River. Thus, it can be assumed that the owners of the property through which the road has been built conceivably could deny access to the facility at their discretion and utilize the road solely for private purposes. Therefore, so long as neither the county nor the water district, both being political subdivisions of the State, has any legal interests or rights in the road, expenditure of public funds and the use of public machinery for maintenance and upkeep of the road would be unlawful.

Sincerely,

W. Joseph Isaacs
Legal Assistant

1975 WL 29263 (S.C.A.G.)

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2015 S.C. AG LEXIS 99

Office of the Attorney General of the State of South Carolina

Reporter
2015 S.C. AG LEXIS 99

[NO NUMBER IN ORIGINAL]

November 12, 2015

Core Terms

disaster, public purpose, public funds, private property, disaster area

Syllabus

[*1]

As Lee County Attorney, you have requested an opinion regarding whether being declared a disaster area affects the use of public funds and equipment on private property. Specifically, you ask the following:

the President of the United States has declared Lee County a disaster area as a result of the recent flood. Many property owners have had their driveways and access roads¹ significantly damaged as a result of flood waters inundating their property. Several of these property owners have requested that Lee County assist them by hauling dirt and scraping driveways. Lee County is aware of the prohibition against using public equipment and labor on private property; however, does the fact that Lee County was declared a disaster area create an exception allowing Lee County to assist these property owners?

Request By: Paul M. Fata, Esq.
PO Drawer 568
Bishopville, SC 29010

Opinion By: Elinor V. Lister, Assistant Attorney General; Robert D. Cook, Solicitor General

Opinion

LAW/ANALYSIS:

Traditionally, public funds, equipment, and labor were not to be used [*2] on private property. In a February 3, 2005 opinion, we summarized our prior opinions on this topic and explained their rationale. We stated the following:

[T]his office has repeatedly recognized that public funds must be used for public and not private purposes. See, e.g., Opinion of the Attorney General dated October 8, 2003 citing decisions of the South Carolina Supreme Court in Elliott v. McNair, 250 S.C. 75, 156 S.E.2d 421 (1967); Heesloop v. Charleston, 123 S.C. 272, 115 S.E.2d 596 (1923). In an opinion dated August 29, 2003, we advised that "[T]he Due Process Clause of the Constitution (federal and state) requires that public funds must be expended for a public purpose." Moreover, Article X, Section 5 of the State Constitution requires that taxes (public funds) be spent for public purposes. While each case must be decided on its own merits, the notion of what constitutes a public purpose has been described by our Supreme Court in Anderson v. Beehr, 265 S.C. 153, 217 S.E.2d 43 (1975) as follows:

¹ You informed us by telephone that you consider an "access road" to be a long driveway to a private residence.

(a) a general rule a public purpose has for its objective the promotion of the public health, safety, morals, general welfare, [*3] security, prosperity and contentment for all the inhabitants or residents, or at least a substantial part thereof. . . Legislation (i.e., relative to the expenditure of funds) does not have to benefit all of the people in order to serve a public purpose.

See also: WDW Properties v. City of Sumter, 342 S.C. 6, 635 S.E.2d 631 (2000); Nichols v. South Carolina Research Authority, 290 S.C. 415, 351 S.E.2d 155 (1986); Carl v. South Carolina Jobs-Economic Development Authority, 284 S.C. 438, 327 S.E.2d 331 (1985); Caldwell v. McMillan, 224 S.C. 150, 77 S.E.2d 798 (1953). An opinion of this office dated December 18, 2000 commented that the constitutional requirement of "public purpose. . . was intended to prevent governmental bodies from depleting the public treasury by giving advantages to special interests or by engaging in non-public enterprises." Furthermore, Article X, Section 11 of the State Constitution provides that:

(t)he credit of neither the State nor of any of its political subdivisions shall be pledged or loaned for the benefit of any individual, company, association, corporation, or any religious or private [*4] education institution except as permitted by Section 3, Article XI of this Constitution.

This provision proscribes the expenditure of public funds "for the primary benefit of private parties." State ex rel. McLeod v. Riley, 276 S.C. 323, 329, 278 S.E.2d 612 (1981). The term "credit" has been construed as any "pecuniary liability" or "pecuniary involvement". Elliott v. McNair, supra.

In Nichols, the court established the following test to determine whether the "public purpose" requirement has been met:

(t)he Court should first determine the ultimate goal or benefit to the public intended by the project. Second, the Court should analyze whether public or private parties will be the primary beneficiaries. Third, the speculative nature of the project must be considered. Fourth, the Court must analyze and balance the probability that the public interest will be ultimately served and to what degree.

318 S.E.2d at 163. In Bauer v. S.C. State Housing Authority, 271 S.C. 219, 256 S.E.2d 869 (1978), the Supreme Court warned that "(l) is not sufficient that an undertaking bring about a remote or indirect public benefit to categorize [*6] it as a project within the sphere of public purpose." Paul M. Fata, Esq.

Applying these general principles of constitutional law, we have recognized on numerous occasions that counties and municipalities cannot expand public funds or use equipment or employees to perform work on private property unless a public purpose can be demonstrated. See, e.g. Op. S.C. Att'y. Gen., April 2, 1987 ["(t)his Office has opined on numerous occasions that county equipment and personnel . . . may not be used for work on private property."]; Op. S.C. Att'y. Gen., August 2, 1985 ["this Office has ruled on numerous occasions that public funds or other resources could not be used to perform work or otherwise improve private property."]; Op. S.C. Att'y. Gen., January 9, 1976 [removing dead animals from private property is a proper public purpose for the health and safety of the community and is thus permissible under the State Constitution]; Op. S.C. Att'y. Gen., Op. No. 3968 (February 10, 1975) [a statute authorizing public funds or equipment to be used on private property for no public purpose is invalid]; Op. S.C. Att'y. Gen., February 26, 1971 [use of county prison labor on private property [*6] for no public purpose violates the State Constitution]; Op. S.C. Att'y. Gen., August 18, 1967 [county may not use road machinery of county for private purposes].

Op. S.C. Att'y. Gen., February 3, 2005 (2005 WL 469070).

We stand by our prior opinion and agree with Lee County that there is a prohibition against using public equipment and labor on private property. The issue is whether being declared a disaster area would serve as an exception to this prohibition. The President of the United States declared certain counties in South Carolina a major disaster area. See Press Release, The White House Office of the Press Secretary, President Obama Signs South Carolina Disaster Declaration (October 5, 2015). Lee County was later added to the disaster declaration. See Federal Emergency Management Agency [FEMA], FEMA Amendment No. 7 to Notice of a Major Disaster Declaration. Docket ID FEMA 2015-0002 (October 20, 2015).

To provide some background on federal disaster assistance, the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("Act"), 42 U.S.C.A. § 5121 et seq., has been enacted to provide federal assistance to victims [*7] of disasters when state and local resources are determined to be insufficient. It reflects the "intent of Congress . . . to provide an orderly and continuing means of assistance by the Federal Government to State and local governments in carrying out their responsibilities to alleviate the suffering and damage which result from such disasters. . . ." 42 U.S.C.A. § 5121. According to a legal annotation,

[t]he Act provides for four triggers for federal disaster relief. The two most widely used are presidential declarations of a major disaster² or an emergency situation³. A 'major disaster' is defined as any natural or man-made catastrophe anywhere in the United States which, in the determination of the President, causes damage 'of sufficient severity and magnitude to warrant major disaster assistance . . . to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby,' 42 U.S.C.A. § 5122(2). . . A presidential declaration follows the request by a governor for assistance, after making 'a finding that the [*8] disaster is of such severity and magnitude that effective response is beyond the capabilities of the State and the affected local governments and that Federal assistance is necessary,' 42 U.S.C.A. § 5170. . .

14 A.L.R. Fed. 2d 173.

In order to make a request for assistance, the Governor must:

- (1) respond appropriately under state law, such as by activating the National Guard; (2) execute the state's emergency plan; (3) insure that information has been provided to the Federal Emergency Management Authority regarding the amount and nature of the state and local resources that have been committed; and (4) certify that the state will comply with cost-sharing provisions under the statute.

53 Am. Jur. 2d Military and Civil Defense § 14 [*9] (citing 42 U.S.C.A. § 5170).

The Federal Emergency Management Agency ("FEMA") "is directed to 'coordinate all disaster relief assistance (including voluntary assistance) provided by Federal agencies, private organizations, and State and local governments,' 42 U.S.C.A. § 5192(a)(2). . . FEMA provides aid mainly through emergency assistance, temporary housing assistance, and the Individual and Family Grant Program." 14 A.L.R. Fed. 2d 173. "Assistance can include money for temporary rental assistance and essential home repairs for primary homes, low-cost loans to cover uninsured property losses, and other programs to help survivors recover from the effects of the disaster." See Press Release, Federal Emergency Management Agency (FEMA), "Three More South Carolina Counties Designated for Federal Assistance after Flooding," Release Number DR-4241-SC NR 001 (October 7, 2015). Financial assistance in the means of medical, dental, child care, and funeral expenses can also be provided. See 42 U.S.C.A. § 5174.

The Act provides a means for the federal government to take certain action to supplement [*10] state and local resources to assist the victims of a major disaster. Its purpose is not to grant local governments the ability to do that which is prohibited by state law. Furthermore, Governor Haley was required to provide FEMA the amount and nature of the State and local resources that were committed to disaster relief in order to obtain federal assistance. She most likely would not have included public funds and equipment in Lee County that were prohibited from use under South Carolina law. Accordingly, we do not believe that being declared a major disaster area by the President provides an exception to the State law prohibition against using public funds, equipment, and labor on private property.

² The President of the United States declared the counties in South Carolina a major disaster area.

³ See 42 U.S.C.A. § 5170b(c) and 42 U.S.C.A. § 5191 (b) for the other two triggers. Paul M. Fata, Esq.

-----End Footnotes-----

CONCLUSION:

In conclusion, the fact that Lee County was declared a major disaster area under the Robert T. Stafford Disaster Relief and Emergency Assistance Act does not grant Lee County the power to use public funds and equipment to perform work on private property to repair driveways damaged as a result of the flood.

Please be aware that this is only an opinion as to how this Office believes a court would interpret the law in this matter.

Load Date: 2015-12-03

421 S.C. 110

Supreme Court of South Carolina.

SOUTH CAROLINA PUBLIC INTEREST
FOUNDATION and Edward D. Sloan,
individually, and on behalf of all
others similarly situated, Petitioners,

v.

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION and John V. Walsh,
Deputy Secretary of Transportation
for Engineering, Respondents.

Appellate Case No. 2015-001175

Opinion No. 27738

Heard January 12, 2016

Filed September 14, 2017

Synopsis

Background: Taxpayer and public interest group brought declaratory judgment action against South Carolina Department of Transportation (SCDOT) and Deputy Secretary of Transportation for Engineering at SCDOT, alleging that SCDOT's inspection of privately owned bridges in housing development violated state constitution. The

Circuit Court, Richland County, [2012 WL 10861813](#), L. Casey Manning, J., granted summary judgment in favor of SCDOT. Taxpayer and group appealed. The Court of Appeals, [412 S.C. 18, 770 S.E.2d 399](#), affirmed. Plaintiffs filed petition for writ of certiorari.

Holdings: The Supreme Court, Beatty, C.J., held that:

[1] taxpayers had public-importance standing;

[2] review was warranted under exception to mootness doctrine for controversies capable of repetition but evading review;

[3] expenditure of public funds by SCDOT for inspection of private bridges contravened constitutional requirement that expenditure of public funds serve a public purpose; and

[4] inspection of bridges was ultra vires.

Reversed.

Kittredge, J., filed dissenting opinion in which Costa M. Pleicones, Acting Justice, concurred.

Costa M. Pleicones, Acting Justice, filed dissenting opinion in which Kittredge, J., concurred.

Procedural Posture(s): On Appeal; Motion for Summary Judgment.

West Headnotes (19)

[1] **Appeal and Error** ⇨ Review using standard applied below

Judgment ⇨ Absence of issue of fact

When reviewing a grant of summary judgment, appellate courts apply the same standard that governs the trial court under the rule providing that summary judgment is proper when there is no genuine issue as to material fact and the moving party is entitled to judgment as a matter of law. S.C. R. Civ. P. 56(c).

[2] **Appeal and Error** ⇨ Summary Judgment

When reviewing a grant of summary judgment, an appellate court reviews all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party below. S.C. R. Civ. P. 56(c).

[3] **Action** ⇨ Persons entitled to sue

A plaintiff must have standing to institute an action.

[4] **Action** ⇨ Persons entitled to sue

A party has constitutional standing if he can show: (1) he suffered an invasion of a legally protected interest, which is concrete and particularized, and actual or imminent; (2) a causal connection between the injury and the

challenged conduct; and (3) it is likely the injury will be redressed by a favorable decision.

[5] States ← Rights and remedies of taxpayers

Taxpayers who challenged expenditure of public funds by South Carolina Department of Transportation (SCDOT) for inspection of private bridges did not have constitutional standing; taxpayers did not suffer concrete and particularized injury distinct from that shared by other taxpayers. S.C. Const. art. 10, §§ 5, 11.

[6] Action ← Persons entitled to sue

A party is not required to show he has suffered a concrete or particularized injury in order to obtain public-importance standing, nor must he show he has an interest greater than other potential plaintiffs.

1 Cases that cite this headnote

[7] Action ← Persons entitled to sue

When deciding whether to confer public-importance standing, courts must take the competing policy concerns into consideration, and must also determine whether the party presents an issue of public importance and whether future guidance on that issue is needed.

2 Cases that cite this headnote

[8] Action ← Persons entitled to sue

The key in determining whether to confer public-importance standing is whether a resolution is needed for future guidance.

1 Cases that cite this headnote

[9] States ← Rights and remedies of taxpayers

Taxpayers had public-importance standing to challenge expenditure of public funds by South Carolina Department of Transportation (SCDOT) for inspection of private bridges; issue involved both conduct of a government entity and expenditure of public funds, decision on the

merits could have far-reaching consequences for safety of state's citizens, there was no judicial guidance addressing the issue, and there was evidence that SCDOT would inspect that type of property in the future. S.C. Const. art. 10, §§ 5, 11.

[10] Action ← Moot, hypothetical or abstract questions

A justiciable controversy must be present before any action can be maintained.

[11] Action ← Moot, hypothetical or abstract questions

A "justiciable controversy" is a real and substantial controversy appropriate for judicial determination, as opposed to a dispute or difference of a contingent, hypothetical or abstract character.

1 Cases that cite this headnote

[12] Action ← Moot, hypothetical or abstract questions

A case becomes moot when judgment, if rendered, will have no practical legal effect upon the existing controversy.

1 Cases that cite this headnote

[13] Appeal and Error ← Want of Actual Controversy

Under an exception to the mootness doctrine, if the issue raised is capable of repetition but generally will evade review, the appellate court can take jurisdiction.

[14] Appeal and Error ← Want of Actual Controversy

Under an exception to the mootness doctrine, an appellate court may decide questions of imperative and manifest urgency to establish a rule for future conduct in matters of important public interest.

1 Cases that cite this headnote

[15] **Appeal and Error** ← **Want of Actual Controversy**

If a decision by the trial court may affect future events, or have collateral consequences for the parties, an appeal from that decision is not moot, even though the appellate court cannot give effective relief in the present case.

1 Cases that cite this headnote

[16] **Appeal and Error** ← **Nature of action or proceedings in general**

Under exception to mootness doctrine for controversies capable of repetition but evading review, Supreme Court would review taxpayers' challenge to expenditure of public funds by South Carolina Department of Transportation (SCDOT) for inspection of private bridges; SCDOT had stated that it would inspect private bridges in the future, and issue was one that would typically become moot before it could be reviewed. S.C. Const. art. 10, §§ 5, 11.

[17] **Action** ← **Moot, hypothetical or abstract questions**

When asserting that a controversy falls under the exception to the mootness doctrine for cases capable of repetition but evading review, the party bringing the action need only show the issue raised is capable of repetition and is not required to prove there is a reasonable expectation the issue will arise again; however, the action must be one which will truly evade review.

[18] **States** ← **Limitation of use of funds or credit**

Expenditure of public funds by South Carolina Department of Transportation (SCDOT) for inspection of private bridges contravened constitutional requirement that expenditure of public funds serve a public purpose; owners of bridges, rather than public at large, were beneficiaries of inspections, and it was not

public's responsibility to pay maintenance costs of bridges located within gated community that sought to exclude public from enjoying use of bridges. S.C. Const. art. 10, § 5.

[19] **States** ← **Limitation of use of funds or credit**

Expenditure of public funds by South Carolina Department of Transportation (SCDOT) for inspection of private bridges was not performed upon request of municipality and was thus ultra vires, where request to inspect bridges came from city councilman, not from city. S.C. Code Ann. § 57-3-110(7).

****856 ON WRIT OF CERTIORARI TO THE COURT OF APPEALS**

Appeal from Richland County, L. Casey Manning, Circuit Court Judge

Attorneys and Law Firms

James G. Carpenter and Jennifer J. Miller, both of Greenville, for Petitioners.

Beacham O. Brooker, Jr., of SC Department of Transportation, of Columbia, for Respondents.

Opinion

****857 CHIEF JUSTICE BEATTY:**

*114 South Carolina Public Interest Foundation and Edward D. Sloan,¹ individually and on behalf of all others similarly situated ("Petitioners"), filed this declaratory judgment action against the South Carolina Department of Transportation ("SCDOT") and John V. Walsh, Deputy Secretary of Transportation *115 for Engineering of SCDOT ("Respondents"). Petitioners sought a declaration that SCDOT's inspection of three privately owned bridges violated sections 5 and 11 of article X of the South Carolina Constitution,² which Petitioners assert prohibit the expenditure of public funds for a private purpose. The trial court granted Respondents' motion for summary judgment, finding: Petitioners lacked standing; the controversy was moot and did not fall under any of the exceptions to the

mootness doctrine; and Respondents' actions were not *ultra vires* or unconstitutional. The Court of Appeals affirmed.

S.C. Pub. Interest Found. v. S.C. Dep't of Transp., 412 S.C. 18, 770 S.E.2d 399 (Ct. App. 2015). This Court granted Petitioners' request for a writ of certiorari. We reverse.

I. Factual and Procedural History

Aiken City Councilman Reggie Ebner is a resident of Woodside Plantation, a gated subdivision in the City of Aiken. In September of 2010, Ebner emailed then-State Representative Tom Young asking for guidance on "who is responsible for the design approval, construction inspection, safety requirements and final approval for bridges in the City of Aiken." In July of 2011, Young forwarded an email from his "constituent Reggie Ebner" to Walsh at SCDOT. In the email, Ebner requested SCDOT inspect three wooden bridges located within Woodside Plantation, which he alleged had engineering and construction flaws. Ebner signed the email "Reggie Ebner, City of Aiken Councilman for District 4." After receiving the email, SCDOT conducted an inspection of the three bridges and issued a report on its findings.³ SCDOT estimated the cost of the inspection was \$1,400.

Following the inspection, the Office of the Chief Internal Auditor ("OCIA") for the Commission on the Department of Transportation investigated the propriety of Respondents' actions. In a report to former Secretary of Transportation Robert St. Onge, OCIA made several findings, including:

- *116 (1) The bridges are neither part of the State highway system nor are they owned or maintained by the City of Aiken;
- (2) The request to inspect the bridges came from a city councilman, not from the City of Aiken;
- (3) Prior to the inspection, SCDOT personnel made a direct inquiry to the City of Aiken and verified that the bridges were private property;
- (4) SCDOT's employees warned Chief Engineer for Operations Clem Watson that it was against SCDOT's policy to inspect privately owned bridges;
- (5) SCDOT had no obligation to inspect the bridges; and
- (6) Walsh and Watson maintained their actions fell within a "grey area" of the law.

Petitioners subsequently filed this declaratory judgment action seeking a declaration that SCDOT's inspection of the privately owned bridges contravened the constitutional requirement that the expenditure of public funds serve a public purpose. After both parties moved for summary judgment, the trial court concluded: Petitioners lacked standing; the issue was moot; and no exceptions to the mootness doctrine applied. Nevertheless, the trial court proceeded to address the merits of the issue and determined the inspection was not unconstitutional because it did not solely benefit the homeowners in Woodside Plantation, but was for the health, safety, and welfare of the public at large. The trial court also found the inspection was not *ultra vires* because "the inspection of the bridges was legitimately within the City's police power and the decision **858 by Walsh to assist it was well within the Department's enumerated powers to assist other governmental entities in areas of its expertise" under section 57-3-110 of the South Carolina Code.⁴

The Court of Appeals affirmed, concluding Petitioners did not have standing and the action did not fall under any exception to the mootness doctrine. **S.C. Pub. Interest Found.**, 412 S.C. at 24-28, 770 S.E.2d at 402-04. The Court of Appeals *117 based its conclusion solely on its belief that SCDOT "conducted its own audit and concluded its own actions were improper." **Id.** at 24, 770 S.E.2d at 402. The Court of Appeals declined to reach the issues of whether Respondents' conduct was *ultra vires* or unconstitutional based on its disposition of the justiciability issues. **Id.** at 28, 770 S.E.2d at 404. This Court granted certiorari to review the decision of the Court of Appeals.

II. Standard of Review

[1] [2] When reviewing a grant of summary judgment, appellate courts apply the same standard that governs the trial court under Rule 56(c), SCRCP, which provides that summary judgment is proper when there is no genuine issue as to material fact and the moving party is entitled to judgment as a matter of law. **USAA Prop. & Cas. Ins. Co. v. Clegg**, 377 S.C. 643, 653, 661 S.E.2d 791, 796 (2008); Rule 56(c), SCRCP. This Court reviews all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party below. **Willis v. Wu**, 362 S.C. 146, 151, 607 S.E.2d 63, 65 (2004).

