



Watch Live via YouTube at:

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

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

To participate in a **Public Hearing for a specific agenda item**, you may either email written public comments to comments@jaspercountysc.gov by **1:00PM on Monday, March 18, 2024**; or you can speak in person at the Council Meeting by signing in on the **Public Hearing Sign In Sheet** located outside the Council Chambers Doors prior to the start of the meeting. **Public Hearing Comments** shall be limited to **3 minutes per person**.

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

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



JASPER COUNTY COUNCIL
COUNCIL MEETING

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

Monday, March 18, 2024

AGENDA

5:00PM

Budget Workshop:

Review of the Fiscal Year 2025 Budget Schedule – [Kimberly Burgess](#)

Jasper County Neighbors United – [Tedd Moyd](#)

Jasper County Council on Aging – [Lila Resh](#)

1. Call to Order by Chairman Sauls

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

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

2. Executive Session SECTION 30-4-70.

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

(2) Discussion of negotiations incident to proposed contract arrangements and proposed purchase or sale of property, the receipt of legal advice where the legal advice related to pending, threatened, or potential claim or other matters covered by the attorney-client privilege, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against the agency of a claim – [Tax Map # 063-26-14-001 and Map # 063-26-14-002](#); [Consideration of just compensation for I95 widening property request by SCDOT](#); [Parks and Recreation Master Plan Proposals](#)

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

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

PLEASE BE ADVISED THERE MAY BE VOTES BASED ON ITEMS FROM THE EXECUTIVE SESSION.

3: Return to Open Session at 6:30PM

- **3.1 Action coming out of Executive Session**

4. Pledge of Allegiance and Invocation:

5. Approval of the Consent Agenda Items:

6. Approval of Agenda:

PRESENTATIONS AND PROCLAMATIONS

7. Brenda Dooley, CEO - Habitat for Humanity of the Lowcountry

8. Chief Russell Wells – Initial Quarterly Report on the IGA with City of Hardeeville for Emergency Transport / Ambulance Services.

RESOLUTIONS

9. None

PUBLIC HEARINGS, ORDINANCES AND ACTION ITEMS

10. None

CITIZEN COMMENTS

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

12. Administrator’s Report

CONSENT AGENDA

13. **John Wall** – Approval of the **3rd reading** of Ordinance **#O-2024-04** Authorizing The Execution And Delivery Of A Fee-In-Lieu Of *Ad Valorem* Taxes And Incentive Agreement By And Among n Jasper County, South Carolina And Master Steel LLC, for an Economic Development formerly known as "Project Install" To Provide For Payment Of A Fee-In-Lieu Of Taxes; Approving The Creation Of A Multicounty Park With Hampton County, South Carolina; Authorizing The Execution And Delivery Of A Multicounty Park Agreement By And Between Jasper County, South Carolina And Hampton County, South Carolina; Authorizing Certain Infrastructure Credits And; And Other Related Matters. (*Project Install*) (*1st reading 02.05.2024; public hearing and 2nd reading 03.04.2024*)

14. **David Tedder** – Consideration of the **3rd reading** of Ordinance **#O-2024-05** Extending a Temporary Moratorium on Applications, Administrative Processing and Permitting for Approval of Large Residential Subdivisions, Major Subdivisions, Commercial Development Projects and Signage Within the Euhaw Broad River Planning Area and Matters Related Thereto. (*Moratorium*) (*1st reading 02.26.2024; public hearing and 2nd reading 03.04.2024*)

15. **Kimberly Burgess** – Consideration of the recommendation of the bid proposals for Robertville Community Center Roof Replacement Phase 2.

16. **Kimberly Burgess** – Consideration of the recommendation of the Accommodation Tax Advisory Committee Members for Fiscal Year 2024-2025.