III. Discussion

A. Whether Petitioners have standing to bring their claim.

[3] “A plaintiff must have standing to institute an action.”

Sloan v. Greenville Cnty., 356 S.C. 531, 547, 590 S.E.2d 338, 347 (Ct. App. 2003). Standing is “[a] party’s right to make a legal claim or seek judicial enforcement of a duty or right.” *Black’s Law Dictionary* 1625 (10th ed. 2014). We recognize three types of standing: (1) standing conferred by statute; (2) “constitutional standing”; and (3) public importance standing. *ATC S., Inc. v. Charleston Cnty.*, 380 S.C. 191, 195, 669 S.E.2d 337, 339 (2008). Petitioners assert they have constitutional standing as taxpayers and public importance standing.

1. Constitutional Standing

[4] [5] A party has constitutional standing if he can show: (1) he suffered an invasion of a legally protected interest, which is concrete and particularized, and actual or imminent; *118 (2) a causal connection between the injury and the challenged conduct; and (3) it is likely the injury will be redressed by a favorable decision. *Youngblood v. S.C. Dep’t. of Soc. Servs.*, 402 S.C. 311, 317-18, 741 S.E.2d 515, 518 (2013). Here, Petitioners are unable to show they suffered a concrete and particularized injury distinct from that shared by other taxpayers; therefore, we find Petitioners do not have constitutional standing. See *Freemantle v. Preston*, 398 S.C. 186, 193, 728 S.E.2d 40, 44 (2012) (recognizing that a taxpayer’s injuries are “common to all citizens and taxpayers ... [which thereby] defeats the constitutional requirement of a concrete and particularized injury”).

2. Public Importance Standing

[6] [7] [8] [9] Unlike with constitutional standing, a party is not required to show he has suffered a concrete or particularized injury in order to obtain public importance standing. *S.C. Pub. Interest Found. v. S.C. Transp. Infrastructure Bank*, 403 S.C. 640, 645, 744 S.E.2d 521, 524 (2013). Nor must he “show he has an interest greater than other potential plaintiffs.” *Davis v. Richland Cnty. Council*, 372 S.C. 497, 500, 642 S.E.2d 740, 742 (2007). Requiring otherwise would undermine the purpose of public

importance standing, which is to “[a]llow[] interested citizens a right of action in our judicial system when issues are of significant public importance to ensure[] ... accountability and the concomitant integrity of government action.” **859

Sloan v. Greenville Cnty., 356 S.C. at 551, 590 S.E.2d at 349. However, as this Court recognized:

An appropriate balance between the competing policy concerns underlying the issue of standing must be realized. Citizens must be afforded access to the judicial process to address alleged injustices. On the other hand, standing cannot be granted to every individual who has a grievance against a public official. Otherwise, public officials would be subject to numerous lawsuits at the expense of both judicial economy and the freedom from frivolous lawsuits.


Sloan v. Sanford, 357 S.C. 431, 434, 593 S.E.2d 470, 472 (2004). Thus, when deciding whether to confer public importance standing, courts must take these competing policy concerns into consideration, and must also determine whether the party presents an issue of public importance and whether future guidance on that issue is needed. *119 *ATC S.*, 380 S.C. at 198-99, 669 S.E.2d at 341. However, as this Court has acknowledged, since many issues may be of public interest, or importance,⁵ “[t]he key ... is whether a resolution is needed for future guidance.” *Id.* at 199, 669 S.E.2d at 341; *Carnival Corp. v. Historic Ansonborough Neighborhood Ass’n*, 407 S.C. 67, 79-80, 753 S.E.2d 846, 853 (2014) (“Whether [public importance standing] applies in a particular case turns on whether resolution of the dispute is needed for future guidance.... [T]he need for future guidance generally dictates when [public importance standing] applies.”). Applying this test to the case at hand, we find Petitioners have established public importance standing.


The issue of whether SCDOT may inspect bridges within private, gated communities is one of public importance as it involves both the conduct of a government entity and the expenditure of public funds. See *Sloan v. Sch. Dist. of Greenville Cnty.*, 342 S.C. 515, 523, 537 S.E.2d 299, 303


(Ct. App. 2000) (recognizing that there is a “public interest involved i[n] the prevention of the unlawful expenditure of money raised by taxation”). A further indicator of the issue’s importance is that, as even the dissent recognizes, a decision on the merits of the issue may “have far-reaching ... consequences for the safety of our citizens.” Additionally, future guidance is needed since there is no judicial guidance addressing the issue and there is evidence SCDOT will inspect this type of property in the future. When asked during oral argument whether SCDOT would inspect bridges located on private property again, SCDOT replied “Yes, if we have the time.” Although a close call, we find the policy concerns that we must balance in determining whether to confer public importance standing weigh in Petitioners’ favor given the factors already mentioned and the issue involved implicates both statutory and constitutional provisions. Accordingly, we hold Petitioners have public importance standing. A contrary holding would essentially render a law superfluous if we deem the conduct it prohibits too insignificant to ensure the law is enforced.⁶

***120 B Whether the controversy falls within an exception to the mootness doctrine.**

Petitioners contend the Court of Appeals erred in concluding this matter is not justiciable **860 because Respondents admitted their conduct was wrongful. We agree.

[10] [11] A justiciable controversy must be present before any action can be maintained.  *Byrd v. Irmo High Sch.*, 321 S.C. 426, 430, 468 S.E.2d 861, 864 (1996). “A justiciable controversy is a real and substantial controversy appropriate for judicial determination, as opposed to a dispute or difference of a contingent, hypothetical or abstract character.”

 *Sloan v. Greenville Cnty.*, 356 S.C. at 546, 590 S.E.2d at 346.


The Court of Appeals’ finding hinged on its understanding that SCDOT “conducted its own audit and concluded its own actions were improper.”  *S.C. Pub. Interest Found.*, 412 S.C. at 24, 770 S.E.2d at 402. In reality, OCIA, a division of the Commission on the Department of Transportation, conducted the audit. While it found that certain SCDOT employees thought the inspection of the bridges was against SCDOT’s policy, it stopped short of concluding SCDOT’s actions were wrongful. Further, on appeal, Respondents admit that they disagree with the findings in OCIA’s report. Instead, they maintain their inspection of the bridges was lawful



because their actions served a public purpose and because they believed *121 they were assisting a municipality. Accordingly, we conclude the Court of Appeals erred in finding Respondents admitted their conduct was improper.

Petitioners also contend the Court of Appeals erred in determining the controversy did not fall within any of the exceptions to the mootness doctrine. We agree.

[12] [13] [14] [15] “A case becomes moot when judgment, if rendered, will have no practical legal effect upon the existing controversy.” *Sloan v. Greenville Cnty.*, 380 S.C. 528, 535, 670 S.E.2d 663, 667 (Ct. App. 2009). There are three exceptions to mootness. “First, if the issue raised is capable of repetition but generally will evade review, the appellate court can take jurisdiction.” *Sloan v. Greenville Cnty.*, 380 S.C. at 535, 670 S.E.2d at 667. “Second, an appellate court may decide questions of imperative and manifest urgency to establish a rule for future conduct in matters of important public interest.” *Curtis v. State*, 345 S.C. 557, 568, 549 S.E.2d 591, 596 (2001). “Finally, if a decision by the trial court may affect future events, or have collateral consequences for the parties, an appeal from that decision is not moot, even though the appellate court cannot give effective relief in the present case.” *Id.*

[16] We acknowledge that the controversy that gave rise to this appeal is moot because SCDOT has already inspected the bridges. Thus, any ruling from this Court will have no practical effect on the controversy. Nevertheless, we conclude this controversy should be addressed because it is one which is capable of repetition yet will evade review.

[17] When asserting the controversy falls under this exception, “[t]he party bringing the action need only show the issue raised is *capable* of repetition and is not required to prove there is a ‘reasonable expectation’ the issue will arise again.”  *Sloan v. Greenville Cnty.*, 356 S.C. at 554-55, 590 S.E.2d at 351. “However, the action must be one which will truly evade review.” *Sloan v. Friends of Hunley, Inc.*, 369 S.C. 20, 27, 630 S.E.2d 474, 478 (2006).

In  *Byrd v. Irmo High School*, 321 S.C. 426, 432, 468 S.E.2d 861, 864 (1996), this Court determined short-term student suspensions were capable of repetition, yet will evade review because they “by their very nature, are completed long before *122 an appellate court can review the issues they implicate.” Applying  *Byrd* to this case, we conclude

the issue of whether Respondents can inspect bridges inside private, gated communities is one that is capable of repetition, yet will generally evade review. Respondents are capable of repeating their actions in the future, especially since they maintain their conduct was lawful. In fact, they said they would inspect private bridges in the future. Moreover, this issue is one which will typically become moot before it can be reviewed. Like student suspensions, the inspection of roadways and bridges can typically be completed long before a court can review the propriety of the action. For example, here, the inspection took only one day to complete. Accordingly, while we find the issue giving rise to this appeal is moot, we find the controversy is **861 capable of repetition yet will generally evade review. In view of our conclusions on the mootness and standing issues, we could remand to the Court of Appeals to consider Petitioners' remaining issues. However, in the interest of judicial economy, we decline to do so and instead proceed with our review. *See Furtick v. S.C. Dep't of Prob., Parole & Pardon Servs.*, 352 S.C. 594, 599, 576 S.E.2d 146, 149 (2003) (addressing the merits of an issue in the interest of judicial economy even though the respondent was entitled to review by the lower court).

C. Whether SCDOT's inspection was unlawful.

[18] Petitioners assert Respondents' inspection of the privately owned bridges was unconstitutional because it contravened the constitutional requirement that the expenditure of public funds serve a public purpose.⁷ We agree.

*123 Article X, section 5 of the South Carolina Constitution provides: "Any tax which shall be levied shall distinctly state the public purpose to which the proceeds of the tax shall be applied." S.C. Const. art. X, § 5. Thus, all taxes levied must be used towards a public purpose. *See Feldman & Co. v. City Council of Charleston*, 23 S.C. 57, 62 (1885) ("Hence it seems to be universally conceded, even by those who are disposed to enlarge the taxing power of the legislature to its greatest extent, that a law authorizing taxation for any other than a public purpose is void."). "In deciding whether governmental action satisfies a public purpose, we look to the object sought to be accomplished." *Carll v. S.C. Jobs-Econ. Dev. Auth.*, 284 S.C. 438, 443, 327 S.E.2d 331, 334 (1985). "As a general rule a public purpose has for its objective the promotion of the public health, safety, morals, general welfare, security, prosperity, and contentment of all the inhabitants or residents,

or at least a substantial part thereof." *Anderson v. Baehr*, 265 S.C. 153, 162, 217 S.E.2d 43, 47 (1975) (emphasis added).

We find the inspection of the bridges did not serve a public purpose. We do not doubt that the inspection was conducted to assuage safety concerns. However, the owners of the bridges were the beneficiaries of the inspection, not the public at large, whose access to the bridges is limited to the authorization provided by the homeowners. In short, it is not the public's responsibility to pay the maintenance costs of bridges located within a gated community that seeks to exclude the public from enjoying the use of the bridges. Thus, because it did not serve a public purpose, we find the inspection was unconstitutional.

[19] Further, even if we did not find SCDOT's actions were unconstitutional, we would nevertheless find the inspection *ultra vires* because it was not performed upon the request of a municipality as required under section 57-3-110(7) of the South Carolina Code, which provides:

The Department of Transportation shall have the following duties and powers:

instruct, assist, and cooperate with the agencies, departments, and bodies politic and legally constituted agencies of the State in street, highway, traffic, and mass transit matters when requested to do so, and, *if requested by such* *124 *government authorities, supervise or furnish engineering supervision for the construction and improvement of roads and bridges*, provided such duties do not impair the attention to be given the highways in the state highway system.

S.C. Code Ann. § 57-3-110(7) (2006) (emphasis added). In arguing otherwise, Respondents assert Ebner's email established "sufficient color of authority for the State Highway Engineer to believe he was assisting **862 a City under the statutory powers and duties conferred on the Department of Transportation" under section 57-3-110(7). We disagree.

In the email Representative Young sent to Walsh at SCDOT, Young identified Ebner as his constituent, not as a councilman acting for the City of Aiken. Therefore, SCDOT was on notice that the forwarded request was from a private individual, not from the City of Aiken. Although Ebner signed his email "Reggie Ebner, City of Aiken Councilman for District 4," this alone is insufficient to serve as a request from the

entity. Our conclusion is also consistent with OCIA's finding that the request to inspect the bridges came from a city councilman, not from the City of Aiken. Consequently, we find Respondents were not acting pursuant to a request from the City of Aiken.

IV. Conclusion

In conclusion, we find Respondents' conduct was unconstitutional and *ultra vires*. Accordingly, the decision of the Court of Appeals is

REVERSED.

HEARN, J., and Acting Justice James E. Moore, concur. KITTREDGE, J., dissenting in a separate opinion in which Acting Justice Costa M. Pleicones, concurs. Acting Justice Costa M. Pleicones, dissenting in a separate opinion in which KITTREDGE, J., concurs.

JUSTICE KITTREDGE:

I join Justice Pleicones in dissent. I write separately to comment on the standing issue, but primarily to express my *125 fundamental disagreement with the majority's analysis of the merits.

Unquestionably, Petitioners (Sloan) may not be accorded taxpayer standing under our jurisprudence, as set forth by

Justice Pleicones. See, e.g., *Crews v. Beattie*, 197 S.C. 32, 49, 14 S.E.2d 351, 357–58 (1941) (recognizing that the generalized interest every taxpayer has in the operation of the government is usually insufficient to confer standing). The public importance exception to the normal standing requirements presents a closer question, but again, I join Justice Pleicones in finding Sloan lacks standing under this doctrine as well. To accord Sloan standing in this case is tantamount to conferring standing on every citizen in every case where improper governmental activity is alleged. That has never been my understanding of the public importance exception, and it was not my intent to allow the exception to swallow the rule when I authored our opinion in *ATC South, Inc. v. Charleston County*, 380 S.C. 191, 669 S.E.2d 337 (2008). See *id.* at 199, 669 S.E.2d at 341 (“The key to the public importance analysis is whether a resolution is needed for future guidance.”).

Even assuming Sloan has public interest standing, I respectfully disagree with the majority's analysis and conclusion. I believe today's decision will have far-reaching negative consequences for the safety of our citizens,⁸ in that the majority unreasonably constrains the authority and discretion of Respondent South Carolina Department of Transportation (DOT) in the discharge of its constitutional and statutory duty to build and maintain a safe roadway system for the use of the public. See S.C. Const. art. XII, § 1 (authorizing the General Assembly to establish agencies to protect the public health, safety, and welfare and to set the limits within which those agencies may operate); S.C. Code Ann. § 57-3-110 (2006) (listing DOT's powers and responsibilities); see also *Leonard v. Talbert*, 222 S.C. 79, 83, 71 S.E.2d 603, 604 (1952) (“Subject to constitutional limitations, the state has *absolute control* of the highways, including streets, within its borders, even though the fee is in the municipality. Such power of *supervision* *126 and control may be exercised directly by the legislature or may be delegated by it to subordinate or local governmental agencies....” (emphasis added) (citation and internal quotation marks omitted)); cf. *S.C. State Highway Dep't v. Harbin*, 226 S.C. 585, 597–98, 86 S.E.2d 466, 472 (1955) **863 (recognizing that “under its police power [the General Assembly] has full authority in the interest of public safety” to establish both the conditions under which a person may be permitted to operate a motor vehicle and the grounds on which that permit may be revoked).

The majority presents the issue in this case in a myopic and misleading way, essentially asking whether public funds may be spent for a private purpose. Framing the issue in that manner leads to the self-evident conclusion, which is, of course, that public funds may not be spent for a private purpose. However, misstating the question presented to the Court obscures the real issue and attributes to DOT a position it does not assert, as DOT has never contended it may spend “public funds for a private purpose.”

The bridges in Woodside Plantation in Aiken are not public and they are not “in the state highway system,”⁹ but they are located in a road system that is used by the public,¹⁰ as are numerous privately owned bridges and dams throughout the state. When the public, including school buses, regularly travels along a roadway that contains a privately constructed bridge, I am confident the legislature has granted DOT the legal authority to exercise its discretion

to provide engineering supervision when requested by the local government.¹¹ See S.C. Code Ann. § 57-3-110(7).

In reaching a contrary conclusion, the majority reads section 57-3-110(7) in isolation, without appreciating the statute's *127 placement within the South Carolina Code. In contrast, I would approach the question of the legislature's intent in section 57-3-110(7) by examining the statute in its proper context. See, e.g., *Sparks v. Palmetto Hardwood, Inc.*, 406 S.C. 124, 128–29, 750 S.E.2d 61, 63 (2013) (noting that courts must construe a statute's words in context so as not to frustrate the purpose of the statutory scheme in which they appear (citations omitted)).

I begin with section 57-3-120, which states, “Highway, street, or road are general terms denoting a public way for the purpose of vehicular travel, ... and the terms shall include roadways, pedestrian facilities, bridges, ... and all other facilities commonly considered component parts of highways, streets, or roads.” S.C. Code Ann. § 57-3-120(1) (2006) (emphasis added) (internal quotation marks omitted). As Woodside Plantation's roads and bridges are utilized by the public, I believe those structures constitute “public way[s] for the purpose of vehicular travel” so as to fall within the legislature's definition of a highway, street, or road. *Id.*

As set forth in section 57-3-110, DOT's “duties and powers” are broad and include the ability to “lay out, build, and maintain public highways and bridges, including the exclusive authority to establish design criteria, construction specifications, and standards required to construct and maintain highways and bridges.” *Id.* § 57-3-110(1). Then, subsection (7) makes clear DOT's authority is not limited to state highways, giving DOT discretion to

instruct, assist, and cooperate with the ... bodies politic ... of the State in street, highway, traffic, and mass transit matters when requested to do so, and, if requested by such government authorities, supervise or furnish engineering supervision for the construction and improvement of roads and bridges, provided such duties do not impair the attention to

be given the highways in the state highway system.

Id. § 57-3-110(7).

I draw three conclusions, important for the resolution of this case, from the language in **864 section 57-3-110(7). First, because *128 DOT may only provide engineering support to local governments when doing so does not interfere with DOT's obligations to state highways, DOT's primary responsibility is clearly to the state highway system. See *id.* Second, by giving DOT discretion to assist local governments, subsection (7) necessarily authorizes DOT to provide assistance to local governments for roads and bridges outside of the state highway system. See *id.* Third, although subsection (1) limits DOT's power to “lay out, build, and maintain” to “public highways and bridges,” subsection (7) speaks only of “roads and bridges” generally, indicating the restriction in subsection (1) does not apply when DOT provides assistance under subsection (7). *Id.* § 57-3-110(1), (7) (emphasis added); see, e.g., *State v. Sweat*, 386 S.C. 339, 351, 688 S.E.2d 569, 575 (2010) (“A statute should be so construed that no word ... shall be rendered surplusage....” (citation and internal quotation marks omitted)). The legislature, in my judgment, thus struck a balance between ensuring DOT focused on the state highway system and giving DOT discretion to provide for the safety of roads and bridges outside of that system.

I would therefore construe DOT's authority to “instruct, assist, and cooperate with” local governmental authorities “in street, highway, traffic, and mass transit matters” as embracing the “furnish[ing] [of] engineering supervision for the construction and improvement of roads and bridges.” S.C. Code Ann. § 57-3-110(7). Therefore, provided a privately owned bridge is part of “a public way for the purpose of vehicular travel” such that a nexus exists between the bridge and the road system utilized by the public, I would find the legislature has authorized DOT to act within the broad parameters of subsection (7). *Id.* §§ 57-3-110(7), -120(1).

In the instant case, DOT spent a *de minimis* amount of time and money for a manifestly public purpose, the type of conduct expressly permitted by section 57-3-110(7).¹² Therefore, *129 in my view, the trial court's decision granting DOT's motion for summary judgment should be affirmed. But a majority of the Court believes otherwise, under the guise that DOT spent “public funds for a private

purpose.” We are thus left with DOT no longer having either authority or discretion to provide assistance to local governments on matters critical to the safety of the traveling public. The result the Court reaches today is contrary both to law and, most regrettably, to DOT’s public safety goals, as defined by the legislature.

I dissent.

ACTING JUSTICE PLEICONES:

I respectfully dissent because in my opinion, the trial judge and the Court of Appeals were correct in finding Sloan lacked standing to bring this action.

In my view, the trial judge properly determined there was no evidence SCDOT has a pattern of, or intends to hereafter provide, the inspection of private property in derogation of state law. The majority correctly points out the public interest exception was created to “ensure accountability and the concomitant integrity of government action,” and to provide “future guidance.” See *ATC South, Inc. v. Charleston Cnty.*, 380 S.C. 191, 199, 669 S.E.2d 337, 341 (2008); *Sloan v. Greenville Cnty.*, 356 S.C. 531, 551, 590 S.E.2d 338, 349 (Ct. App. 2003); cf. *Sloan v. Dep’t of Transp.*, 365 S.C. 299, 308, 618 S.E.2d 876, 881 (2005) (Pleicones, J., dissenting) (quoting *Crews v. Beattie*, 197 S.C. 32, 49, 14 S.E.2d 351, 358 (1941) (“[t]he mere fact that the issue is one of public importance does not confer upon any citizen or taxpayer the right to invoke per se a judicial

determination of the issue”)); **130 Baird v. Charleston Cnty.*, 333 S.C. 519, 530–31, 511 S.E.2d 69, 75 (1999). As demonstrated by the investigation conducted by the Office of the Chief Internal Auditor for the Commission on the Department of Transportation—which addressed issues this inspection posed, and concluded, “Deviations from federal and state regulations must be avoided”—SCDOT has established it maintains proper internal procedures for addressing and remaining accountable for the decisions made within its discretion. Accordingly, in my opinion, Sloan has not established he has standing by way of the public interest exception.

For the same reason, in my opinion, Sloan also lacks taxpayer standing. See *Sloan*, 356 S.C. at 549, 590 S.E.2d at 347 (citing *Beaufort Cnty. v. Trask*, 349 S.C. 522, 529, 563 S.E.2d 660, 664 (Ct. App.2002) (“For a plaintiff to have taxpayer standing, the party must demonstrate some overriding public purpose or concern to confer standing to sue on behalf of her fellow taxpayers” (emphasis supplied))); *Crews*, 197 S.C. at 49, 14 S.E.2d at 357–58 (“The general rule is that a taxpayer may not maintain a suit to enjoin the action of State officers when he has no special interest and his only standing is the exceedingly small interest of a general taxpayer.”).

Accordingly, I would affirm the Court of Appeals.

All Citations

421 S.C. 110, 804 S.E.2d 854

Footnotes

- 1 Sloan is a citizen, resident, taxpayer, and registered elector of South Carolina.
- 2 S.C. Const. art. X, §§ 5, 11.
- 3 SCDOT determined the bridges “are in good condition with just some minor problems.”
- 4 See S.C. Code Ann. § 57-3-110 (2006) (providing SCDOT may, upon request, assist government authorities in supervising the construction of roads and bridges under certain circumstances).
- 5 See *ATC S.*, 380 S.C. at 199, 669 S.E.2d at 341 (“Of course zoning is a matter of public importance, but the same may be said of most legislative and executive actions.”).
- 6 We note that this Court has granted Sloan public importance standing in at least six other cases. See *S.C. Pub. Interest Found. v. S.C. Transp. Infrastructure Bank*, 403 S.C. 640, 744 S.E.2d 521 (2013) (granting Sloan public importance standing in order to consider whether the statute that governs the composition

of the South Carolina Transportation Infrastructure Bank's Board of Directors is constitutional); *Sloan v. Dep't of Transp.*, 379 S.C. 160, 666 S.E.2d 236 (2008) (finding Sloan had public importance standing to challenge SCDOT's alleged misuse of a statutory emergency procurement provision); *Sloan v. Hardee*, 371 S.C. 495, 640 S.E.2d 457 (2007) (applying public importance standing to decide whether certain SCDOT Commissioners were lawfully appointed); *Sloan v. Wilkins*, 362 S.C. 430, 608 S.E.2d 579 (2005) (determining Sloan was entitled to public importance standing to challenge whether an act violated the one subject provision of the South Carolina Constitution); *Sloan v. S.C. Dep't of Transp.*, 365 S.C. 299, 618 S.E.2d 876 (2005) (holding Sloan had public importance standing to dispute the propriety of the procurement procedure SCDOT used to award contracts for certain construction projects); *Sloan v. Sanford*, 357 S.C. 431, 593 S.E.2d 470 (2004) (conferring public importance standing to determine whether the governor may hold a commission in the Air Force Reserve).

7 Specifically, Petitioners raised, verbatim, the following issues in their brief:

1. When the Department of Transportation expended public funds to assist a private citizen in his dispute with the developer of a private, gated community, did the courts below err in failing to rule that the expenditure violated the South Carolina Constitution, Article X, Sections 5 and 11?
2. When a private citizen in a dispute with the developer of a private, gated community asked the Department of Transportation for professional engineering assistance, did the courts below err in ruling that the request for assistance came from a municipality?

8 The majority references my "far-reaching negative consequences" statement as "[a] further indicator of the issue's importance" justifying Sloan's public importance standing. Not so. My comment is addressed to the impact of what I believe is the Court's clearly erroneous decision today on the merits.

9 S.C. Code Ann. § 57-3-110(7) (authorizing DOT to assist local governments so long as such assistance does not interfere with DOT's obligations to the state highway system).

10 School buses regularly travel the roads within Woodside Plantation, which in 2011 had approximately 4,000 residents (a population that is expected to double to 8,000 residents).

11 The majority also finds fault with the request for assistance from a member of the Aiken City Council. Councilman Reggie Ebner made the request via email to then-Representative Tom Young. Councilman Ebner signed the email "Reggie Ebner, City of Aiken Councilman for District 4." Representative Young forwarded the request to DOT and referred to the councilman as a constituent. We are told the request lacked "sufficient color of authority." I respectfully disagree.

12 One of the flaws in the report of the Office of the Chief Internal Auditor is the implication that DOT acted unlawfully merely because "[t]he bridges [in Woodside Plantation] are neither part of the State highway system nor are they owned or maintained by the City of Aiken." As discussed above, the notion that DOT's authority and assistance may never be offered beyond "the State highway system" is contrary to section 57-3-110(7)'s express terms. Moreover, the City of Aiken clearly has an interest in ensuring the safety and integrity of privately owned bridges along public ways within its corporate limits. See *Vaughan v. Town of Lyman*, 370 S.C. 436, 442, 635 S.E.2d 631, 634 (2006) ("Our Court has long recognized that a municipality has a duty to maintain its streets. (citation omitted)); *Floyd v. Town of Lake City*, 231 S.C. 516, 522, 99 S.E.2d 181, 184 (1957) (discussing a statute allowing an individual to recover from a municipality for "damage[s] [caused] by reason of a defect in any street, causeway, bridge[,] or public way ... within the limits of any city or town" and noting a city's "duty to maintain its streets and other public ways in reasonable repair for the purpose of travel" (citation and internal quotation marks omitted)).

AGENDA ITEM:

VII

Approval of the Minutes



JASPER COUNTY COUNCIL

HYBRID MEETING

Council in person with Electronic Virtual Access for the Public

Jasper County Clementa C. Pinckney Government Bldg

358 3rd Avenue Ridgeland, SC 29936

June 7, 2021

MINUTES

FY 2021-2022 Budget Workshop:

The workshop began at 4:00 P.M.

- 1. Tim Cramer – Jasper-Ridgeland Youth Baseball (JRYB) League**
- 2. Sheriff Hipp – Jasper County Sheriff's Department**
- 3. Monica Wilson – Jasper County Auditor**

Taylor Malphrus – Jasper-Ridgeland Youth Baseball (JRYB) League

Mr. Tim Cramer could not be present for the workshop, so Mr. Taylor Malphrus represented this request. Mr. Malphrus reviewed a power point with Council and discussed the needs of the Jasper-Ridgeland Youth Baseball (JRYB) League. He noted that there were multiple repairs that had to be made as well as equipment expenses related to the sport. Mr. Malphrus discussed that they have a lease from the county for a 10 year lease for the property, and explained that they were in year 8 of the lease. Mr. Fulghum said since it was a county lease, he could provide that to Council. Mr. Malphrus also discussed the repairs they had encountered in 2021 as well as other expenses, such as gear, insurance, umpires, and team items that they incurred. He noted that there were upcoming expenses that they were facing as well. He noted that the baseball fields, gates, fencing, scoreboards, and such needed updates and/or repairs. At the conclusion of the presentation, Council thanked Mr. Malphrus for his presentation.

Sheriff Hipp – Jasper County Sheriff's Department

Sheriff Hipp was present to address his budget request. He provided a line-item overview Council for new Personnel, new vehicles, capital outlay, employee evaluation screenings and equipment. He noted that they were 16 officers down at this time and that they were building on the Crime Task Force. He also mentioned that the media services could be helpful in getting the information out to the public and for advertising for new personnel. Councilman Kemp asked if all Deputy's have cars and Sheriff Hipp said yes they did. Council discussed the mileage on the vehicles with Sheriff Hipp as well as the plans for the future for the vehicles. Ms. Burgess discussed the lease of the vehicles for the Sheriff's Department. Maintenance of the Sheriff's Department vehicles were also discussed. Ms. Burgess noted that routine maintenance is

performed regularly. In regard to vehicles currently under warranty, it was noted that those vehicles typically go to the dealership. For the vehicles not under warranty, the vehicles first go to the County Maintenance shop, and if they can repair it, they will repair it there. If not, it was noted, that our maintenance shop will tell them where to take it to. There was some further discussion and Council thanked Sheriff Hipp for his presentation.

Monica Wilson – Jasper County Auditor

Ms. Wilson was present to address her budget request. She noted that she was present to ask Council for another person in the Auditor's Office. She noted that with all of the areas in Jasper County growing, that her team is working non-stop, but they are having more and more calls coming in. She noted that with the new legislation on boats and motors, that their office simply needs more staff. She said the average months shows 35,000 to 40,000 vehicles per month, and now there are the boats and motors as well. She said in addition, the information they are receiving from DNR is not correct, thus again noting the need for an additional staff person.

Ms. Wilson also mentioned that businesses are growing, and that she needed to be able to go out of the office and visit these businesses once she had additional staff. Councilman Dr. Brantley asked how she would address a situation of a business in operation but reporting that they are no longer in existence. Ms. Wilson noted if she had a person dedicated to businesses, then they would be out and about and see that they were doing business then they would be taxed on the assessment made. Councilman Kemp said for example, if the business was in Hardeeville, would she call Hardeeville to find out if they had a license? She said Hardeeville would be contacted and then she would go out to the business also. Mr. Fulghum noted that people say they are part time residents and get their tags in Georgia, or other places. He said he could see a potential for tax revenues on this that the County is not getting. Councilman Dr. Brantley asked if she thought the position would pay for itself. Ms. Wilson said that based on the information she was seeing it would. Chairwoman Clark asked what would happen if the position did not pay for itself. Ms. Wilson said with the business's personal property; they are constantly losing that revenue source so that would help with paying the position. She said many people live in Jasper County but have tags in other places and that this would help fund this position as well. Ms. Wilson thanked Council for allowing her this time to speak with them and Council thanked her for attending.

The workshop closed.

Chairwoman Clark called the meeting to order at 5:12pm.

Wanda Simmons, Clerk to Council read the Report of Compliance with the Freedom of Information Act.

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

Staff Present: County Administrator Andrew Fulghum, Clerk to Council Wanda H. Simmons, County Attorney David Tedder, Administrative Services Director Kimberly Burgess, Emergency Services Director Chief Russell Wells, Lisa Wagner Director of Planning and Building, and Jonathan Dunham.

Chairwoman Clark read the information below for the executive session and asked for a motion to go into executive session.

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

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Executive Session

SECTION 30-4-70. Meetings which may be closed; procedure; circumvention of chapter; disruption of meeting; executive sessions of General Assembly.

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

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

Exit 3; Ridgeland Fire Contract; IGA between Jasper County and the Town of Hilton Head Island for services related to the Palmetto Championship; Local Hospitality and Accommodations Tax Agreement Congaree Club; Proposed Legal Services contract for Jasper Ocean Terminal (JOT) with Burr Forman; Proposed Purchase of Property for Project Fence (421 N. Jasper St., Ridgeland SC.); Nickel Plate MCIP; 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 – Jasper Ocean Terminal (JOT); Prospect Update;

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

Return to Open Session:

Motion to return from Executive Session: Councilman Adkins

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

Motions coming from Executive Session:

Motion to authorize the County Administrator to sign a Memorandum of Agreement with PGA Tour Inc., and an IGA with the Town of Hilton Head Island with regard to providing public safety for the Palmetto Championships at Congaree: Councilman Kemp

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Motion to authorize the Administrator to enter into an engagement letter with Pearl Foreman Law Firm for legal services regarding the JOT on the terms discussed in executive session: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

The Pledge of Allegiance was led by Councilman Kemp and Councilman Adkins gave the invocation.

Approval of Agenda:

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

Approval of the Minutes of April 5, 2021:

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

Proclamations and Presentations: None

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

No public comments were received.

Resolutions:

There were no resolutions for this meeting.

Ordinances:

- A. Lisa Wagner – 3rd reading Ordinance No. 2021-13 to amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 028-00-02-127 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map. (1655 Becks Ferry Road)**

Ms. Wagner noted that the subject property consisted of 1.02 acres and is located at 1655 Becks Ferry Road. The Applicant has requested a Zoning Map Amendment to have the property designated as Community Commercial (CC). The property is currently zoned Residential. A commercial structure is located on the property. The applicant is interested in establishing an event space, which is not allowed in Residential; however, the proposed use is allowed in the Community Commercial Zoning District.

Ms. Wagner noted that according to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation,” which seeks to protect and promote the character of Jasper County that largely exists today outside of the municipalities. Most development, particularly commercial development, should be guided to the hamlets. The adjacent parcels are zoned Residential and Rural Preservation. Adjacent land uses are residential, agricultural, and vacant property, with a church nearby.

Ms. Wagner noted that the subject property is accessed by Becks Ferry Road, which is a two-lane state maintained highway, classified as a limited local road. She stated that the Planning Commission recommended approval of the request to have the property designated as Community Commercial.

Motion to approve: Councilman Sauls

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

- B. Lisa Wagner – 1st Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 083-00-03-058 from the Community Commercial Zone to the Mixed Business Zone on the Jasper County Official Zoning Map. (5851 Lowcountry Drive)**

Ms. Wagner noted that the subject property consisted of 3 acres and is located at 5851 Lowcountry Drive. The Applicant has requested a Zoning Map Amendment to have the property designated as Mixed Business (MB). The property is currently zoned Community Commercial. Two commercial structures are located on the property. One is approximately 6,000 s.f. and the other one is approximately 15,000 s.f. According to the Assessor’s property record, the property is valued at more than \$600,000. The property was developed in 1999 and has been home to Roll-A-Way Doors, Armor Building Solutions. Each of these businesses has used the site for warehousing, manufacturing/fabrication, showrooms, and offices. Since the adoption of the 2007 Jasper County Zoning Ordinance, the businesses have operated as a legal non-conforming use. However, the Mixed Business District would allow these uses. She noted that according to the 2018 Jasper

County Comprehensive Plan, the Future Land Use Map identifies this area as “Rural Conservation,” which seeks to protect and promote the character of Jasper County that largely exists today outside of the municipalities. Most development, particularly commercial development, should be guided to the hamlets. It should be noted, that the Jasper County Comprehensive Plan’s Land Use Exhibit shows the actual current use of this immediate area as commercial.

The adjacent parcels are zoned Community Commercial and Rural Preservation with Industrial Development and General Commercial nearby. Adjacent land uses are commercial, industrial, and vacant property that is planned for mixed use development. The subject property is accessed by Lowcountry Drive, which is a two-lane state-maintained highway, classified as an arterial road.

Ms. Wagner noted that from a land use perspective, the Planning Commission recommends approval of the request to have the property designated as a Mixed Business.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Kemp

Vote: Unanimous

The motion passed.

C. Lisa Wagner – 1st Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 067-00-01-002 from the Planned Development District to the General Commercial Zone on the Jasper County Official Zoning Map. (Argent Blvd. LRTA)

Ms. Wagner noted that the subject property consists of 7.24 acres and is located along Argent Boulevard. The subject property is owned by LRTA and is undeveloped. The property is inappropriately zoned Planned Development District, although it is not located within a PDD. This is a staff-initiated effort to have the property appropriately zoned. According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Commercial Centers,” which are commercial nodes that are already developing and have a suburban rather than rural character. The adjacent parcels are zoned General Commercial and Community Commercial and the property is adjacent to the City of Hardeeville. Adjacent land uses are commercial and vacant property that is planned for mixed use development.

Ms. Wagner noted that the subject property is accessed by Argent Boulevard, which is a two-lane state maintained highway, classified as an arterial road. From a land use perspective, she noted that staff recommended approval to have the property designated as General Commercial.

Motion to approve: Councilman Kemp

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

D. Lisa Wagner – 1st Reading of an Ordinance to amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 038-01-00-003 from the Resource Conservation Zone to the Residential Zone on the Jasper County Official Zoning Map. (186 Macedonia Road)

Ms. Wagner noted that the subject property consists of .69 acres and is located at 186 Macedonia Road. The property is owned by Maria Hernandez and has a manufactured home located onsite. The property is currently zoned Resource Conservation and is non-conforming because the Resource Conservation Zoning District requires a minimum lot size of 2 acres. This is a staff-initiated effort to have the property appropriately zoned. According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Urban Transition,” which are pockets of unincorporated Jasper County that are partially or entirely surrounded by either the City of Hardeeville or the Town of Ridgeland. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation. The adjacent parcels are zoned Residential. The City of Hardeeville municipal limits are nearby, but not adjacent to the property. Adjacent land uses are residential and vacant property, with a church nearby.

Ms. Wagner noted that the subject property is accessed by Macedonia Road, which is a two-lane state maintained highway, classified as a limited local road. She noted that from a land use perspective, staff recommends approval to have the property designated as Residential.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

E. David Tedder – 3rd reading of Ordinance No. [2021-08](#) to approve the transfer to the Town of Ridgeland by deed a road right of way generally described as a portion of the road known as Volunteer Park Road lying within the Town of Ridgeland, and to authorize the Jasper County Administrator to execute such deed and other documents as may be necessary and appropriate to effect the transfer (Public hearing date 04.05.2021).

Attorney Tedder reviewed the information in the ordinance for Council and noted that the ordinance was to approve the transfer to the Town of Ridgeland through a deed a road right of way known as Volunteer Park Road. He noted this had been discussed several times and that this would allow the Administrator to execute the deed and other documents as may be necessary and appropriate to effect the transfer.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

F. David Tedder – Public hearing and 2nd reading of Ordinance # [2021-15](#) amending Chapter 4, *Alcoholic Beverages*, of the Jasper County Code of Ordinances, so as to clarify hours of operation and related matters.

Mr. Tedder reviewed this ordinance and held a public hearing on the matter. There were no public comments on this item. Mr. Tedder explained the reason for this ordinance and noted that this was the 2nd reading of the ordinance in the event that Council wanted to make any changes.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

G. David Tedder – Public hearing and 2nd reading of Ordinance # [2021-16](#) of Jasper County Council to Amend Certain Provisions to the Jasper County Code of Ordinances, to Authorize Meetings to be Held by Telephonic or Other Electronic Means, and Matters Related Thereto.

Mr. Tedder reviewed and discussed this for Council. He held a public hearing on this matter but there were no public comments on this item. Mr. Tedder explained in depth the reason for this ordinance as well as noting what other counties were doing in a similar fashion. He noted that this was the 2nd reading on this ordinance so Council had more time to review the ordinance and ask any further questions.

Motion to approve and ask for a workshop before the 3rd reading: Councilman Kemp

Second: Vice Chairman Dr. Brantley

Vote: Unanimous

The motion passed.

H. Andrew Fulghum – Public hearing and 2nd reading of Ordinance # [2021-17](#) to Adopt the 2021-2022 Jasper County Capital and General Operations Budget, to make such amendments to the 2020-2021 Capital and Operational Budget to recognize and ratify transfers as authorized by Section 7 of that Budget, and other matters related thereto.

Mr. Fulghum addressed this item and noted that this was the 2nd reading of the ordinance to adopt the 2021-2022 Jasper County Capital and General Operations Budget, to make such amendments to the 2020-2021 Capital and Operational Budget. He noted that this was the budget that they had all discussed, reviewed and been provided copies of. He also held the public hearing for this item but there were no public comments. Mr. Fulghum also noted that if there were any changes or questions of Council this was the 2nd reading of the ordinance.

Motion to approve: Councilman Sauls

Second: Councilman Adkins

Vote: Unanimous

The motion passed with 4 yes votes, and 1 nay vote by Councilman Kemp.

New Business:

A. Kimberly Burgess – Presentation of Jasper County Accommodations Tax Committee Recommendations

This presentation item was moved to the 06.21.2021 meeting.

B. Kimberly Burgess – Presentation of Local Accommodations and Hospitality Tax Requests

Ms. Burgess noted that annually, Staff prepares an estimate of the local accommodations (A-Tax) and hospitality (H-Tax) taxes anticipated to be received in the succeeding fiscal year. The anticipated proceeds are estimated to be \$590,000 for FY21-22. This amount was calculated based on the YTD A-Tax and HTax receipts as of May 31, and an estimated amount for the remainder of the year the current year with an anticipated increase of approximately 11% due to the re-opening of the economy and an increase in collection efforts. Each year Council approves the allocation of local accommodations (A-Tax) and hospitality (H-Tax) tax funds to organizations that have requested funds and use the funds to promote tourism within the unincorporated portions of Jasper County. The organizations that have requested local A-Tax and H-Tax funds for fiscal year 2021- 2022 are provided on the attached list. Also, included on the list are amounts allocated to Jasper County to pay the airport construction loan, to make improvements to Exit 33 on Interstate 95, and to the electric bill associated with the Exit 33 on Interstate 95 lights. She noted that Council had been given the requests of each association or organization, and noted the following for the minutes:

	<u>Request</u>
Blue Heron Nature Center	\$5,000
Gopher Hill Festival	\$10,000
J.C. Chamber of Commerce (Billboard)	\$9,000
J.C. Chamber of Commerce (Farmer's Mkt)	\$7,200
Jasper County Chamber Visitor's Ctr. & Jasper Co. Historical Society	\$8,477
Lowcountry & Resort Islands Tourism Commission	\$13,100
Point South Merchant's Association	\$72,500
The Ivy Garden Club	\$1,500
Jasper County Airport	\$280,000
Jasper County (Impr. To Exit 33)	\$170,223
Jasper County Exit 33 Lights - Utilities	\$13,000
Total	<u>\$590,000</u>

Ms. Burgess noted that tonight was for the presentation and review, and it could be brought back to the meeting on the 21st for a Council determination or decision.