17. **Danny Lucas** – Ratifying Approval of the Parks & Recreation Master Plan RFP Recommendation to include inadvertently omitted written staff recommendation. (*Approved at the 03.04.2024 meeting*)

18. Approval of the Minutes 01.25.2024

END OF CONSENT AGENDA

19. Council Members Comments:

20. Possible Return to Executive Session to Continue Discussion on Matters Regarding Agenda Item II. **Council may act on any item appearing on the agenda including items discussed in executive session.*

Adjournment:

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 # 7

No information was provided

AGENDA

ITEM # 8



Jasper County Emergency Services

*1509 Grays Hwy (P.O.B. 1509)
Ridgeland, SC 29936
Office: 843-726-7607 Fax: 843-726-7966*



Chief Russell W. Wells, Director

Deputy Chief Darran Vaughn

14, March 2024

To: Honorable County Council Members
Cc: Andrew Fulghum, Administrator
Re: City of Hardeeville Ambulance report update

Dear Council Members,

The following is our data regarding the City of Hardeeville ambulance implementation.

- CY 2022: Computer Aided Dispatch Records indicate that 1,410 medical calls for service occurred within the city limits.
- CY 2023: Computer Aided Dispatch Records indicate that 1,313 medical calls for service occurred within the city limits.
- City of Hardeeville ambulance went in service 28, November 2023.
- December 2023 calls for service:
 - Jasper County Fire Rescue responded to **76** medical calls for service in the City limits.
 - Hardeeville Fire Department responded to **50** medical calls for service in the City limits.
 - Hardeeville Fire Department responded to **3** medical calls for service in the County.
- January 2024 calls for service:
 - Jasper County Fire Rescue responded to **88** medical calls for service in the City limits.
 - Hardeeville Fire Department responded to **66** medical calls for service in the City limits.
 - Hardeeville Fire Department responded to **3** medical calls for service in the County.
- February 2024 calls for service:
 - Jasper County Fire Rescue responded to **70** medical calls for service in the City limits.
 - Hardeeville Fire Department responded to **56** medical calls for service in the City limits.
 - Hardeeville Fire Department responded to **4** medical calls for service in the County.

Sincerely,

Russell Wells
Director/Fire Chief, Jasper County Emergency Services Division

AGENDA

ITEM # 11

Citizen Comments

AGENDA

ITEM # 12

Administrator Report



OFFICE OF THE JASPER COUNTY ADMINISTRATOR

Jasper County Clementa C. Pinckney Government Building
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

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

Administrator's Report

March 18, 2024

1. Hampton County/Jasper County Boundary Reestablishment:
The passage of time and growth has led to confusion over statutory county descriptions and the locations of county boundary lines between the two counties, specifically from the Savannah River to a point along the Coosawhatchie River. The SC Revenue and Fiscal Affairs Office and the SC Geodetic Survey are actively involved in reestablishing the proper boundary between the two counties in this area. A descriptive presentation follows this report.
2. 2024 Transportation Sales Tax with Greenbelt Element Effort:
At the meeting, I will clarify with Council and staff the next step of holding a workshop on the matter. As of the writing of this report, we are contemplating a workshop on either Wednesday, April 3 or Thursday, April 4 to maintain progress. A draft schedule follows this report.
3. Capital Improvement and Investment Plan:
Monthly progress reports for February 2024 follow this report.

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



Hampton - Jasper County Line

Savannah River to a point along the
Coosawhatchie River



David Ballard, PLS
Revenue and Fiscal Affairs
SC Geodetic Survey

Overview

- Reason for boundary clarification
- Why is the SC Geodetic Survey the chosen agency
- The requirements and duties of the SC Geodetic Survey
- Explanation of our methods
- Boundary clarification procedure
- Legal process for individuals disagreeing with SCGS findings
- Statutory description of county boundary
- Research and findings
- Monumentation and Survey
- Conclusion



The Reason...

- **Passage of time and growth has led to confusion over statutory county descriptions and the locations of county boundary lines**
- **Exact and precise locations and boundaries of state's political subdivisions are critical for services, enforcement of property rights and election of public officials.**
- **Technology exists now to cost-effectively provide definite and permanent markers of boundary lines**
- **Necessary for state government and political subdivisions**



Why the SC Geodetic Survey?

- Over the last 30+ years, the South Carolina Geodetic Survey has worked with South Carolina counties to help resolve some of the ambiguities present in the current Code of Law
- SC Geodetic Survey was also used in the clarification of the NC/SC boundary
- In the early 90's Greenville and Spartanburg counties asked the Geodetic Survey to help them work out the location of their Statutory Boundary. Their boundary was clarified and placed into law.
- After it's completion the General Assembly decided to enact legislation assigning the SC Geodetic Survey as the mediator to resolve disputes between counties.