Chairwoman Clark said this item would be coming back on the 06.21.2021 meeting.

B. Kimberly Burgess – Appointment by Council to the Jasper County Board of Appeals

Ms. Burgess noted for Council consideration and information that there is an open position on the Jasper County Board of Assessors. She noted as of now there are no current candidates, however, the position is being advertised on the County website. Council asked to bring this back to the next meeting.

D. Wanda Simmons – Appointment of Ms. Josephine Anderson by Council to the LCOG Workforce Board

Ms. Simmons noted that Mr. Michael Butler, Workforce Development Director of the Lowcountry Workforce Area had sent over a letter to Chairwoman Clark requesting the appointment of Ms. Josephine Anderson as the Jasper County LWB Appointment effective as of 06.07.2021. Additionally, she noted that the appointment form, bio and resume for Ms. Anderson was included in the Council packet. The recommendation was given by Ms. Simmons to appoint Ms. Anderson as requested by Mr. Butler to this board.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed.

E. Wanda Simmons – Appointment of Mr. Henry Etheridge to The Beaufort-Jasper EOC (BJEOC) Board to represent Chairwoman Barbara B. Clark of the Jasper County Council.

Ms. Simmons noted that an appointment was requested to the Beaufort-Jasper EOC Board of Directors for Chairwoman Barbara B. Clark for Jasper County, and that Chairwoman Clark wished to appoint Mr. Henry Etheridge as her representative to the Board.

Motion to approve: Councilman Kemp

Second: Councilman Sauls

Vote: Unanimous

The motion passed.

F. Wanda Simmons – Appointment of Councilman John Kemp to the SOLOCO Board.

Ms. Simmons noted that the request before Council was to appoint Councilman John Kemp to the SOLOCO Board as the Jasper County Council appointment. Chairwoman Clark noted that the Council needed someone who could be there for all of the meetings. She noted that Councilman Dr. Brantley tried to serve but has had some family issues requiring his attention, so Councilman Kemp would be replacing him on the Board. Councilman Dr. Brantley agreed with the appointment of Councilman Kemp.

Motion to approve: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous
The motion passed.

Old Business:

There was no old business for this agenda.

Council Members Comments:

Councilman Adkins:

Councilman Adkins said he had no comments for tonight.

Chairwoman Clark:

Chairwoman Clark said she had no comments for tonight as well.

Vice Chairman Dr. Brantley:

Vice Chairman Dr. Brantley said that in regards to meetings and changes every member of Council should be duly notified and informed by whatever means necessary.

Chairwoman Clark noted that at the prior meeting that both he and Councilman Kemp wanted to have the meeting, so everyone was aware of the upcoming meeting. She said he would continue to be notified of every meeting of Council.

Councilman Kemp:

Councilman Kemp said he had gone to the Hardeeville Graduation and heard the Valedictorian speak. He said that she was a role model for everyone.

Administrator's Report:

Mr. Fulghum noted that Council had his report in the packet for review. Mr. Fulghum noted that over the years, Jasper County had entered into MCIP agreements with Beaufort and Hampton Counties to facilitate economic development projects. Jasper County he noted, also entered an MCIP with every member County in the Southern Carolina Alliance (SCA) regarding the Jasper Ocean Terminal site. He noted that he would provide a brief explanation to Council of how revenue was to be shared in those agreements. He noted that in at least two of the agreements, the revenues had not been dispersed correctly and staff is working with the neighboring Counties to resolve these issues. He noted that from Beaufort County it seemed that Jasper County was not being given their 1%.

Mr. Fulghum noted to Council that they had been successful in the hiring of a Consultant for the construction of the Sheriff's Department, and said he would be sending out further information on this project to Council. He noted they would be sending out information on appropriations requests.

Mr. Fulghum asked Chief Wells to give a COVID update.

Chief Wells noted that at this time the positivity rate for the State of South Carolina was at 2.9% and that Jasper County was at 5.8%. He noted that the total loss of lives in Jasper County at this time was 47 citizens. He reviewed the testing and vaccination rates and locations. He further encouraged people to go and get vaccinated for the COVID virus.

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

There was no reason to return to executive session for this meeting.

Adjourn

Motion to adjourn: Vice Chairman Dr. Brantley

Second: Councilman Adkins

Vote: Unanimous

The motion passed and the meeting adjourned at 7:37pm.

Respectfully submitted:

Approved:

Wanda H. Simmons
Clerk to Council

Barbara B. Clark
Chairwoman

AGENDA ITEM:

VIII

Presentation

Danny Black, President and CEO of
Southern Carolina Alliance presenting on the
Sherwood Tract

* * no information was provided from Mr. Black
for the Council e-packet * *

AGENDA ITEM:

X

Resolution: Item A

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION NUMBER 2021 - 16

RESOLUTION OF JASPER COUNTY COUNCIL

**A RESOLUTION AMENDING THE EMPLOYMENT AGREEMENT BETWEEN
JASPER COUNTY AND ANDREW P. FULGHUM**

WHEREAS, Jasper County (“County”) and Andrew P. Fulghum (“Employee”) entered into that certain agreement entitled “Jasper County Administrator Employment Agreement (“Agreement”) on April 19, 2004, and

WHEREAS, it is the desire of the County to provide an increase in the base salary as provided in the Agreement; and

WHEREAS, and the County and Administrator have agreed to the modification of the salary provision as set forth below;

WHEREAS, Jasper County Council is of the belief that it is in the best interest of the County and its citizens to provide for these amendments in the Agreement;

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in the council duly assembled and by the authority of the same that Jasper County Council hereby authorizes the amendment set forth below, and authorizes the County Council Chairman to execute an “Amendment to Contract” to be prepared by the County Attorney incorporating the modification set forth in item 1 below.

1. Section 3 *Compensation*, subsection (A), *Base Salary*, of the Agreement shall be modified to provide an annual Base Salary in the amount of \$135,456.21, with such increase to be effective as of the first full pay period in July, 2021.
2. In all other respects, the Agreement shall remain in full force and effect.

This Resolution No. 2021-16 made this 16 th day of August, 2021.

Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

AGENDA ITEM:

X

Resolution: Item B

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

RESOLUTION # 2021-17

RESOLUTION OF JASPER COUNTY COUNCIL

To declare certain property to be surplus and
authorize its sale or disposition – School
District used vehicle

WHEREAS, the Jasper County School District (School District) has advised the County Chief Procurement Officer that it has obtained a buyer for a 2000 Ford Crown Victoria with VIN# 2FAFP71W0YX115539, which was provided to the Jasper County School District for its use by Jasper County, but titled in the ownership name of Jasper County, rather than the School District, at a sales price of approximately \$1,500.00; and

WHEREAS, the School District requests the County declare the property surplus, and allow the School District sell the vehicle and retain the proceeds for use by the District in fulfilling its mission; and

WHEREAS, the County Administrator has identified the property as no longer necessary or useful to the County for the accomplishment of its mission, and recommends that it be declared surplus and sold or otherwise disposed;

NOW THEREFORE, BE IT RESOLVED that the property identified above is declared surplus pursuant to the Jasper County Purchasing and Procurement Ordinance, Ordinance #05-04 (as codified in Chapter 2, Article V of the Jasper County Code of Ordinances, Sections 2-401 et seq.), and the Chief Procurement Officer of the County is authorized and directed to coordinate with the School District in the sale of the property in accordance with that Ordinance upon the terms negotiated by the School District, the County Administrator is authorized to execute a bill of sale or transfer of title documents as may be needed to

AGENDA ITEM:

XI-A

Ordinance item A



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	August 16, 2021
Project:	Zoning Map Amendment – Community Commercial
Applicant:	358 Chippa Willow Road
Tax Map Number:	084-00-02-065
Submitted For:	3 rd Reading
Recommendation:	Approval of Community Commercial

Description: The subject property consists of .90 acres and is located at 358 Chippa Willow Road. The Applicant has requested a Zoning Map Amendment to have the property designated as Community Commercial (CC). The property is currently zoned Residential. The property was developed as a commercial property prior to 1975 and has previously served as a store and a night club. The county-wide re-zoning project in 2007 made the commercial use non-conforming. The applicant would like to establish a non-profit social club, which is not allowed in the Residential Zoning District; however, a social club is allowed in the Community Commercial Zoning District.

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 a “Hamlet,” which serves as commercial centers for everyday needs. Small scale commercial developments should be allowed, with proper design.
- **Adjacent Zoning:** The adjacent parcels are zoned Residential, with Community Commercial nearby.
- **Adjacent Land Use:** Adjacent land uses are residential and vacant property. There are several commercial businesses nearby which includes two churches, a store, restaurant, and a fire protection business.

- **Traffic and Access:** The subject property is accessed by Chippa Willow Road, which is a two-lane state-maintained highway, classified as a limited local road.

Planning Commission Recommendation: The Planning Commission recommends approval of the request to have the property designated as Community Commercial.

Attachments:

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



**Jasper County
Planning and Building Services**

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

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	Antoinette Daniels
Address:	PO.Box 236 Pembroke Ga 31308
Telephone/Fax:	(912)318-6695
Email:	Dejasoblessed@gmail.com
Property Address or Physical Location:	358 Chippa Willow Rd Ridgeland Sc 29936
Tax Map Number(s):	084-00-02-065
Gross Acreage:	0.90
Current Zoning:	Residential
Proposed Zoning:	Community Commercial Property
Administrative Fee: (\$250 per lot)	
Date Mailed or Hand Delivered:	
Reason for Request: (attach narrative if necessary)	

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

Date

Internal Use Only

Date Received:	
Amount Received:	
Staff Member:	

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2021-22

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 084-00-02-065 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map.

WHEREAS, the owner of the parcel consisting of approximately .90 acres bearing Jasper County Tax Map Number 084-00-02-065 located at 358 Chippa Willow Road, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Residential Zone to the Community Commercial Zone and the property owner submitted that request to the Jasper County Planning Commission and County Council; and

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

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

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

1. Jasper County Council finds that in accordance with the staff report 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 .90 acres bearing Jasper County Tax Map

Number 084-00-02-065, located at 358 Chippa Willow Road, depicted on the Jasper County Official Zoning Map in the Residential Zone shall be transferred to the Community Commercial Zone.

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

Ms. Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # 2021-22

First Reading: June 21, 2021

Second Reading: July 19, 2021

Public Hearing: July 19, 2021

Adopted: August 16, 2021

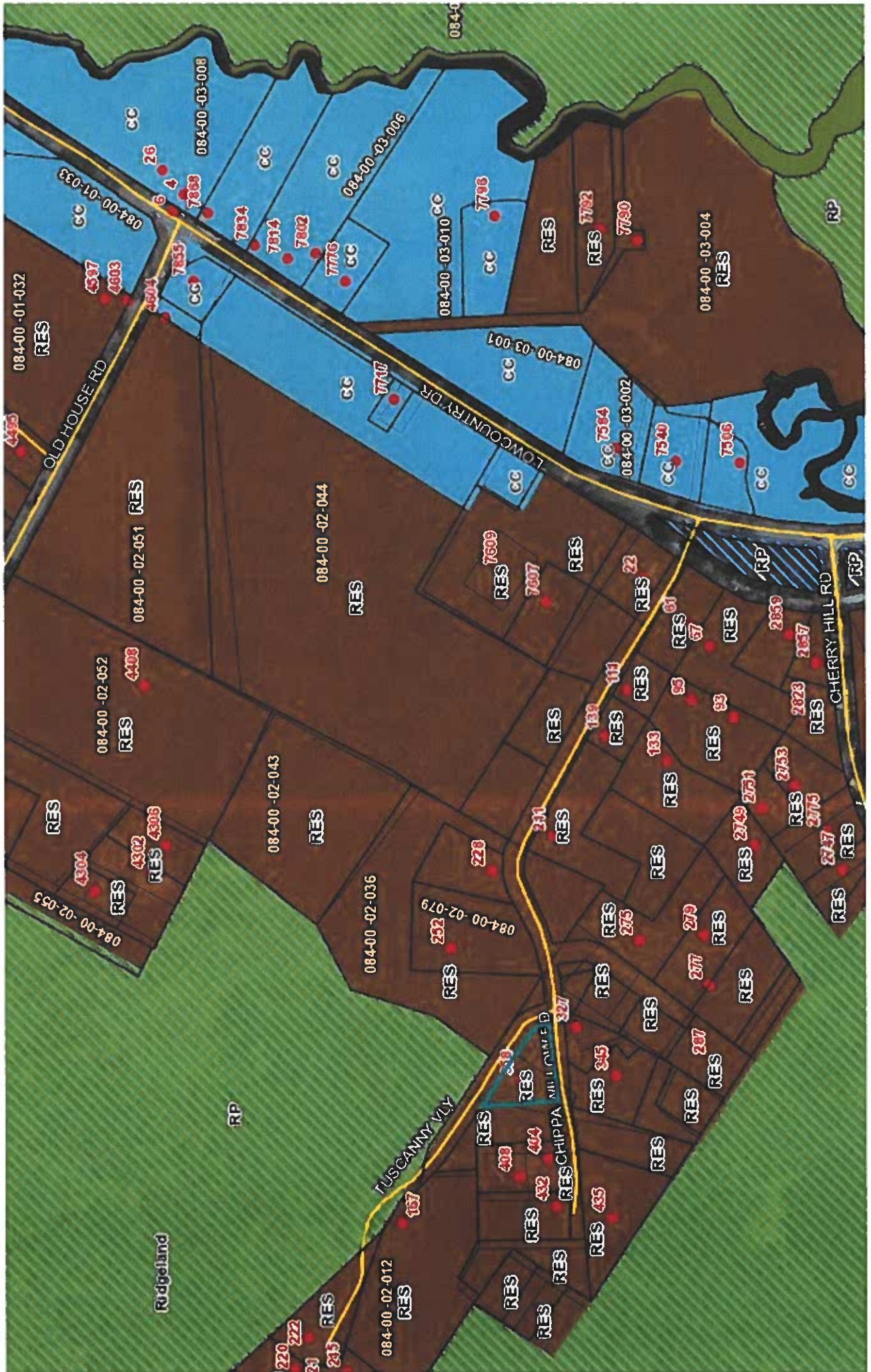
Considered by the Jasper County Planning Commission at it's meeting on
June 8, 2021 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date





AGENDA ITEM:

XI-B

Ordinance item B



Jasper County Planning and Building Services

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

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

Jasper County Council Staff Report

Meeting Date:	August 16, 2021
Project:	Zoning Map Amendment – Community Commercial
Applicant:	76 Sweet William Road
Tax Map Number:	063-38-01-013
Submitted For:	1 st Reading
Recommendation:	Planning Commission recommends approval of Community Commercial

Description: The subject property consists of .55 acres and is located at 76 Sweet William Road. The Applicant has requested a Zoning Map Amendment to have the property designated as Community Commercial (CC). The property is currently zoned Residential. The applicant would like to establish a restaurant at this location. The property was re-developed in February 2007 as a restaurant. The Countywide Re-zoning Project made this property non-conforming in November 2007. While the property has previously been used as a restaurant, the use has ceased for more than 12 months, losing its legal non-conforming status.

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

- **Comprehensive Plan:** According to the 2018 Jasper County Comprehensive Plan, the Future Land Use Map identifies this area as “Urban Transition,” which are pockets of unincorporated Jasper County that are partially or entirely surrounded by the municipality. For these areas that experience new development or redevelopment, consideration should be given to working with the adjacent municipality for annexation.
- **Adjacent Zoning:** The adjacent parcels are zoned Residential with the Town limits of Ridgeland nearby.
- **Adjacent Land Use:** Adjacent land uses are residential and commercial.

- ***Traffic and Access:*** The subject property is accessed by Sweet William Road, which is a two-lane state-maintained highway, classified as a limited local road.

Planning Commission Recommendation: From a land use perspective, staff recommends approval of the request to have the property designated as Community Commercial.

Attachments:


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



Jasper County Planning and Building Services

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

Zoning Map Amendment Application

Owner or Owner-Authorized Applicant:	Fidel Aranza
Address:	76 Sweet William Rd Ridgeland, SC 29936
Telephone/Fax:	843-384-5681
Email:	fidelaranza@hotmail.com
Property Address or Physical Location:	76 Sweet William Rd. Ridgeland, SC 29936
Tax Map Number(s):	063-38-01-013
Gross Acreage:	0.55
Current Zoning:	Residential
Proposed Zoning:	Community Commercial - Restaurant
Administrative Fee: (\$250 per lot)	\$250 check is attached
Date Mailed or Hand Delivered:	Fidel Aranza  06/02/2021 12:37 AM GMT
Reason for Request: (attach narrative if necessary)	Want to re-zone for a restaurant

✓ owner signed on top line

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

Date

Internal Use Only

Date Received:	June 08, 2021
Amount Received:	\$ 250.00
Staff Member:	Lise Wagner

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2021-_____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To amend the Official Zoning Map of Jasper County so as to transfer a property bearing Jasper County Tax Map Number 063-38-01-013 from the Residential Zone to the Community Commercial Zone on the Jasper County Official Zoning Map.

WHEREAS, the owner of the parcel consisting of approximately .55 acres bearing Jasper County Tax Map Number 063-38-01-013 located at 76 Sweet William Road, has requested rezoning of the parcel on the Official Zoning Map of Jasper County from the Residential Zone to the Community Commercial Zone and the property owner submitted that request to the Jasper County Planning Commission and County Council; and

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

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

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

1. Jasper County Council finds that in accordance with the staff report 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 .55 acres bearing Jasper County Tax Map

Number 063-38-01-013, located at 76 Sweet William Road, depicted on the Jasper County Official Zoning Map in the Residential Zone shall be transferred to the Community Commercial Zone.

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

Ms. Barbara B. Clark
Chairwoman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE: # 2021-__

First Reading: August 16, 2021

Second Reading: _____

Public Hearing: _____

Adopted: _____

Considered by the Jasper County Planning Commission at it's meeting on
July 13, 2021 and recommended for approval.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date





AGENDA ITEM:

XI-C

Ordinance item C

**JASPER COUNTY
ORDINANCE NO. 2021-23**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA (THE "COUNTY"), PALMETTO ELECTRIC COOPERATIVE, INC., AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE "COMPANY"), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (THE "PROJECT"); AND (2) OTHER MATTERS RELATING THERETO.

WHEREAS, Jasper County, South Carolina (the "County"), acting by and through its County Council (the "Council"), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the "Code"), and particularly Title 12, Chapter 44 of the Code (the "Negotiated FILOT Act"): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax ("FILOT") payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and

WHEREAS, Palmetto Electric Cooperative, Inc., acting for itself, one or more affiliates, and/or project sponsors (collectively, the "Company"), are considering the establishment and/or expansion of certain commercial and related facilities at one or more locations in the County (the "Project"), and anticipates that, should its plans proceed as expected, it will invest, or caused to be invested, at least \$45,000,000, in the aggregate, in the Project; and

WHEREAS, based solely on information provided to the County by the Company, the County has determined that the Project will subserve the purposes of the Negotiated FILOT Act and has made certain findings pertaining thereto in accordance with the Negotiated FILOT Act; and

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on June 21, 2021 (the "Inducement Resolution"), whereby the County agreed to provide the benefits of a negotiated FILOT with respect to the Project; and

WHEREAS, the County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and among the County and the Company with respect to the Project (the "Incentive Agreement"), the

form of which is presented to this meeting, which Incentive Agreement is to be dated as of August 16, 2021, or such other date as the parties thereto may agree; and

WHEREAS, it appears that the Incentive Agreement now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended.

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

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

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

(b) The Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; and

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

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

(e) The purposes to be accomplished by the Project are proper governmental and public purposes; and

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

Section 2.

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

(b)

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

(ii) The Negotiated FILOT shall be calculated as provided in this **Section 2(b)** for all Negotiated FILOT Property placed in service as part of the Project during the Investment Period. For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT payments shall be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years based on the initial Investment Period of five (5) years, or, if the Investment Period is extended as set forth in the Incentive Agreement, up to an aggregate of forty (40) years.

Section 3. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 4. The Chairman of the Council, the County Administrator, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Incentive Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, or provision shall for any reason be declared by a court of competent

jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phases, and provisions hereunder.

Section 6. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]

Enacted and approved, in a meeting duly assembled, this 16th day of August, 2021.

JASPER COUNTY, SOUTH CAROLINA

By: _____
Barbara Clark, Chairperson, County Council
Jasper County, South Carolina

[SEAL]

Attest:

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

First Reading: June 21, 2021
Second Reading: July 19, 2021
Public Hearing: August 16, 2021
Third Reading: August 16, 2021

FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

by and between

JASPER COUNTY, SOUTH CAROLINA,

and

PALMETTO ELECTRIC COOPERATIVE, INC.

Dated as of August 16, 2021

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FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT

THIS FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT (this “Agreement”) dated as of August 16, 2021, by and between JASPER COUNTY, SOUTH CAROLINA, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”), and PALMETTO ELECTRIC COOPERATIVE, INC., and its affiliates and subsidiaries, acting for themselves, one or more affiliates, and/or other project sponsors (collectively the “Company”).