The duties of the SC Geodetic Survey (SCGS) with respect to determining county boundaries

SC Code of Laws §27-2-105

Act No. 262 of 2014

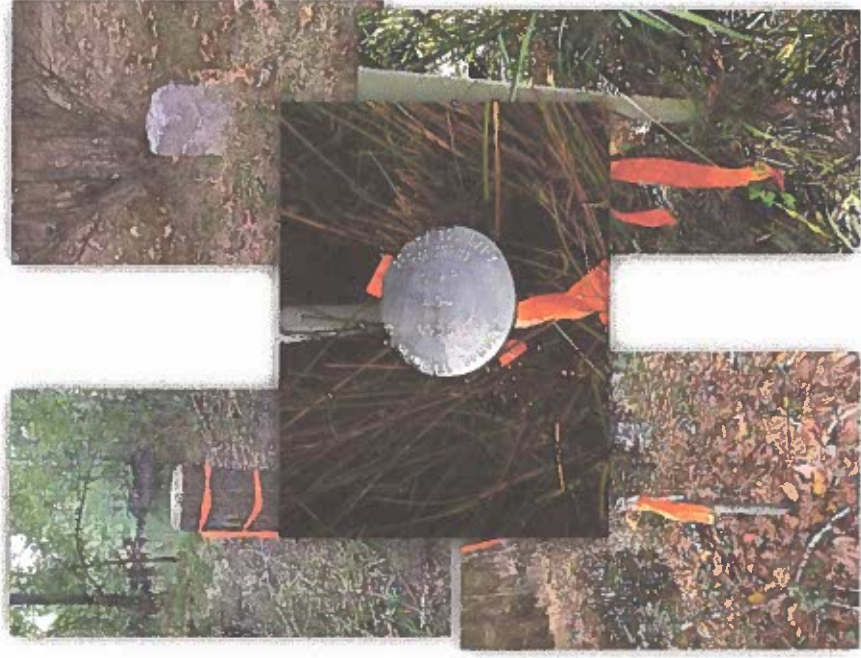
- (1994) Dispute between two or more counties- SCGS will act as mediator to resolve the dispute
- (1994/2014) SCGS to assist counties in defining and monumenting the locations of county boundaries and positioning the monuments using geodetic surveys where counties are ill-defined, unmarked, or poorly marked
- (2014) SCGS will clarify county boundaries as defined in Chapter 3, Title 4
- (2014) SCGS will analyze archival and other evidence and perform field surveys to position geographically all county boundaries in accordance with statutory descriptions
- (2014) To amend section 27-2-105, Code of Laws of South Carolina, 1976, relating to the duties of the South Carolina Geodetic Survey (SCGS) with respect to determining county boundaries, so as to authorize and direct the SCGS to clarify county boundaries and mediate boundary disputes between counties by providing a procedure allowing the SCGS administratively to adjust county boundaries, to provide the procedures including notice that SCGS must follow in making such adjustments, to provide that affected parties may appeal these adjustments to the Administrative Law Court in a de novo hearing, to provide the method of determining the effective date of these administrative county boundary adjustments and the notice requirements for these adjustments to be effective and to provide that nothing contained in this administrative process restricts the authority of the General Assembly by legislative enactment to adjust or otherwise clarify county boundaries by legislative enactment.



MONUMENTS

VS

MONUMENTS



South Carolina Revenue and Fiscal Affairs Office



South Carolina Revenue and Fiscal Affairs Office

Geodetic Surveys & Common Geographic Coordinate Systems

Why we use them for boundary surveys.