W I T N E S S E T H:

WHEREAS, the County, acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”, or, the “Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and, (iii) to create, in conjunction with one or more other counties, a multi-county industrial or business park in order to afford certain enhanced income tax credits to such investors; and

WHEREAS, the Company and has committed to establish and/or expand certain commercial and related facilities at one or more locations in the County (the “Project”), and anticipate that, should their plans proceed as expected, they will invest, or cause to be invested, collectively, approximately \$45,000,000 or more in the Project by the end of the Compliance Period (as defined herein), as set forth in greater detail herein; and

WHEREAS, the County has determined that the Project will subserve the purposes of the Act and has made certain findings pertaining thereto in accordance with the Act; and

WHEREAS, in accordance with such findings and determinations and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on June 21, 2021 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT with respect to the Project, the terms of all of which are set forth in greater detail in this Agreement; and

WHEREAS, the County has determined that it is in the best interests of the County to enter into this Agreement with the Company, subject to the terms and conditions set forth herein, and, by ordinance adopted contemporaneously herewith, has approved the form, terms and conditions of this Agreement and ratified all prior actions taken with respect to the Project.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, the above recitals which are incorporated herein by reference, and the potential investment to be made, or caused to be made, by the Company which contributes to the tax base and the economic welfare of the County, the respective representations and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used herein and in the preambles hereto shall have the following meanings unless the context or use indicates another or different meaning or intent.

“*Act*” shall mean the Negotiated FILOT Act and the Multi-County Park Act.

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County in the negotiation and approval of the terms and provisions of this Agreement and in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable and necessary attorney’s fees at the hourly rates which are standard for the applicable legal services to the County, but excluding any expenses incurred by the County in defending either challenges to the incentives provided herein by third parties or suits brought by the Company under **Section 8.04** hereof; provided, however, that no such expense shall be considered an Administration Expense unless the Company, or other Co-Investor required to pay such expense hereunder, shall have first agreed, prior to the County incurring such expense, as to the maximum amount thereof or as to the basis for which such expenses will be incurred, and the County shall have furnished to the Company, or such other Co-Investor, as the case may be, a statement including a general explanation of such expenses incurred.

“*Affiliate*” shall mean any corporation, limited liability company, partnership or other Person or entity which now or hereafter owns all or part of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, or which is now or hereafter owned in whole or in part by the Company or any other Sponsor or Sponsor Affiliate, or by any partner, shareholder or owner of the Company or any other Sponsor or Sponsor Affiliate, as the case may be, and shall also include any subsidiary, affiliate or other Person, individual, or entity who now or hereafter bears a relationship to the Company or any other Sponsor or Sponsor Affiliate as described in Section 267(b) of the Internal Revenue Code.

“*Agreement*” shall mean this Fee in Lieu of Tax and Incentive Agreement as originally executed and from time to time supplemented or amended as permitted herein.

“*Code*” shall mean the Code of Laws of South Carolina 1976, as amended, unless the context clearly requires otherwise.

“*Co-Investor*” shall mean the Company and any Sponsor or Sponsor Affiliate within the meaning of Sections 12-44-30(19) and (20) of the Negotiated FILOT Act, any Affiliate of the Company or of any such other Sponsor or Sponsor Affiliate, any developer in a build-to-suit arrangement or other leasing arrangement with respect to the Project, any lessor of equipment or other property comprising a part of the Project, and any financing entity or other third party investing in, or providing funds for, the Project. The Company shall notify the County in writing of the identity of any other Sponsor, Sponsor Affiliate or other Co-Investor and shall, to the extent the Company and any such other Sponsor, Sponsor Affiliate, or other Co-Investor intend to extend the benefits of the Negotiated FILOT to property owned by any such other entity pursuant to **Section 6.02** hereof, comply with any additional notice requirements, or other applicable provisions, of the Negotiated FILOT Act. As of the date of the original execution and delivery of this Agreement, the Company is the only Co-Investors.

“*Company*” shall mean Palmetto Electric Cooperative, Inc., and any surviving, resulting, or transferee entity in any merger, consolidation or transfer of assets permitted under **Sections 4.04** or **6.01** hereof or any other assignee or transferee hereunder which is designated by the Company and approved by the County.

“*Compliance Period*” shall mean the period commencing with the first day that Negotiated FILOT Property is purchased or acquired, whether before or after the date of this Agreement, and ending on the fifth anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all as specified in Section 12-44-30(13) of the Negotiated FILOT Act. It is presently anticipated, but not required, that the initial Negotiated FILOT Property comprising all or a portion of the Project will be placed in service in the Property Tax Year ending on December 31, 2021, and, in such event, the Compliance Period will end on December 31, 2026.

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

“*Council*” shall mean the governing body of the County and its successors.

“*Credit Eligible Entity*” shall have the meaning specified in **Section 3.02(a)** hereof.

“*Deficiency Payment*” shall have the meaning specified in **Section 5.01(e)** hereof.

“*Department of Revenue*” shall mean the South Carolina Department of Revenue and any successor thereof.

“*Event of Default*” shall mean an Event of Default, as set forth in **Section 8.01** hereof.

“*Existing Property*” shall mean property which will not qualify for the Negotiated FILOT pursuant to Section 12-44-110 of the Negotiated FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxes in the State prior to commencement of the

Investment Period and property included in the Project as part of the repair, alteration, or modification of property which is not economic development property; provided, however, that Existing Property shall not include: (a) the Land; (b) property acquired or constructed by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period which has not been placed in service in this State prior to the commencement of the Investment Period notwithstanding that *ad valorem* taxes have heretofore been paid with respect to such property, or property which has been placed in service in the State pursuant to an inducement agreement or other preliminary approval by the County, including the Inducement Resolution, prior to execution of this Agreement pursuant to Section 12-44-40(E) of the Negotiated FILOT Act, which property shall qualify as Negotiated FILOT Property; (c) property purchased by or on behalf of the Company or any other Sponsor or Sponsor Affiliate during the Investment Period in a transaction other than between any of the entities specified in Section 267(b) of the Internal Revenue Code, as defined under Chapter 6 of Title 12 of the Code as of the time of the transfer, to the extent that the Company and other Co-Investors, in the aggregate, invest at least an additional \$45,000,000 in the Project, exclusive of the property identified in this subsection (b); or, (d) modifications which constitute an expansion of real property or real property improvement portions of Existing Property. As used in the immediately preceding sentence, expansion shall include all modifications, alterations, additions, and improvements that are considered necessary, suitable, or useful by the Company.

“*FILOT*” shall mean fee in lieu of *ad valorem* property taxes.

“*FILOT Payment*” or “*FILOT Payments*” shall mean the FILOT payments to be made by the Company with respect to the Project, whether made as Negotiated FILOT Payments pursuant to **Section 5.01** hereof.

“*Investment Period*” shall initially mean a period equal to the Compliance Period; provided, however, that, if the Minimum Contractual Investment Requirement is satisfied by the end of the Compliance Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the Council, by five (5) years beyond the Compliance Period to end on the tenth (10th) anniversary of the end of the Property Tax Year in which the initial Negotiated FILOT Property comprising all or a portion of the Project is placed in service, all in accordance with Section 12-44-30(13) of the Negotiated FILOT Act. In the event that the initial Negotiated FILOT Property comprising all or a portion of the Project is, as presently anticipated, placed in service in the Property Tax Year ending on December 31, 2021, upon any such extension, the Investment Period will end on December 31, 2031.

“*Land*” shall mean the land, that has been or will be acquired, whether in fee simple or by easement, upon which the Project has been or will be constructed and equipped, as described on **Exhibit A** attached hereto, as **Exhibit A** may be revised, modified, or supplemented from time to time in accordance with the provisions hereof.

“*Minimum Contractual Investment Requirement*” shall mean investment in Negotiated FILOT Property, within the period commencing on the first day that Negotiated FILOT Property

is purchased or acquired, whether before or after the date of this Agreement, and ending at the end of the Compliance Period, by the Company and all Co-Investors, in the aggregate, of at least \$45,000,000 (without regard to depreciation or other diminution in value), as reported by the Company and any Co-Investors, if any, on their respective PT-300T form or comparable forms filed with the Department of Revenue.

“Minimum Statutory Investment Requirement” shall mean investment in the Project of not less than \$2,500,000 within the Compliance Period, as set forth in Section 12-44-30(14) of the Negotiated FILOT Act, which investment amount shall be calculated in accordance with, and subject to, Section 12-44-130 of the Negotiated FILOT Act.

“Negotiated FILOT” or *“Negotiated FILOT Payments”* shall mean the FILOT payments due pursuant to **Section 5.01** hereof with respect to that portion of the Project consisting of Negotiated FILOT Property qualifying under the Negotiated FILOT Act for the negotiated assessment ratio and millage rate or rates described in **Section 5.01(b)(ii)** hereof.

“Negotiated FILOT Act” shall mean Title 12, Chapter 44 of the Code.

“Negotiated FILOT Property” shall mean all Project property qualifying for the Negotiated FILOT as “economic development property” within the meaning of Section 12-44-30(6) of the Negotiated FILOT Act, including, without limitation, each item of real and tangible personal property comprising the Project which is placed in service during the Investment Period and which meets the requirements of Sections 12-44-30(6) and 12-44-40(C) of the Negotiated FILOT Act, together with all Replacement Property, but excluding any Non-Qualifying Property, and any Released Property.

“Non-Qualifying Property” shall mean that portion of the real and personal property located on the Land, which does not qualify as Negotiated FILOT Property, such Non-Qualifying Property to include: (i) Existing Property; (ii) except as to Replacement Property, property which the Company or any other Sponsor or Sponsor Affiliate places in service after the end of the Investment Period; and, (iii) any other property which fails or ceases to qualify for Negotiated FILOT Payments under the Negotiated FILOT Act or under this Agreement, including without limitation property as to which the Company or any other Sponsor or Sponsor Affiliate has terminated the Negotiated FILOT pursuant to **Section 4.01(d)(iii)** hereof.

“Person” shall mean and include any individual, association, unincorporated organization, corporation, partnership, limited liability company, joint venture, or government or agency or political subdivision thereof.

“Project” shall mean: (i) all buildings, structures, fixtures and other real property improvements now or hereafter constructed on the Land; (ii) all utility and broadband property and improvements including, but not limited to improvements or modifications to, or expansions of property already existing on the Land which have become obsolete or are being updated or improved by the Company, machinery, equipment, furnishings and other personal property now

or hereafter acquired by or on behalf of the Company for use on or about the Land; and, (iii) any Replacement Property, including property intended to replace property already existing on the Land which has become obsolete or is being updated or improved by the Company; provided, however, except as to Replacement Property, the term Project shall be deemed to include any such real property improvements and personal property, whether now existing or hereafter constructed, improved, acquired or equipped, only to the extent placed in service within a period commencing on January 1, 2021 and ending at the end of the Investment Period.

“*Property Tax Year*” shall mean the annual period which is equal to the fiscal year of the Company, *i.e.*, with respect to the Company, the annual period ending on December 31 of each year.

“*Released Property*” shall include property which was initially Negotiated FILOT Property but which is scrapped, sold, disposed of, or released from this Agreement by the Company or any other Sponsor or Sponsor Affiliate pursuant to **Section 4.01(d)** hereof and Section 12-44-50(B) of the Negotiated FILOT Act, any portion of the Negotiated FILOT Property constituting infrastructure which the Company or any other Sponsor or Sponsor Affiliate dedicates to the public use within the meaning of Section 12-6-3420(C) of the Code, or property which is damaged, destroyed, or taken by process of eminent domain and not restored or replaced.

“*Replacement Property*” shall mean all property placed in service on the Land in substitution of, or as replacement for, any Negotiated FILOT Property which becomes Released Property, regardless of whether such property serves the same function as the property it replaces and regardless of whether more than one piece of such property replaces a single piece of the Negotiated FILOT Property, to the maximum extent that such property may be included in the calculation of the Negotiated FILOT pursuant to **Section 5.01(d)** hereof and Section 12-44-60 of the Negotiated FILOT Act.

“*Sponsor*” and “*Sponsor Affiliate*” shall mean an entity whose investment with respect to the Project will qualify for the Negotiated FILOT pursuant to **Section 6.02** hereof and Sections 12-44-30(19) or (20) and Section 12-44-130 of the Negotiated FILOT Act if the statutory investment requirements are met. As of the original execution and delivery of this Agreement, the only Sponsor is the Company, and there are no Sponsor Affiliates.

“*State*” shall mean the State of South Carolina.

“*Term*” shall mean the term of this Agreement, as set forth in **Section 7.01** hereof.

“*Transfer Provisions*” shall mean the provisions of Section 12-44-120 of the Negotiated FILOT Act.

Section 1.02. References to Agreement. The words “hereof”, “herein”, “hereunder”, and other words of similar import refer to this Agreement as a whole.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties by the County. The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper action by the Council, the County has duly authorized the execution and delivery of this Agreement and has duly approved the Negotiated FILOT, as set forth herein, as well as any and all actions reasonably necessary and appropriate to consummate the transactions contemplated hereby.

(b) Solely on the basis of information supplied to it by the Company, the County has determined the Project will subserve the purposes of the Act and has made all other findings of fact required by the Act in connection with the undertaking of the arrangements set forth herein.

(c) This Agreement has been duly authorized, executed and delivered on behalf of the County. The authorization, execution, and delivery of this Agreement and the performance by the County of its obligations hereunder will not, to the best knowledge of the County, conflict with or constitute a breach of, or a default under, any State law, court or administrative regulation, decree, order, provision of the Constitution or laws of the State relating to the establishment of the County or its affairs, or any material agreement, mortgage, lease, or other instrument to which the County is subject or by which it is bound, nor, to the best knowledge of the County, any existing law or the provisions of the Constitution of the State.

(d) To the best knowledge of the County, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, any of which, to the best knowledge of the County, could materially adversely affect this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement or the transactions contemplated hereby.

Section 2.02. Representations and Warranties by the Company . The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a corporation validly existing and in good standing under the laws of the State of South Carolina, has all requisite power to enter into this Agreement

and to carry out its obligations hereunder, and by proper action has been duly authorized to execute and deliver this Agreement. The Company has a fiscal year end of December 31, and the Company will notify the County of any changes in its respective fiscal year.

(b) The Company intends to operate the Project as facilities primarily to provide services to its members and customers.

(c) The agreements with the County with respect to the Negotiated FILOT, as set forth herein, were factors in inducing the Company to locate the Project within the County and the State.

(d) To the best knowledge of the Company, no actions, suits, proceedings, inquiries, or investigations are pending or threatened against or affecting the Company in any court or before any governmental authority or arbitration board or tribunal, which would materially adversely affect this Agreement or which would, in any way, adversely affect the validity or enforceability of this Agreement, or the transactions contemplated hereby.

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

ARTICLE III

COVENANTS OF THE COUNTY

Section 3.01. Agreement to Accept Negotiated FILOT Payments. The County hereby agrees to accept Negotiated FILOT Payments in accordance with the provisions of **Section 5.01** hereof in lieu of *ad valorem* taxes with respect to that portion of the Project consisting of Negotiated FILOT Property until this Agreement expires or is sooner terminated.

Section 3.02. Commensurate Benefits. The parties hereto acknowledge the intent of this Agreement, in part, is to afford the Company and each Sponsor or Sponsor Affiliate the benefits specified in this Article III in consideration of the Company's decision to locate the Project within the County, and this Agreement has been entered into in reliance upon the enactment of the Act and the County's compliance with the requirements thereof. In the event that a court of competent jurisdiction holds that the Act is, in whole or in part, unconstitutional or this Agreement, or agreements similar in nature to this Agreement are invalid or unenforceable in any material respect, or should the Company determine there is a reasonable doubt as to the validity or enforceability of this Agreement in any material respect, then, at the request of the Company, the County agrees to use its best efforts, and to take such other steps as may be necessary, to extend to the Company and each other Sponsor or Sponsor Affiliate the intended benefits of this Agreement, including,

but not limited to, the Negotiated FILOT and agrees, if requested by the Company, to enter into a lease purchase agreement with the Company and each other Sponsor or Sponsor Affiliate pursuant to Section 12-44-160 of the Negotiated FILOT Act, the terms of which shall be mutually agreeable to the County and the Company. In furtherance of this covenant, the County also agrees that, in the event that, for any reason, the Act or this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, the Company and the County express their intentions that tax or FILOT Payments be reformed so as to best afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with, but not in excess of, those intended under this Agreement, including, without limitation, any benefits afforded under Title 12, Chapter 6, Title 4, Chapter 1 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law.

ARTICLE IV

COVENANTS OF THE COMPANY

Section 4.01. Investment in the Project.

(a) The Company hereby agrees to acquire, construct, equip, or improve, or cause to be acquired, constructed, equipped, or improved, the Project, as the same shall be determined from time to time by the Company in its sole discretion. As required by Section 12-44-30(2) of the Negotiated FILOT Act, at least a portion of the Negotiated FILOT Property comprising the Project shall be placed in service no later than the end of the Property Tax Year which is three (3) years from the year in which this Agreement is entered, *i.e.*, the Property Tax Year ending on December 31, 2024.

(b) Notwithstanding anything herein to the contrary, and to the maximum extent permitted by law, investment in Negotiated FILOT Property in the County at the Project by any and all other permitted Co-Investors shall together with investment in Negotiated FILOT Property in the County at the Project by the Company, count toward achievement of the Minimum Statutory Investment Requirement and the Minimum Contractual Investment Requirement. Aggregate investment shall generally be determined by reference to the property tax returns of the Company and all other permitted Co-Investors filed with respect to the Project, including without limitation, each such entity's assets listed on a SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, without regard to depreciation or other diminution in value.

(c) Subject to the provisions of **Sections 4.04 and 6.01** hereof, the Company shall, retain title to, or other property rights in, its respective portion of the Project throughout the Term of this Agreement, and the Company shall have full right to mortgage, lease, or encumber all or any portion of the Project, including without limitation, in connection with any financing transactions, all without the consent of the County.

(d) The Company shall have the right at any time and from time to time during the Term hereof to undertake any of the following:

(i) The Company may, at its own expense, add to the Project all such real and personal property as the Company, in its discretion deem useful or desirable, including, without limitation, Negotiated FILOT Property, without any limit as to the amount thereof.

(ii) Subject to the provisions of **Section 5.01(f)(iii)** hereof, in any instance when the Company, in its discretion, determines any property included in the Project, including without limitation, any Negotiated FILOT Property, has become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary for operations at the Project, the Company may remove such property from the Project and sell, trade in, exchange, or otherwise dispose of them as a whole or in part without the consent of the County.

(iii) The Company may, at any time and in their discretion by written notice to the County, remove any Project property including, but not limited to, Negotiated FILOT Property, real or personal, from the Project or from the provisions of this Agreement including, but not limited to, the Negotiated FILOT arrangement set forth in this Agreement and retain such property for use as part of its operations in the County, whether or not such property remains as part of the Project, and effective as of the date of any such removal, such property will be subject to *ad valorem* taxes; provided, that, any such notice requirement may be satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in connection with projects under the Act, and in such event, any such removal reflected by any such written notice shall be deemed to be effective as of the date of such removal.

(iv) If the Company sells, leases, or otherwise disposes of any portion of, or adds to, the Land, or removes any portion of the Land from the Project while retaining such property for use as part of its operations in the County, all as permitted herein, the Company shall deliver to the County a revised **Exhibit A** to this Agreement or supplements to **Exhibit A** reflecting any such addition, disposal or removal and such revised or supplemented **Exhibit A** shall, effective as of the date of any such transaction, addition, disposal, or removal, be automatically made a part of this Agreement without further action or proceedings by the County or the Council; provided, that any requirement to provide such schedules or supplements to the County may be satisfied by property tax returns filed with respect to the Project and any other such property, including without limitation, such entity's SCDOR PT-300 or such comparable forms, as the Department of Revenue may provide in

connection with projects under the Negotiated FILOT Act, and in such event, any such addition, disposal, or removal reflected by any such return, shall be automatically deemed effective as of the date of any such addition, disposal, or removal.

(v) All Negotiated FILOT Property sold or otherwise disposed of under this Section shall be deemed Released Property for purposes of this Agreement.

Section 4.02. Payment of Administration Expenses. The Company or any other Sponsor or Sponsor Affiliate will reimburse, or cause reimbursement of, the County from time to time for the County's Administration Expenses incurred in the fulfillment of its obligations hereunder, or in the negotiation or implementation of this Agreement's terms and provisions, with respect to the Company or any other Sponsor or Sponsor Affiliate, as the case may be, promptly upon written request therefor, but in no event later than ninety (90) days after receiving written notice from the County specifying the general nature of such expense and requesting the payment of the same. The County acknowledges that it imposes no charges in the nature of impact fees or recurring fees in connection with the Project or the incentives authorized by this Agreement, and, aside from the attorneys' fees set forth below, the County anticipates no out of pocket expenses in connection with this Agreement and the transactions authorized hereby. The parties hereto understand that the County has incurred, and will incur, legal fees and other expenses for review of the Inducement Resolution, this Agreement and all resolutions, ordinances and other documentation related thereto in an amount not to exceed \$5,000, and the Company and its Subsidiary agree to reimburse the County for the same. The \$5,000 limit in the immediately preceding sentence shall only apply up through the execution of this Agreement by the County, and County Council passing the Jasper County Ordinance authorizing the County to enter into this Agreement.

Section 4.03. Use of the Project for Lawful Activities. During the Term of this Agreement, the Company may use the Project as it deems fit for any lawful purpose.

Section 4.04. Maintenance of Existence. Except in the event the resulting, surviving or transferee entity is the Company, an Affiliate, or a company with which the Company shares common management, as to which such consolidation, merger, or transfer, the County, to the extent allowed by law, hereby preapproves and consents, unless the County shall provide prior consent or subsequent ratification otherwise, which consent or ratification shall not be unreasonably withheld, conditioned, or delayed, the Company covenants that it will maintain its separate existence and will not dissolve or consolidate with, merge into or transfer, or otherwise dispose of substantially all of its property to any other entity or permit one or more other entities to consolidate with or merge into it or purchase substantially all of its property unless:

(a) the Company shall be the continuing business entity, or the business entity formed by such consolidation or into which the Company is merged or the entity which acquires by conveyance or transfer all or substantially all of the Company's assets, as applicable, shall: (i) be an entity organized and existing under the laws of the United States

of America or any state thereof or the District of Columbia and qualified to do business in the State; (ii) have a net worth equal to or greater than the net worth of the Company immediately preceding the date of such merger, consolidation or transfer; and, (iii) expressly and unconditionally assume, by written agreement supplemental hereto and acceptable to the County as to form and content, in its reasonable discretion, every payment obligation of the Company herein and the performance of every covenant of this Agreement on the part of the Company to be performed or observed; and

(b) immediately after giving effect to such transaction, no Event of Default, and no event, which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing; and

(c) the Company, as appropriate, shall have delivered to the County: (i) a certificate of a duly authorized officer of the Company, accompanied by financial statements of the surviving company (if other than the Company) showing compliance with the net worth requirements specified in paragraph (a) above; and, (ii) an opinion of counsel for the Company, and/or counsel to the transferee company, each stating that such consolidation, merger, conveyance or transfer and such supplement to this Agreement comply with this Section and that all conditions precedent herein provided for relating to such transaction have been complied with.

Upon any consolidation or merger or any conveyance or transfer of all or substantially all of the Company's assets in accordance with this **Section 4.04**, the successor entity formed by such consolidation or into which the Company is merged or to which such conveyance or transfer is made, shall succeed to, and be substituted for, and may exercise every right and power of the Company under this Agreement with the same effect as if such successor entity had been named as the Company herein, and thereafter the Company shall be relieved of all obligations and covenants under this Agreement.

If a consolidation, merger or conveyance or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or conveyance or transfer shall be made except in compliance with the provisions of this **Section 4.04**.

The Company acknowledges transfers of this Agreement or the Negotiated FILOT Property may cause the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Act absent compliance by the Company with the Transfer Provisions.

Section 4.05. Records and Reports. The Company and each Sponsor or Sponsor Affiliate will maintain, or cause to be maintained, such books and records with respect to its respective portion of the Project as will permit the identification of those portions of the Project it places in service during the Investment Period, the amount of investment with respect thereto, and any

computations of Negotiated FILOT Payments made by such entity hereunder, and will comply with all reporting requirements of the State and the County applicable to Negotiated FILOT Property under the Negotiated FILOT Act, including without limitation the reports required by Section 12-44-90 of the Negotiated FILOT Act (collectively, “Filings”); provided, however, that the parties hereto hereby waive in their entirety the requirement under Section 12-44-55 of the Negotiated FILOT Act for a recapitulation of the terms of this Agreement. In addition, the following records shall be provided to the County:

(a) Upon direction of the governing body of the County, a County Official may request and obtain such financial books and records from the Company and any other Sponsor or Sponsor Affiliate that support the Negotiated FILOT returns of the Company or such other Sponsor or Sponsor Affiliate as may be reasonably necessary to verify the calculations of the Negotiated FILOT Payments by the Company, or such other Sponsor or Sponsor Affiliate. For purposes of this Agreement, the term “County Official” shall include the Administrator, Auditor, Assessor, or Treasurer of the County.

(b) Each year during the Term hereof, the Company, and each other Sponsor or Sponsor Affiliate shall deliver to the County Auditor, the County Assessor and the County Treasurer of the County a copy of any form or return it files with the Department of Revenue with respect to the Project at the same time as delivery thereof to the Department of Revenue.

(c) The Company shall cause a copy of this Agreement, as well as a copy of the completed Form PT-443 required by the Department of Revenue, to be filed within thirty (30) days after the date of original execution and delivery hereof with the County Auditor, the County Assessor and the County Treasurer of the County, and with the Department of Revenue, and shall update such Form PT-443 from time to time to the extent that the information therein is no longer accurate.

Notwithstanding any other provision of this Section, the Company and each other Sponsor or Sponsor Affiliate may, by clear, written designation, conspicuously marked, designate with respect to any Filings or other documents or information delivered to the County segments thereof that the Company or such other Sponsor or Sponsor Affiliate believes contain proprietary, confidential, or trade secret matters. The County shall comply with all reasonable, written requests made by the Company or any such other Sponsor or Sponsor Affiliate with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law. Except to the extent required by law, unless the County has provided at least ten (10) days advance written notice to the Company or such other Sponsor or Sponsor Affiliate of such proposed release, the County shall not knowingly and voluntarily release any Filing, documents, or other information provided to the County by the Company or any other Sponsor or Sponsor Affiliate in connection with the Project, whether or not such information has been designated as confidential or proprietary by the Company or any other Sponsor or Sponsor Affiliate.

ARTICLE V

FEES IN LIEU OF TAXES

Section 5.01. Payment of Fees in Lieu of *Ad Valorem* Taxes.

(a) In accordance with the Negotiated FILOT Act, the parties hereto hereby agree, during the Term hereof, that there shall be due annually with respect to that portion of the Project constituting Negotiated FILOT Property, whether owned by the Company or any other Sponsor or Sponsor Affiliate, a Negotiated FILOT Payment calculated as set forth in this Section, at the places, in the manner and subject to the penalty assessments prescribed by the County or the Department of Revenue for *ad valorem* taxes. It is presently anticipated, but not required, that the initial Negotiated FILOT Payment, which shall be due under current Code requirements on the January 15 following the year in which the County adds the initial Negotiated FILOT Property to its tax rolls, will be due on January 15, 2023.

(b) Subject to adjustment pursuant to the provisions of this **Section 5.01**, the Negotiated FILOT shall be calculated each year in accordance with the following provisions:

(i) For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT Payments shall initially be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years or, if the Investment Period is extended as set forth in the definition of "Investment Period" in **Section 1.01** hereof, up to an aggregate of forty (40) years.

(ii) The Negotiated FILOT shall be determined using: (1) a fixed assessment ratio of 6%; (2) the lowest millage rate allowed with respect to the Project pursuant to Section 12-44-50(A)(1)(d) of the Negotiated FILOT Act, which based on the property comprising the Land as of the original execution and delivery of this Agreement, is equal to the millage indicated on **Exhibit B** with respect to all Negotiated FILOT Property comprised of, or located on, such Land, and shall be fixed for the Term of this Agreement; and, (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act, which, for typical arm's length construction or acquisition, uses the original income tax basis for any real property without regard to depreciation or reassessment but with regard to any ordinary obsolescence factors traditionally applied to the Company's real property and the original income tax basis for any personal

property less allowable depreciation and ordinary obsolescence factors traditionally applied to the Company's personal property (except depreciation due to extraordinary obsolescence); provided, however, that the Company or any other Sponsor or Sponsor Affiliate and the County may agree, only in a writing approved by the Council, at a later date to amend this Agreement as to Negotiated FILOT Property owned by the Company or such other Sponsor or Sponsor Affiliate so as to determine the fair market value of any such real property in accordance with any other method permitted by the Negotiated FILOT Act.

(iii) All such calculations shall take into account all deductions for depreciation or other diminution in value allowed by the Code or by the tax laws generally, as well as tax exemptions which would have been applicable if such property were subject to *ad valorem* taxes, except the five (5) year exemption from County taxes allowed for certain manufacturing, distribution, corporate headquarters and research and development facilities pursuant to Section 3(g) of Article X of the Constitution of the State and Sections 12-37-220(B)(32) and (34) of the Code; provided, however, the Company shall not be entitled to extraordinary obsolescence with respect to Negotiated FILOT Property as set forth in Section 12-44-50(A)(1)(c)(ii) of the Negotiated FILOT Act.

(iv) For purposes of calculating the Negotiated FILOT, the Negotiated FILOT Property shall not include any Released Property or Non-Qualifying Property.

(c) To the extent not prohibited by the Department of Revenue, Negotiated FILOT Payments are to be recalculated (subject, always to the continuing requirements of **Section 5.01(f)** hereof):

(i) to reduce such payments in the event the Company or any other Sponsor or Sponsor Affiliate disposes of any part of the Negotiated FILOT Property within the meaning of Section 12-44-50(B) of the Negotiated FILOT Act and as provided in **Section 4.01(d)(ii)** hereof by the amount applicable to the Released Property;

(ii) to reduce such payments in the event that the Negotiated FILOT Property or any portion thereof is damaged or destroyed, lost or stolen, or the subject of condemnation proceedings or otherwise removed from the Project as a result of circumstances beyond the control of the Company or any other Sponsor or Sponsor Affiliate;

(iii) to increase such payments in the event the Company or any other Sponsor or Sponsor Affiliate adds any Negotiated FILOT Property (other than Replacement Property) to the Project; or

(iv) to adjust such payments if the Company or any other Sponsor or Sponsor Affiliate elects to convert any portion of the Negotiated FILOT Property from the Negotiated FILOT to *ad valorem* taxes as permitted by **Section 4.01(d)(iii)**.

(d) Upon installation or placing in service of any Replacement Property for any Released Property, such Replacement Property shall become subject to Negotiated FILOT Payments to the fullest extent allowed by the Negotiated FILOT Act, subject to the following rules:

(i) Such Replacement Property does not have to serve the same function as the Released Property it is replacing. Replacement Property is deemed to replace the oldest property subject to the Negotiated FILOT, whether real or personal, which is disposed of in the same Property Tax Year as the Replacement Property is placed in service. Replacement Property qualifies for Negotiated FILOT Payments up to the original income tax basis of the Released Property which it is replacing in the same Property Tax Year. More than one piece of property can replace a single piece of property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Released Property which it is replacing, the excess amount is subject to payments equal to the *ad valorem* taxes that would have been paid on such property but for this Agreement. Replacement Property is entitled to the Negotiated FILOT Payments for the remaining portion of the Negotiated FILOT Payment period set forth in **Section 5.01(b)(i)** hereof applicable to the Released Property.

(ii) The Company or any other Sponsor or Sponsor Affiliate shall maintain, or cause to be maintained, records sufficient to identify all Replacement Property it places in service, and the Negotiated FILOT Payments with respect thereto shall be calculated using the millage rate and assessment ratio provided on the property it is replacing.

(e) In the event that, for any reason, the Negotiated FILOT Act and/or the Negotiated FILOT or any portion thereof is, by a court of competent jurisdiction following allowable appeals, declared invalid or unenforceable in whole or in part, or the portion of the Project consisting of Negotiated FILOT Property is deemed not to be eligible for a Negotiated FILOT pursuant to the Act in whole or in part, the Company and the County express their intentions that such payments be reformed so as to afford the Company and each other Sponsor or Sponsor Affiliate benefits commensurate with those intended under this Agreement as then permitted by law, including without limitation any benefits afforded

under Title 4, Chapter 12 and Title 4, Chapter 29 of the Code, as applicable, to the extent allowed by law. Absent the legal authorization to effect such reformation, the Company and the County agree that there shall be due hereunder with respect to the portion of the Negotiated FILOT Property affected by such circumstances *ad valorem* taxes, and that, to the extent permitted by law, the Company and any other Sponsor or Sponsor Affiliate shall be entitled: (1) to enjoy the five (5) year exemption from *ad valorem* taxes, provided by Article X, Section 3 of the Constitution of the State, and any other exemption allowed by law; (2) to enjoy all allowable depreciation; and (3) to receive all other tax credits which would be due if the Company and each other Sponsor or Sponsor Affiliate were obligated to pay *ad valorem* taxes hereunder. To the extent that under such circumstances the Negotiated FILOT Payments hereunder are subject to retroactive adjustment, then there shall be due and payable from the Company and any other Sponsor or Sponsor Affiliate, as the case may be, with respect to such entity’s portion of the Negotiated FILOT Property in question, an amount equal to the difference between the Negotiated FILOT Payments theretofore actually paid and the amount which would have been paid as *ad valorem* taxes, together with interest on such deficiency as provided in Section 12-54-25(D) of the Code (a “Deficiency Payment”).

(f)

(i) In the event that the Minimum Statutory Investment Requirement is not satisfied by the end of the Compliance Period, then all Negotiated FILOT Payments shall revert retroactively to *ad valorem* taxes, calculated as set forth in paragraph (e) above, and a Deficiency Payment shall be due and payable from, or at the direction of, the Company or each other Sponsor or Sponsor Affiliate, as the case may be, with respect to Negotiated FILOT Payments theretofore made. To the extent necessary to collect a Deficiency Payment under this clause (i) due to failure to satisfy the Minimum Statutory Investment Requirement, Section 12-44-140(D) of the Negotiated FILOT Act provides that any statute of limitations that might apply pursuant to Section 12-54-85 of the Code is suspended.

(ii) In the event that the Minimum Statutory Investment Requirement is satisfied by the end of the Compliance Period, but following the Compliance Period, investment in the Project, without regard to depreciation or other diminution in value, falls below the investment level set forth in the Minimum Statutory Investment Requirement, then the Project shall prospectively be subject to *ad valorem* taxes, calculated as set forth in paragraph (e) above, in accordance with Section 12-44-140(C) of the Negotiated FILOT Act, commencing with any Negotiated FILOT Payments due with respect to Project property placed in service as of the end of the Property Tax Year in which such deficiency occurs.

(iii) In accordance with the provisions of **Sections 4.01(b) and 6.02** hereof, except for Existing Property, the investment in all property utilized by the Company or any other Co-Investor at the Land, whether owned by the Company or

any other Co-Investor outright or utilized by the Company or any other Co-Investor pursuant to any financing agreement or any lease or other arrangement with the Company or any other Co-Investor, which qualifies as Negotiated FILOT Property, shall be counted toward all investment obligations under this Agreement, including, to the extent permitted by law, investment obligations under the Negotiated FILOT Act.

(g) Except as otherwise set forth in this Agreement or as otherwise required by the Act, any amounts due to the County under this **Section 5.01** as a Deficiency Payment or other retroactive payment shall be paid, or caused to be paid, by the Company or the Sponsor or Sponsor Affiliate, as the case may be, within sixty (60) days following receipt by the Company or such other Sponsor or Sponsor Affiliate of notice from the County that such a Deficiency Payment or other retroactive payment is due from such entity.

The parties acknowledge that: (i) the calculation of the annual Negotiated FILOT Payment due hereunder is a function of the Department of Revenue and is wholly dependent on the parties hereto intended to receive benefits under this Agreement timely submitting the correct annual property tax returns to the Department of Revenue; (ii) the County has no responsibility for the submission of returns or the calculation of the annual Negotiated FILOT Payment; and, (iii) failure by any party to timely submit the correct annual property tax return could lead to loss of all or a portion of the Negotiated FILOT benefits and other incentives provided by this Agreement.

Section 5.02. Statutory Lien. The parties hereto acknowledge the County's right to receive Negotiated FILOT Payments hereunder and that the County is entitled to and shall have a statutory lien with respect to the Project pursuant to Section 12-44-90(E) of the Negotiated FILOT Act and Title 12, Chapter 54 of the Code relating to the collection and enforcement of *ad valorem* property taxes.

ARTICLE VI

THIRD PARTY ARRANGEMENTS

Section 6.01. Conveyance of Liens and Interests; Assignment. The County agrees that the Company and each other Co-Investor may at any time: (a) transfer all or any of its rights and interests hereunder or with respect to all or any part of the Project to any Person; or, (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing entity or other Person with respect to this Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any other Co-Investor or operates such assets for the Company or any other Co-Investor or is leasing all or a portion of the Project in question from the Company or any other Co-Investor. In the event of any such transfer, lease,

financing, or other transaction described above, the rights and interests of the Company or such other Sponsor or Sponsor Affiliate under this Agreement, including, without limitation, the benefits of the Negotiated FILOT with respect to any Project property so transferred, leased, financed, or otherwise affected shall be so transferred and preserved, upon written approval of the County, which approval may take the form of a consent letter, a resolution or ordinance of the Council. Notwithstanding anything to the contrary in this **Section 6.01**, the County hereby preapproves and consents to the Company transferring all or any of its rights and interests hereunder or with respect to all or any part of the Project to an Affiliate, or a company with which the Company shares common management.

Subject to County consent when required under this **Section 6.01**, and at the expense of the Company or such other Sponsor or Sponsor Affiliate, the County agrees to take such further action and execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or any other Sponsor or Sponsor Affiliate under this Agreement and/or any release of the Company or any other Sponsor or Sponsor Affiliate pursuant to this **Section 6.01**.

The Company acknowledges that any transfer of an interest under this Agreement or in the Negotiated FILOT Property may cause all or part of the Negotiated FILOT Property to become ineligible for a Negotiated FILOT or result in penalties under the Negotiated FILOT Act absent compliance by the Company or any such other Sponsor or Sponsor Affiliate with the Transfer Provisions.

Section 6.02. Sponsors and Sponsor Affiliates. The Company may designate from time to time other Sponsors or Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(19) or (20), respectively, and Section 12-44-130 of the Negotiated FILOT Act, which, in each case, must agree to be bound by the terms of this Agreement and must be approved by resolution of the Council. The Company shall provide the County and the Department of Revenue with written notice of any Sponsor or Sponsor Affiliate designated pursuant to this **Section 6.02** within ninety (90) days after the end of the calendar year during which any such Sponsor or Sponsor Affiliate has placed in service Negotiated FILOT Property to be used in connection with the Project, all in accordance with Section 12-44-130(B) of the Negotiated FILOT Act.

ARTICLE VII

TERM; TERMINATION

Section 7.01. Term. Unless sooner terminated pursuant to the terms and provisions herein contained, this Agreement shall be and remain in full force and effect for a term commencing on the date on which the Company executes this Agreement, and ending at midnight on the day the last Negotiated FILOT Payment is made hereunder.

Section 7.02. Termination. In addition to the termination rights of the County under **Section 8.02(a)** hereof, the County and the Company may jointly agree to terminate this

Agreement at any time, or the Company, may, at its option, unilaterally terminate this Agreement at any time, with respect to all, or any portion, of the Project in which event the Project, or such portion of the Project, shall be subject to *ad valorem* taxes, from the date of termination. Notwithstanding termination of this Agreement, the County shall have the same rights to receive payment for any retroactive *ad valorem* taxes, Deficiency Payments, interest or penalties, and the same enforcement rights with respect to such obligations as it would have with respect to *ad valorem* taxes, and the County's rights arising under **Section 5.01** prior to the time of such termination shall survive any such termination.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default. Any one or more of the following events (herein called an "Event of Default", or collectively "Events of Default") shall constitute an Event of Default by the Company (the "Defaulting Entity"):

(a) if default shall be made in the due and punctual payment of any Negotiated FILOT Payments, which default shall not have been cured within sixty (60) days following receipt of written notice of such default from the County;

(b) if default shall be made in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing paragraph (a), and such default shall continue for sixty (60) days after the County shall have given the Defaulting Entity written notice of such default; provided, the County may, in its discretion, grant the Defaulting Entity a longer period of time as necessary to cure such default if the Defaulting Entity proceeds with due diligence to cure such default; provided however, that no Event of Default shall exist under this Agreement during any period when there is pending, before any judicial or administrative tribunal having jurisdiction, any proceeding in which the Defaulting Entity has contested the occurrence of such default; or,

(c) if a Cessation of Operations occurs after the Compliance Period. For purposes of this Agreement, a "Cessation of Operations" means a publicly announced closure of the Project or a cessation in production at the Project that continues for a period of twelve (12) consecutive months.

Notwithstanding anything herein to the contrary, failure to meet any investment requirement, threshold, or level set forth in this Agreement shall not be deemed to be an Event of Default under this Agreement, but may terminate certain benefits hereunder or obligate the Company or any other Sponsor or Sponsor Affiliate, as the case may be, to make certain additional payments to the County, all as set forth in **Section 5.01(f)** hereof.

Section 8.02. Remedies on an Event of Default. Upon the occurrence of any Event of Default, the following remedies may be exercised by the County only as to the Defaulting Entity:

(a) the County may terminate this Agreement by delivery of written notice to the Defaulting Entity not less than thirty (30) days prior to the termination date specified therein;

(b) the County may have access to and inspect, examine, and make copies of the books and records of the Defaulting Entity pertaining to the construction, acquisition, or maintenance of the Project or calculation of the Negotiated FILOT as provided in **Section 4.05** hereof;

(c) the County may take whatever action at law or in equity as may appear necessary or desirable to collect the amount then due or enforce the County's rights hereunder, it being the express intent of the parties hereto that the County, without limitation, shall have the same remedies available by law to collect Negotiated FILOT Payments as if they were delinquent *ad valorem* tax payments, including execution upon the lien referred to in **Section 5.02** hereof.

Section 8.03. Defaulted Payments. In the event the Company or any other Sponsor or Sponsor Affiliate should fail to make any of the payments required to be made by such entity under this Agreement, the item or installment so in default shall continue as an obligation of such entity until the amount in default shall have been fully paid. If any such default relates to its obligations to make Negotiated FILOT Payments hereunder, such entity shall pay the same with interest thereon at the rate per annum provided by the Code for late payment of *ad valorem* taxes together with any penalties provided by the Code for late payment of *ad valorem* taxes, all as provided in Section 12-44-90 of the Negotiated FILOT Act.

Section 8.04. Default by the County. Upon the default of the County in the performance of any of its obligations hereunder, the Company or any other Sponsor or Sponsor Affiliate may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under this Agreement, including without limitation a suit for *mandamus* or specific performance.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County, or of the Company and any other Sponsor or Sponsor Affiliate provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced; and the exercise by the County, or by the Company or any other Sponsor or Sponsor Affiliate of any one or more of the rights, powers, or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County, or by the Company any other Sponsor or Sponsor Affiliate of any or all such other rights, powers, or remedies.

Section 9.02. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns as permitted hereunder; provided, however, that notwithstanding anything herein to the contrary, the County may not assign any or all of its rights, duties, and obligations in, to, and under this Agreement without the written consent of the Company and any other Sponsor or Sponsor Affiliate, which consent may be provided by the Company or such other Sponsor or Sponsor Affiliate in their sole discretion.

Section 9.03. Notices; Demands; Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid, or via reputable courier service, to the following persons and addresses or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Jasper County Administrator
Attn: Andrew Fulghum
P.O. Box 1149
Ridgeland, South Carolina 29936

(b) with a copy (which shall not constitute notice) to:

Jasper County Attorney
Attn: David Tedder
358 Third Avenue
Ridgeland, South Carolina 29936

(c) As to the Company:

Palmetto Electric Cooperative, Inc.
Attn: Berl Davis, CEO
One Cooperative Way
Hardeeville, SC 29927-5123

(d) with a copy (which shall not constitute notice) to:

Nexsen Pruet, LLC
Attn: Burnet R. Maybank III
Andrew W. Saleeby
1230 Main Street, Suite 700 (29201)
P.O. Box 2426
Columbia, South Carolina 29202
Phone: (803) 253-8220

Section 9.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. To the extent of any conflict between the provisions of this Agreement and the Act, the Act controls.

Section 9.05. Entire Understanding. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and supersedes all prior and contemporaneous discussions of the parties hereto, whether oral or written, and neither party hereto has made or shall be bound by any agreement or any warranty or representation to the other party which is not expressly set forth in this Agreement or in certificates delivered in connection with the execution and delivery hereof. Unless as otherwise expressly set forth herein, this Agreement will not confer any rights or remedies upon any Person other than the parties hereto and their respective successors and assigns as permitted hereunder.

Section 9.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 9.07. Headings and Table of Contents; References. The headings of the Agreement and any Table of Contents annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Agreement to particular Articles or Sections or paragraphs of this Agreement are references to the designated Articles or Sections or paragraphs of this Agreement.

Section 9.08. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 9.09. Amendments. Subject to the limitations set forth in Section 12-44-40(K)(2) of the Negotiated FILOT Act, this Agreement may be amended, or the rights and interest of the parties hereto hereunder surrendered, only by a writing signed by both parties hereto.

Section 9.10. Waiver. Either party hereto may waive compliance by the other party hereto with any term or condition of this Agreement only in a writing signed by the waiving party.

Section 9.11. Further Proceedings. The parties hereto intend any action to be taken hereinafter by the County pursuant to the express provisions of this Agreement may be undertaken by the Chairman of the Council without necessity of further proceedings. To the extent additional proceedings are required by law, however, the County agrees to undertake all such steps as may be reasonably required or appropriate to effectuate the intent of this Agreement.

Section 9.12. Indemnification Covenants.

(a) Except as provided in paragraph (b) below, the Company shall indemnify and save the County, its employees, elected officials, officers and agents (each, an “Indemnified Party”) harmless against and from all liability or claims arising from the County’s execution of this Agreement, performance of the County’s obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement. The Company shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend it in any such action, prosecution or proceeding with legal counsel of the Company’s choice, which is acceptable to the County (the approval of which shall not be unreasonably withheld), and whose purported representation of the County in such matters would not present an unwaivable conflict of interest under the South Carolina Rules of Professional Conduct, the waiveability of which shall be determined by the County, in its reasonable discretion; provided, however, that the Company shall be entitled to manage and control the defense of, or respond to, any claim, action, prosecution, or proceeding, for itself and any Indemnified Party; provided the Company is not entitled to settle any matter without the consent of that Indemnified Party. To the extent any Indemnified Party desires to use separate legal counsel for any reason, that Indemnified Party is responsible for its independent legal costs and expenses, in whole.

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

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

Section 9.13. No Liability of County Personnel. All covenants, stipulations, promises, agreements and obligations of the County contained in this Agreement are binding on members of the Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse for the payment of any moneys under this Agreement may be had against any member of the Council or any elected or appointed official, officer, agent, servant or employee of the County and no recourse for the payment of any moneys or performance of any of the covenants and agreements under this Agreement or for any claims based on this Agreement may be had against any member of Council

or any elected or appointed official, officer, agent, servant or employee of the County except solely in their official capacity.

Section 9.14. Limitation of Liability. The County is not liable to the Company for any costs, expenses, losses, damages, claims or actions in connection with this Agreement, except from amounts received by the County from the Company under this Agreement. Notwithstanding anything in this Agreement to the contrary, any financial obligation the County may incur under this Agreement is deemed not to constitute a pecuniary liability or a debt or general obligation of the County.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Fee in Lieu of Tax and Incentive Agreement to be effective as of the date first written above.

JASPER COUNTY, SOUTH CAROLINA

By: _____
Barbara Clark, Chairperson, County Council
Jasper County, South Carolina

[SEAL]

Attest:

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

[Signature Page to Fee in Lieu of Tax and Incentive Agreement]

PALMETTO ELECTRIC COOPERATIVE, INC.

By: _____
Name: _____
Its: _____

[Signature Page to Fee in Lieu of Tax and Incentive Agreement]

**EXHIBIT A
LAND DESCRIPTION**

The following parcels located throughout Jasper County are included in the definition of Land in this Agreement, and are identified by the following parcel identification number (PIN) used by the Jasper County Assessor’s Office:

PIN
025-00-02-036
042-00-05-060
067-00-01-001
016-00-04-014
020-00-01-018
038-00-08-043
057-00-01-005
068-00-00-003
085-00-06-049
061-00-01-006
061-00-02-001
068-00-00-002

Also included in the definition of Land in this Agreement, to the extent not included in the above list of parcels located throughout Jasper County, are all recorded and unrecorded easements of Palmetto Electric Cooperative, Inc., whether in gross or appurtenant, including but not limited to utility easements, party easements, private easements, prescriptive easements, easements by necessity, easements by condemnation, and contractual easements and rights-of-way located within Jasper County upon or under which Palmetto Electric Cooperative, Inc., or its subsidiaries or affiliates, has located or intends to locate real property improvements or personal property, including, but not limited to all roadwork, water, sewer, drainage, power and utility facilities, as well as the Land, the buildings, fixtures and other real property improvements on the Land, and the utility property, broadband property, machinery and equipment and other personal property, and any additions or improvements to any of the foregoing, whether paid for by the Company directly, through lease payments, or acquired by contract.

EXHIBIT B
APPLICABLE MILLAGE RATES

The millage rate to be applied in accordance with Section 5.01(b)(ii) of this Agreement shall be as follows for each parcel of real property, and all business personal property located thereon in the following County tax district:

- Jasper County Tax District 01 345.000 Mills
- Jasper County Tax District 02 345.000 Mills
- Jasper County Tax District 03 345.000 Mills
- Jasper County Tax District 04 377.000 Mills

There shall be applied an additional millage rate to real and business personal property located within any of the following municipal limits:

- City of Hardeeville 114.000 Mills
- City of Ridgeland 140.250 Mills

AGENDA ITEM:

XI-D

Ordinance item D

STATE OF SOUTH CAROLINA
COUNTY OF JASPER

ORDINANCE NO: 2021-24

AN ORDINANCE
OF JASPER COUNTY COUNCIL

To amend the Jasper County, South Carolina
Organizational Chart.

WHEREAS, by Ordinance No. 09-25 adopted October 5, 2009, the Jasper County Council did adopt an Official Organizational Chart for the County; and

WHEREAS, due to the passage of time, changes in departmental responsibilities, and a comprehensive examination and re-defining of certain of job descriptions and reporting responsibilities, it has become desirable to make certain amendments to the organization of the County administration; and

WHEREAS, the Administration recommends the attached Jasper County, South Carolina Organizational Chart to be the official organizational chart for the County;

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

1. The Jasper County, South Carolina Organizational Chart dated _____, 2021, a copy of which is attached hereto, is hereby adopted as the official Organizational Chart for Jasper County Government , and all previous versions of the Organizational Chart are hereby repealed.
2. This ordinance shall take effect upon approval by Council.

Barbara B. Clark, Chairwoman

ATTEST:

Wanda Simmons, Clerk to Council

First Reading: 07.19.2021

Second Reading: 08.16.2021
Public Hearing: _____
Adopted: _____

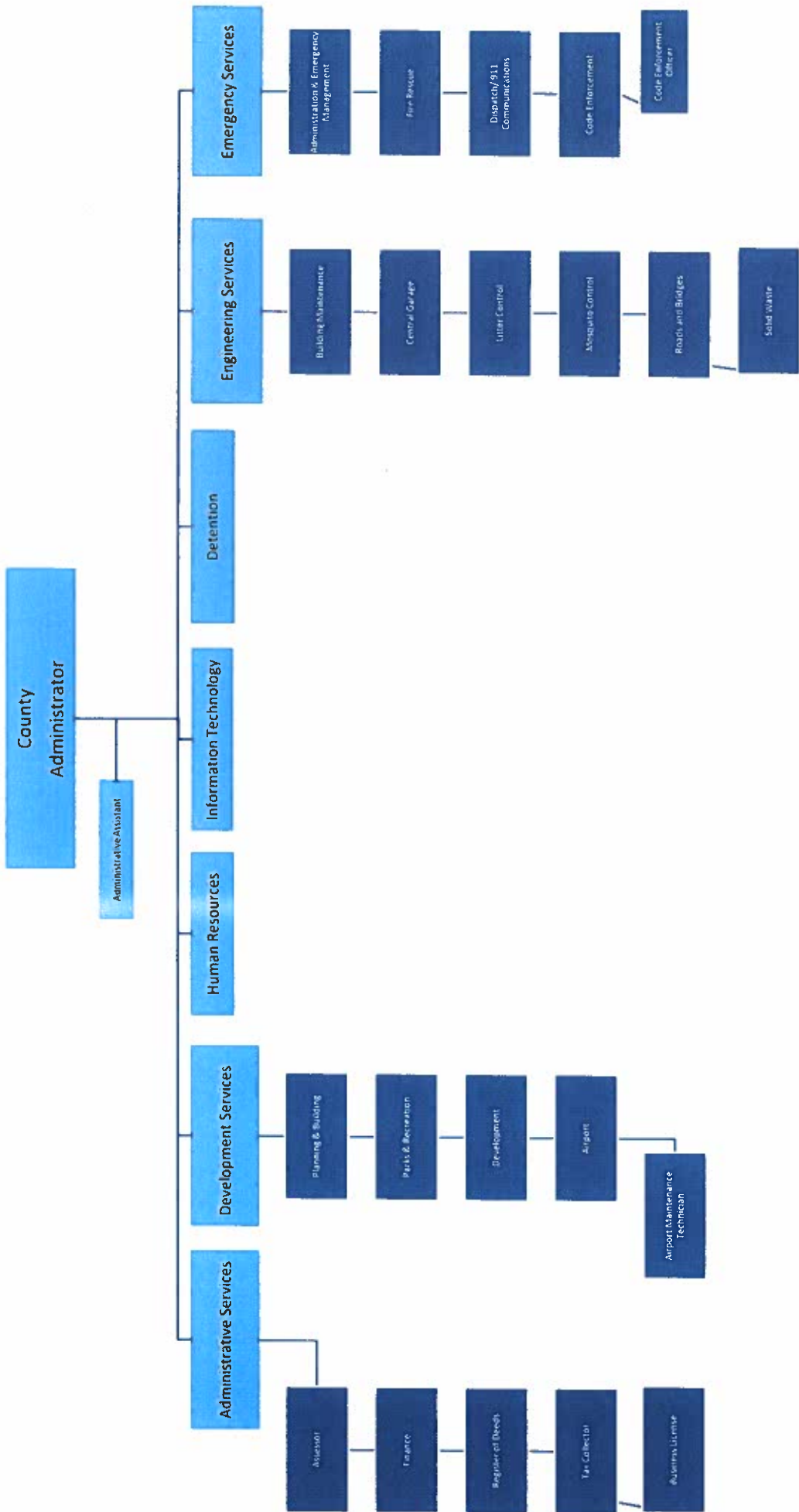
The following document is required to be attached prior to 3rd Reading:

Jasper County, South Carolina Organizational Chart dated _____, 2021.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date



AGENDA ITEM:

XII

New Business item A

*** In order to provide the most current information, Chief Wells will be providing a COVID update on screen for this item ***

AGENDA ITEM:

XIII

Old Business item A



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
Director of Administrative Services
kburgessr@jaspercountysc.gov

Jasper County Council

Consideration of Proposed Expenditure

Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds)

Meeting Date:	August 16, 2021
Submitted For:	Council consideration and approval to begin the process necessary to provide premium pay for certain employees
Recommendation:	Council consideration and approval to begin the process necessary to provide premium pay for certain employees who worked during the declared South Carolina public health emergency period (March 16, 2020 to June 11, 2021) using Coronavirus State and Local Fiscal Recovery Funds.

Description: Per the Department of The Treasury interim final rule 31 CFR Part 35, “Fiscal Recovery Funds payments may be used by recipients to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency.” The interim final rule defines eligible worker to mean “those workers needed to maintain continuity of operations of essential critical infrastructure sectors,” and essential work “as working involving regular in-person interactions or regular physical handling of items that were handled by others.”

Recommendation: If it is the desire of County Council to remunerate essential workers (as defined in the Department of The Treasury interim final rule 31 CFR Part 35) for the elevated health risks they faced during the public health emergency that the Council approve staff to begin the process of identifying those County employees whose positions required in-person contact with members of the public and therefore could not perform their duties from home or remotely and to calculate an amount deemed “premium pay” not to exceed \$3 per hour for the hours worked for the period March 16, 2020 to June 11, 2021. The total premium pay including FICA taxes and appropriate retirement amounts shall not exceed \$2 million. The balance of remaining Fiscal Recovery Funds is approximately \$3.9 million.

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 August 16, 2021

1. **Newspaper of General Circulation:**

We have been notified that the *Jasper County Sun* will no longer be a printed publication. Jasper County has traditionally published all our legal and public hearing advertisements in this weekly publication. We are required to publish such notices in a newspaper of general circulation which must have a print edition.

Going forward, we will be publishing our legal ads and public hearing notices in the *Beaufort Gazette* and/or the *Island Packet* which are daily publications and meet the standard for serving as a newspaper of general circulation.

2. **County Transportation Committee Funding:**

SCDOT has announced that CTCs across the State will receive an additional, combined one-time earmark of \$50 million this year. See letter following this report.

3. **SCDHEC Notice of Proposed Active Corrective Action:**

We have received a notice from SCDHEC concerning a proposed corrective action that is being sought for an underground storage tank (UST) issue at Speedway 2877 located at 18492 Whyte Hardee Blvd. in Hardeeville. The notice follows this report. I have placed a copy of it on the bulletin board in the lobby of the Jasper County Clementa C. Pinckney Government Building. Anyone interested in obtaining a copy of the notice may obtain one by contacting my office.


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



South Carolina
Department of Transportation

MEMORANDUM

TO: County Transportation Committee Members

FROM: Joe Sturm, SCDOT C-Program Administrator 

DATE: July 28, 2021

RE: \$50 million earmark for CTCs in the State Budget

The South Carolina General Assembly recently passed the State budget for the 2021-22 fiscal year which includes a one-time earmark of potentially \$50 million for the 46 County Transportation Committees (CTCs). These funds are still somewhat tentative, and the South Carolina Department of Transportation (SCDOT) cannot yet provide a distribution chart with the exact amounts that the individual CTCs will receive. It will likely be the end of September or early October before we will be able to provide this information. Here is why:

Per Proviso 118.18, the calculation to determine if the funding is actually available to fund the earmark will occur after the books for the previous state fiscal year are closed by the State Comptroller General. It is expected that the Comptroller General will complete his work and we will be notified of the availability of the funding sometime after September 1, 2021. Additionally, the earmarks listed in the proviso are to be funded in the order listed in the budget. The one-time \$50 million CTC funding is listed as the last priority (item #80 of 80) in the budget for funding. While we all want to be optimistic that the full \$50 million will be available after all of the calculations, it is possible that all or some of the funding may run out before reaching the 80th priority item.

In addition to the revenue-side of the issue, SCDOT also expects to receive the 2020 county population data from the US Census Bureau by the end of this September. This is important because the CTC apportionment formula is statutorily set as 1/3 population, 1/3 land area, and 1/3 rural road miles.

Once SCDOT receives the actual available funding notification from the Comptroller General and the updated population figures from the census to use in the distribution formula, we will inform the CTCs of the new apportionment percentages, an updated forecast for the yearly recurring gas tax funds, and the individual distribution amounts of the available one-time funding.

Thank you for all you do in service to the State of South Carolina. If SCDOT may be of service to you, please let me know. I can be reached at 803-737-0230, 803-497-5351, or SturmJP@scdot.org.





JUL 30 2021

GIANNA COVELL
MARATHON PETROLEUM CO LP
502 10TH ST S (TCOB-133)
TEXAS CITY TX 77590

Re: **Public Notice of Proposed Active Corrective Action**
Speedway 2877, 18492 Whyte Hardee Blvd., Hardeeville, SC
UST Permit #05293
Release #1 reported August 11, 1989
Release #2 reported March 30, 2001
Corrective Action Plan received February 26, 2021
Jasper County

Dear Mrs. Covell:

The Underground Storage Tank Management Division (UST Division) of the South Carolina Department of Health and Environmental Control (DHEC) is reviewing a proposed a corrective action plan (CAP) at the referenced facility. The above referenced release of petroleum products has been identified in the soil and/or groundwater. ATC Group Services LLC (contractor) has submitted a CAP to initiate corrective action of the impacted soil and/or groundwater using Surfactant Injection, Trap & Treat® in-situ chemical remediation, BOS 200 in addition to natural attenuation.

Section 280.67 of the South Carolina Underground Storage Tank Regulations requires the South Carolina Department of Health and Environmental Control to provide notice to those members of the public that may be affected by a planned corrective action. A copy of the CAP has been sent to you. Please contact me if you do not receive it. The contractor is required to coordinate all activities with the affected property owners. Your continued cooperation is appreciated.

If you have any questions or comments regarding the proposed corrective action, please contact me at (803) 898-0606 or griffiza@dhec.sc.gov. All comments should be submitted on or before September 2, 2021.

Sincerely,

Zachary Griffith, Hydrogeologist
Corrective Action & Field Support Section
Underground Storage Tank Management Division
Bureau of Land and Waste Management

enc: Public Notice
Citizens Guide

cc: ✓ Andrew Fulghum, PO Box 1149, Ridgeland, SC 29936 (w/ enc)
ATC Group Services LLC, 7606 Whitehall Executive Center Drive, Suite 800, Charlotte, NC 28723
(w/ enc)
Technical File (w/o enc)



A Citizen's Guide to In Situ Soil Flushing

Technology Innovation Office

Technology Fact Sheet

What is in situ soil flushing?

In situ soil flushing is an innovative treatment technology that floods contaminated soils with a solution that moves the contaminants to an area where they are removed. "In situ"—meaning "in place"—refers to treating the contaminated soil without digging up or removing it.

The specific contaminants in the soil at any particular site determine the type of flushing solution needed in the treatment process. The flushing solution is typically one of two types of fluids: 1) *water only*; or 2) *water plus additives* such as acids (low pH), bases (high pH) or surfactants (like detergents).

Water is used to treat contaminants that dissolve easily in water. An *acidic solution* is a mixture of water and an acid, such as nitric acid or hydrochloric acid. Acidic solutions are used to remove metals and organic contaminants, such as those typically found in battery recycling or industrial chrome plating processes. For example, zinc contamination—which can result from plating operations—would be treated with an acidic solution. A *basic solution* is a mixture of water and a base, such as sodium

hydroxide. (Ammonia is an example of a base commonly used in households.) Basic solutions are used to treat phenols and some metals. A *surfactant* can be a detergent or emulsifier. Emulsifiers help mix substances that normally do not mix such as oil and water. For this reason, surfactant solutions are effective at removing oily contaminants.

Researchers also are investigating the use of water plus *organic solvents* as a flushing solution. Organic solvents such as ethanol are used to dissolve certain contaminants that water alone cannot dissolve.

How does it work?

Figure 1 on page 2 provides an illustration of one type of in situ soil flushing process. The process begins with the drilling of injection wells and extraction wells into the ground where the contamination has been found. The number, location, and depth of the injection and extraction wells depend on many geological factors and engineering considerations. Wells may be installed either vertically or horizontally. In addition to placing the wells, other equipment—such as a wastewater treatment system—must be transported to or built on the site.

A Quick Look at In Situ Soil Flushing

- Injects a washing solution into unexcavated soils to flush out contaminants.
- Is most effective on soils with low silt or clay content.
- Requires the drilling of injection and extraction wells on-site.
- Is a transportable technology that can be brought to the site.
- Requires greater understanding of the site's geology than some other technologies.

The soil flushing equipment pumps the flushing solution into the injection wells. The solution passes through the soil, picking up contaminants along its way as it moves toward the extraction wells. The extraction wells collect the *elutriate*—the flushing solution mixed with the contaminants.

The elutriate is pumped out of the ground through the extraction wells. Here, the elutriate is typically treated by a wastewater treatment system to remove the contaminants. The contaminants are treated or disposed of, and the treated water can either be recycled for use in the flushing solution or disposed of in another acceptable manner. It is because of this circular process that in situ soil flushing systems are often referred to as injection/recirculation systems.

Any contaminated fumes or vapors that might be given off during the wastewater treatment step of the process are collected and treated.

Why consider in situ soil flushing?

In situ soil flushing can be tailored to treat specific contaminants. For example, if a site is contaminated

How is Soil Flushing Different From Soil Washing?

With soil flushing, the soil is treated in place using an injection/recirculation process. Soil washing involves excavating the contaminated soil and treating it at the surface in a soil washer.

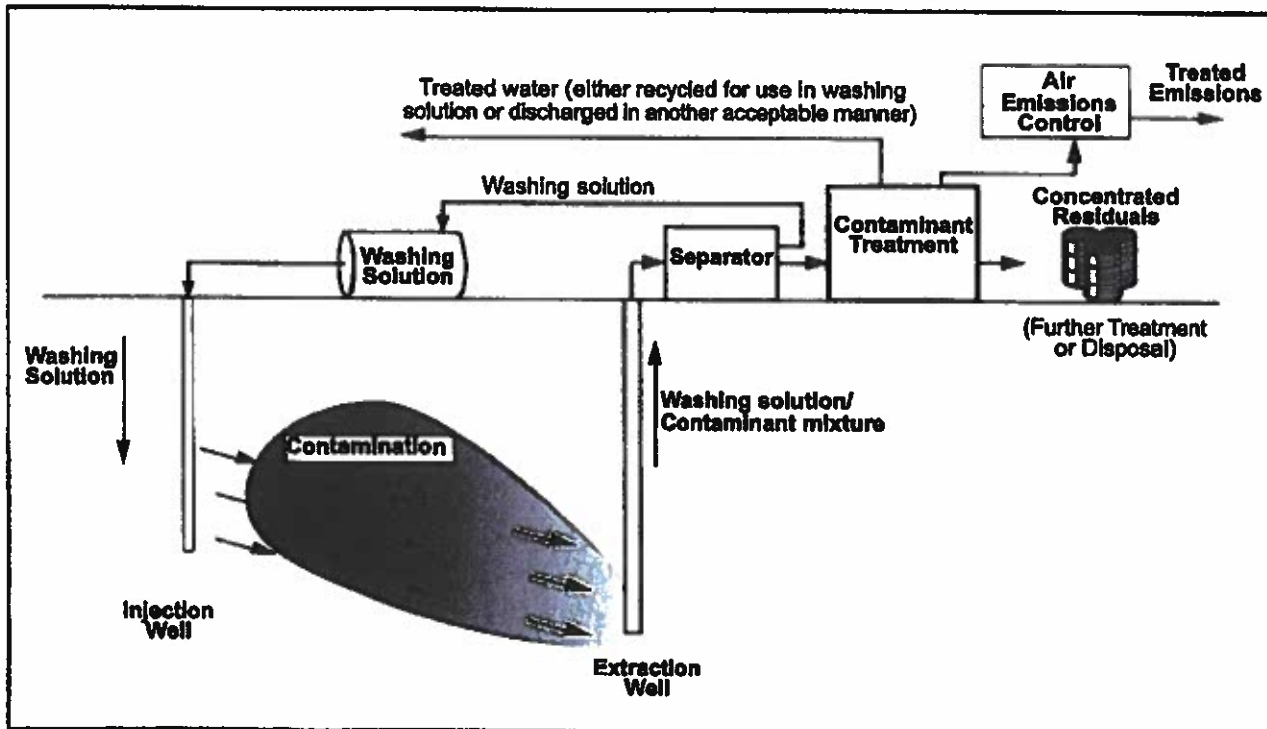
with oily waste, surfactants can be added to the flushing solution to remove them more easily from the soil.

In addition, since soil flushing is conducted in situ, it reduces the need for excavation, handling, or transportation of the hazardous substances. The process has been most effective in removing the contaminants such as those identified in Figure 2 on page 3.

Will it work at every site?

In situ soil flushing works best at sites with soil that has spaces that permit the wash solution to move

Figure 1
The In Situ Soil Flushing Process (Using Vertical Wells)



What is an Innovative Treatment Technology?

Treatment technologies are processes applied to hazardous waste or contaminated materials to permanently alter their condition through chemical, biological, or physical means. Treatment technologies are able to alter, by destroying or changing, contaminated materials so they are less hazardous or are no longer hazardous. This may be done by reducing the amount of contaminated material, by recovering or removing a component that gives the material its hazardous properties or by immobilizing the waste.

Innovative treatment technologies are those that have been tested, selected or used for treatment of hazardous waste or contaminated materials but lack well-documented cost and performance data under a variety of operating conditions.

- Since in situ soil flushing is tailored to treat specific contaminants, it is not highly effective with soils contaminated with a mixture of hazardous substances, for example, metals and oils. It would be difficult to prepare a flushing solution that would effectively remove several different types of contaminants at the same time.

Where is in situ soil flushing being used?

Table 1 on page 4 lists some Superfund sites where in situ soil flushing has been selected as a treatment method.

**Figure 2
Contaminants Considered
for Treatment by In Situ Soil Flushing**

Contaminants	Industries Where Used
Heavy metals (lead, copper, zinc)	Battery Recycling, Metal Plating
Halogenated solvents (TCE, trichloroethane)	Drycleaning, Electronics Assembly
Aromatics (benzene, toluene, cresol, phenol)	Wood Treating
Gasoline and fuel oils	Petroleum, Automobile
PCBs and chlorinated phenol	Pesticide, Herbicide, Electric Power

Not all waste types and site conditions are comparable. Each site must be individually investigated and tested. Engineering and scientific judgment must be used to determine if a technology is appropriate for a site.

through it. If the soil has a high percentage of silt or clay, for example, the flushing solution can not easily move through the soil, so it can not easily make contact with the contaminants. This limits the overall effectiveness of the soil flushing process. In addition, some flushing fluids contain additives which may themselves create new groundwater contamination if they are not completely removed.

There are additional considerations for the use of this technology. For example:

- The flow of the groundwater must be well understood in order to design the well system for a given site. Extensive field investigations may be necessary to define the groundwater flow completely.
- The makeup and arrangement of subsurface layers must be well understood to be able to predict the path of the flushing fluids and contaminants and ensure that the contamination is not spread beyond the area from which it can be collected.

Table 1
Examples of Superfund Sites Using Soil Flushing *

Name of Site	Status**	Type of Facility	Contaminants
Lipari Landfill, NJ	Operational	Landfill	Volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), metals
Vineland Chemical, NJ	In design	Pesticide manufacturing	Metals
Ninth Avenue Dump, MI	Completed	Industrial landfill	VOCs, polyaromatic hydrocarbons (PAHs)
Lee Chemical, MO	Operational	Solvent recovery	VOCs
Idaho Pole Company, MT	In design	Wood preserving	SVOCs, PAHs
United Chrome Products, OR	Operational	Chrome plating	Metals
Umatilla Army Depot, OR	Design complete	Explosives storage	Explosives, propellants

For a listing of Superfund sites at which innovative treatment technologies have been used or selected for use, contact NCEPI at the address in the box below for a copy of the document entitled *Innovative Treatment Technologies: Annual Status Report (7th Ed.)*, EPA 542-R-95-008. Additional information about the sites listed in the Annual Status Report is available in database format. The database can be downloaded free of charge from EPA's Cleanup Information bulletin board (CLU-IN). Call CLU-IN at 301-589-8366 (modem). CLU-IN's help line is 301-589-8368. The database also is available for purchase on diskettes. Contact NCEPI for details.

* Not all waste types and site conditions are comparable. Each site must be individually investigated and tested. Engineering and scientific judgment must be used to determine if a technology is appropriate for a site.
**As of August 1995

For More Information

The publications listed below can be ordered free of charge by calling NCEPI at 513-489-8190 or faxing your request to 513-489-8695. If NCEPI is out of stock of a document, you may be directed to other sources. You may write to NCEPI at:

National Center for Environmental Publications and Information (NCEPI)
P.O. Box 42419
Cincinnati, OH 45242

- *Selected Alternative and Innovative Treatment Technologies for Corrective Action and Site Remediation: A Bibliography of EPA Resources*, January 1995, EPA 542-B-95-001. A bibliography of EPA publications about innovative treatment technologies.
- *Physical/Chemical Treatment Technology Resource Guide*, September 1994, EPA 542-B-94-008. A bibliography of publications and other sources of information about soil flushing, soil washing, solvent extraction, and other innovative treatment technologies.
- *Engineering Bulletin: In Situ Soil Flushing*, May 1991, EPA 540-2-91-021.
- *Engineering Issue: Considerations in Deciding to Treat Contaminated Soils In Situ*, EPA 540-S-94-500.
- *In Situ Remediation Technology Status Report: Surfactant Enhancement*, EPA 542-K-94-003.
- *In Situ Remediation Technology Status Report: Cosolvents*, EPA 542-K-94-006.
- WASTECH® Monograph on *Soil Washing/Soil Flushing*, ISBN #1-883767-03-2. Available for \$49.95 from the American Academy of Environmental Engineers, 130 Holiday Court, Annapolis, MD 21401. Telephone 410-266-3311.

NOTICE: This fact sheet is intended solely as general guidance and information. It is not intended, nor can it be relied upon, to create any rights enforceable by any party in litigation with the United States. The Agency also reserves the right to change this guidance at any time without public notice.

A Citizen's Guide to In Situ Chemical Reduction



What Is In Situ Chemical Reduction?

In situ chemical reduction, or "ISCR," uses chemicals called "reducing agents" to help change contaminants into less toxic or less mobile forms. It is described as "in situ" because it is conducted in place, without having to excavate soil or pump groundwater above ground for cleanup. ISCR can clean up several types of contaminants dissolved in groundwater. It can also be used to clean up contaminants known as "dense non-aqueous phase liquids" or "DNAPLs," which do not dissolve easily in groundwater and can be a source of contamination for a long time. ISCR is most often used to clean up the metal chromium and the industrial solvent trichloroethene, or "TCE," which is a DNAPL.

How Does it Work?

When reducing agents are added to contaminated soil and groundwater, a chemical reaction occurs that changes contaminants into other forms. For example, a very toxic form of chromium called "hexavalent chromium," or "chrome 6," can be changed to chrome 3 when reducing agents are injected into contaminated groundwater. Chrome 3 is a much less toxic form of the metal. Chrome 3 is also less mobile because it does not dissolve as easily in water.

Common reducing agents include zero valent metals, which are metals in their pure form. The most common metal used in ISCR is zero valent iron, or "ZVI." ZVI must be ground up into small granules for use in ISCR. In some cases, micro- or nano-scale (extremely small)

particles are used. The smaller particle size increases the amount of iron available to react with contaminants. Other common reducing agents include polysulfides, sodium dithionite, ferrous iron, and bimetallic materials, which are made up of two different metals. The most common bimetallic material used in ISCR is iron coated with a thin layer of palladium or silver.

There are two ways of bringing reducing agents into contact with contaminated soil and groundwater: direct injection and construction of a permeable reactive barrier, or "PRB."

Direct Injection involves mixing the reducing agent with water (or sometimes vegetable oil) to create a slurry, which is pumped down holes drilled directly into the contaminated soil and groundwater. This method is often used to treat highly contaminated source areas, including DNAPLs. Nano-scale ZVI is usually used when injecting iron underground, but micro-scale ZVI also is used.

A PRB is a wall built below ground, usually by digging a trench and filling it with a reducing agent. Iron filings, which are larger granules of ZVI, are commonly used. Because the wall is permeable, groundwater flows through the PRB allowing contaminants to react with the reducing agent; treated water flows out the other side. A PRB is used to treat contaminants dissolved in groundwater. It will only treat the water that flows through it. (See *A Citizen's Guide to Permeable Reactive Barriers* [EPA 542-12-015].)

How Long Will It Take?

ISCR may take as little as a few months to clean up a source area using direct injection, and PRBs may take several years. The actual cleanup time will depend on several factors that vary from site to site. For example, ISCR will take longer where:

- The source area is large, or contaminants are trapped in hard-to-reach areas like fractures or clay.
- The soil or rock does not allow the reducing agent to spread quickly and evenly or reach contaminants easily.
- Groundwater flow is slow.

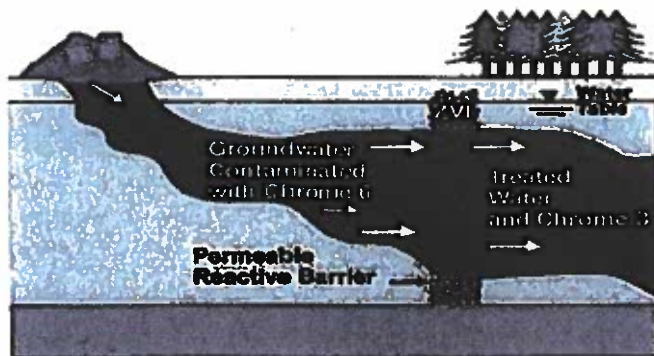


Illustration of the treatment of contaminated water with a PRB made of ZVI.

Is In Situ Chemical Reduction Safe?

The use of ISCR poses little risk to the surrounding community. Workers wear protective clothing while handling reducing agents, and when handled properly, these chemicals are not harmful to the environment or to people. Because contaminated soil and groundwater are cleaned up underground, ISCR does not expose workers or others at the site to contamination. If contaminated soil is encountered when digging the PRB trench, workers will need to wear protective clothing. They also cover any loose contaminated soil to keep dust and contaminants out of the air before disposing of it. Groundwater and soil are tested regularly to make sure ISCR is working.

How Might It Affect Me?

Residents and businesses near the site may see increased truck traffic when drilling rigs, earth-moving equipment, and reducing agents are delivered to the site. Residents also may hear the operation of equipment during injections or installation of PRBs. However, when injections and PRB installations are complete, ISCR requires no noisy equipment. Cleanup workers will occasionally visit the site to collect soil and groundwater samples to make sure ISCR is working.

Why Use In Situ Chemical Reduction?

ISCR can treat some types of contaminants including DNAPLs that are difficult to clean up using other methods. It can destroy most of the contamination in situ without having to pump groundwater for treatment or dig up soil for transport to a landfill or treatment facility. This can save time and money. In addition, no energy is needed to operate a PRB because it relies on the natural flow of groundwater. ISCR is a relatively new method for cleaning up hazardous waste sites, but is seeing increased use at Superfund sites across the country.



Injection of reducing agent into a hole drilled underground.

Example

ISCR was used to treat soil and groundwater contaminated with chrome 6 at the Macalloy Corporation Superfund site in South Carolina. Leaks and disposal of wastes at the former iron-chrome alloy manufacturing plant contaminated the groundwater, which flows into a nearby creek.

In December 2005, five PRBs (and later another four) were constructed to contain and treat groundwater before it could enter the creek. Soil excavated from trenches was mixed with gravel and a blend of ferrous iron and sodium dithionite. The mixture was placed back in the trenches to form the PRBs.

A 2010 review showed that concentrations of chrome 6 and the extent of contamination are decreasing at the site. Cleanup goals are being met in most of the wells sampled. The PRBs are expected to continue to reduce chrome 6 over the next five years.

For More Information

For more information about this and other technologies in the Citizen's Guide Series, visit:

www.cluin.org/mediation
www.cluin.org/products/titguide
www.cluin.org/ISCR

NOTE: This fact sheet is intended solely as general information to the public. It is not intended, nor can it be relied upon, to create any rights enforceable by any party in litigation with the United States, or to endorse the use of products or services provided by specific vendors. The Agency also reserves the right to change this fact sheet at any time without public notice.

United States
Environmental Protection
Agency

Office of Solid Waste and
Emergency Response
(5102G)

EPA 542-F-12-012
September 2012
www.epa.gov/superfund/sites
www.cluin.org



PUBLIC NOTICE
Notice #05293-2
August 2, 2021

This notice is to inform the public that the South Carolina Department of Health and Environmental Control (DHEC) is taking public comments on a Corrective Action Plan (CAP). This CAP addresses the cleanup of soil and groundwater contamination at the facility listed below. The contamination was caused by petroleum products that were released from underground storage tank system at this facility.

FACILITY: Speedway 2877, 18492 Whyte Hardee Blvd., Hardeeville, SC

APPLICANT: Marathon Petroleum CO LP, 502 10th Street S (TCOB-133), Texas City, TX

SUMMARY OF CAP:

Petroleum and petroleum byproducts naturally break down over time through chemical, physical, and biological processes. These processes are called natural attenuation. ATC Group Services LLC has submitted a CAP proposing the use of the following technology(ies) in addition to natural attenuation to clean up the contamination.

- **Surfactant Injection:** Surfactant is injected to increase the mobility of the petroleum contamination.
- **Trap & Treat® In-Situ Chemical Reduction of BOS 200®:** The product BOS 200® is mixed with water and a facultative blend of microbes to form a slurry. The Slurry is then injected into the subsurface creating an enhanced or ideal environment for the chemical, physical, and biological processes, where contaminants are absorbed or 'Trapped' to the BOS 200® and broken down 'Treated'.

PUBLIC COMMENT PERIOD DEADLINE: The **deadline** for submitting written comments is **5 PM September 2, 2021**. Any interested person(s) may submit written comments concerning the cleanup to the Project Manager listed below. Please bring this notice to the attention of persons whom you know will be interested in this matter. Where there is a significant degree of public interest, DHEC will hold a public meeting.

Zachary Griffith, Hydrogeologist
Underground Storage Tank Management Division
S.C. Dept. of Health & Environmental Control
2600 Bull Street
Columbia, SC 29201
(803) 898-0606

CONTACT INFORMATION: For additional information, please call the Project Manager listed above. To view a copy of the CAP, contact the Freedom of Information Office at 803-898-3882 or view it online at <http://www.scdhec.gov/Apps/Environment/PublicNotices>.

Section 280.67 of the S.C. Underground Storage Tank Control Regulations (R.61-92) requires that any CAP prepared to meet the requirements of 280.66 be placed on notice for public comment.



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 July 20, 2021-August 16, 2021

1. **Jasper Ocean Terminal (JOT):**
Received and reviewed two memos from Burr Forman. Drafted letter to GPA Chair for the Chairwoman. Sent letter and copied County Council with letter and memos. Discussion with attorney to prepare an additional proposed piece of work. To be discussed with County Council in executive session on August 16.
2. **Exit 3:**
Reviewed proposed answers to the SCTIB. Revised answers. Discussed with new legal counsel on July 29. Sent to the City of Hardeeville on July 29 for forwarding on to the SCTIB.
3. **Affordable Housing:**
Met with a representative from Habitat for Humanity of Hilton Head and County staff on July 29 to discuss another, proposed Habitat project in Jasper County. Will report to Council when staffed out.
4. **SC Association of Counties (SCAC) Annual Conference:**
Attended conference in the Town of Hilton Head Island July 30-August 3.
5. **Reporting Changes and New Positions:**
Met with affected employees to explain the nature of the changes and reasoning behind them. New positions noticed.
6. **Broadband Expansion:**
Telephone conversation with representative of Charter Communications on July 28 re: Charter's plan to expand broadband access in Jasper County via the 2020 Rural Digital Opportunity Fund (RDOF). Charter Communications was awarded 93% of the FCC funds in SC. Correspondence follows this report.

7. Impact Fee Study:

Discussion with consultant on July 27. Coordination meeting with Beaufort County staff scheduled for August 27.

8. Transportation Sales Tax:

Discussed with counsel the potential use of funds for Exit 3 and RT. 170. Organized and attended presentation on Rt. 170 Corridor Access Management Study on August 9. Draft IGA with Beaufort County for proposed Jasper County financial participation reviewed on August 10. Will present to County Council when staffed out. To be discussed with County Council in executive session on August 16.

9. Various Development Projects:

Discussions re: Peninsula Tract, Project Lite, Project Ocean, and Carolina Metal Castings. Prospect update to be provided to County Council in executive session on August 16.

10. Underground Storage Tanks (USTs):

Renewed promissory note with South State Bank, National Association on August 6. This is surety that SCDHEC requires of owners of USTs in case of the need for funds to fix or repair an issue with an UST.

11. Conservation Finance Feasibility Study:

Staff review with suggested edits on August 11. Staff will schedule a presentation of the study as soon as practicable after the edits have been made.

12. Personnel Matter:

Attended mediation on August 10 for Brown v Jasper County et al. To report on the matter to County Council on August 16.

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

County Council special called meeting on August 9.



James Knox
james.knox@charter.com
(803) 705-4136

July 7, 2021

Andrew Fulghum
County Administrator
Jasper County
PO Box 1149
Ridgeland, SC 29936

Re: Broadband Internet Expansion in Jasper County

Dear Administrator Fulghum,

I am writing you on behalf of Charter Communications ("Charter") to express our commitment to extending our broadband network to those who lack internet service in your county. As you may know, Charter is the largest internet provider in South Carolina and is undertaking an unprecedented initiative to expand broadband in our state, particularly in rural unserved areas.

In December of 2020, the Federal Communications Commission ("FCC") announced the results of its Rural Digital Opportunity Fund ("RDOF") auction where the FCC will be disbursing funds to winning bidders. In exchange for these funds, winning bidders have pledged to deliver broadband services to certain rural areas.

Charter was awarded 93% of the FCC funds within South Carolina, which includes significant areas in your County. Enclosed is a map that depicts the RDOF areas awarded to Charter where we have committed to connecting your constituents. Additionally, there are numerous partnership opportunities with Charter available to your county in order to extend broadband construction beyond these RDOF areas where internet service may be lacking. We would like to meet with you to outline our scheduled plan for deployment in your County.

I will be contacting you very soon to schedule a meeting. In the meantime, please do not hesitate to contact me at james.knox@charter.com or (803) 705-4136. I look forward to speaking with you about Charter's plans to remove the digital divide in your community.

Truly Yours,



James F. Knox

Senior Manager, Government Affairs
Charter Communications

Encl.

RDOF Phase I Awards in Jasper County



Shaded blue regions depict RDOF areas awarded to Charter Communications for broadband construction

Total RDOF Locations: 1,576