Scatter Gram of Differences Between Observations

2 - Five Minute Sessions

$$\text{RMSE}(2-D) = 0.020\text{m} @95\%$$

$$0.015\text{m} \approx 0.05'$$



Axis Units in Meters

Steps for Clarifying Boundaries SC Code of Law SECTION 27-2-105

SCGS Requirements:

- Upon reestablishing county boundary, SCGS shall certify its work and within 30 days of certification:
 - Provide copies to the administrator of each affected county;
 - Provide written notification to affected parties
 - Provide notice and copies to the public through its official website and or other means it considers appropriate; and
 - Notify as it determines appropriate, other affected state and federal agencies
- (Initiates 60 Day Appeal Process)
- Certified Surveys submitted to Secretary of State, Register of Deeds Offices, and South Carolina Department of Archives with Cover Letter
- Date of the cover letter is the date the surveys become effective
- Introduce Legislation to update Code of Law to reflect clarified boundary with State Plane Coordinates



SCGS Steps for Clarifying Boundaries

- Notify County Administrators in advance of planned work
- Conduct historical research for documentary evidence of boundaries*
- Perform field work to locate monuments and corroborating evidence and position on State Plane Coordinates*
- Share preliminary findings with county officials for impact analysis and to plan public meetings
- Hold public meeting
- Receive feedback and input from local officials and public
- Review and update findings, as appropriate
- Certify plats*
- Send out mailings to affected parties along boundary*
- 60day window for appeals*
- Record/File plats*



SC Code of Law SECTION 27-2-105

- **Affected Parties Disagreeing with SCGS:**
 - May file request for a contested case hearing with the SC Administrative Law Court
 - This decision may be appealed
 - **“Affected Party”**
 - Governing body of an affected county
 - Governing body of a political subdivision of this State
 - An elected official, other than a statewide elected official
 - A property owner or an individual residing in the certification zone
 - A business entity located in the certification zone
 - A nonresident individual who owns or leases real property situated in the certification zone




Chapter 5, Title 4

• Change of Boundaries

- **S.C. Code § 4-5-120: Procedure for annexing part of county-** governing body or 10 percent of registered voters petition in writing, shall deposit with the clerk of court an amount of money sufficient to cover the expenses of surveys , plats, annexation commission and the election to be held to determine whether the proposed annexation shall be effected and then file such resolution or petition in the office of the clerk of court
- **S.C. Code § 4-5-130: Appointment of Commission for annexation-**once presented to the governor then within 30 days the governor shall appoint a commission of four persons
- **S.C. Code § 4-5-140: Employment of Surveyors-**commission may contract for survey and location of the proposed change of line and for such purpose may employ 3 surveyors
- **S.C. Code § 4-5-170: Governor shall order election; voting place; eligible electors-** to be held in an area sought to be transferred and an election to be held in the county to which the area is proposed to be transferred
- **Propose and adopt Legislation**



Public Meeting Notification (Example)



July 25, 2017

Re: Street Address, County Change TMS/PID, TMS Number.

Dear Sir or Madam,

Berkley County and Dorchester County contacted the South Carolina Geologic Survey (SCGS) requesting the location of the boundary between the two counties. The SCGS is currently conducting the location of the boundary that was established by the creation of Dorchester County in 1807 as contained in the original jurisdiction. So that this conclusion will not conflict, Berkley and Dorchester counties have committed to accurately determining the location of the boundary as defined by the SC Code of Laws, marking it with proper monuments, and referencing it to geographic coordinates. A draft of the survey and other information will be found on the SCGS website at <http://www.scs.gov/landdata/landdata.htm>.

The reason for this letter is two fold.

The first reason is to inform you of how the proposed re-established Berkley-Dorchester boundary will/might affect you as a property owner. Included with this letter, is an aerial photograph showing your property, the proposed re-established Berkley-Dorchester county line and the parcel property lines used by each county.


For the property referenced in this letter, it appears that there is or may be a significant impact. A significant impact is defined as a residence, place of business, or the majority of a parcel being found in a different county based on the proposed re-established boundary and county GIS lines. The final determination of taxation will be decided by the counties.

The second reason is to inform you that the SCGS will conduct its fielding and work performed in re-establishing the Berkley-Dorchester boundary as a public meeting. The meeting will be held in the Dorchester County Courthouse, 340 N. Main Street (Opp Cedar Street Entrance), Summerville, South Carolina 29154, Tuesday August 22nd at 6:00 pm.

If you have any historical or legal information regarding the location of the Berkley-Dorchester boundary, please contact the SCGS at the address below. If you are unable to attend with respect to finalizing the re-established boundary, contact information is provided below and will be on hand at the public meeting for review.

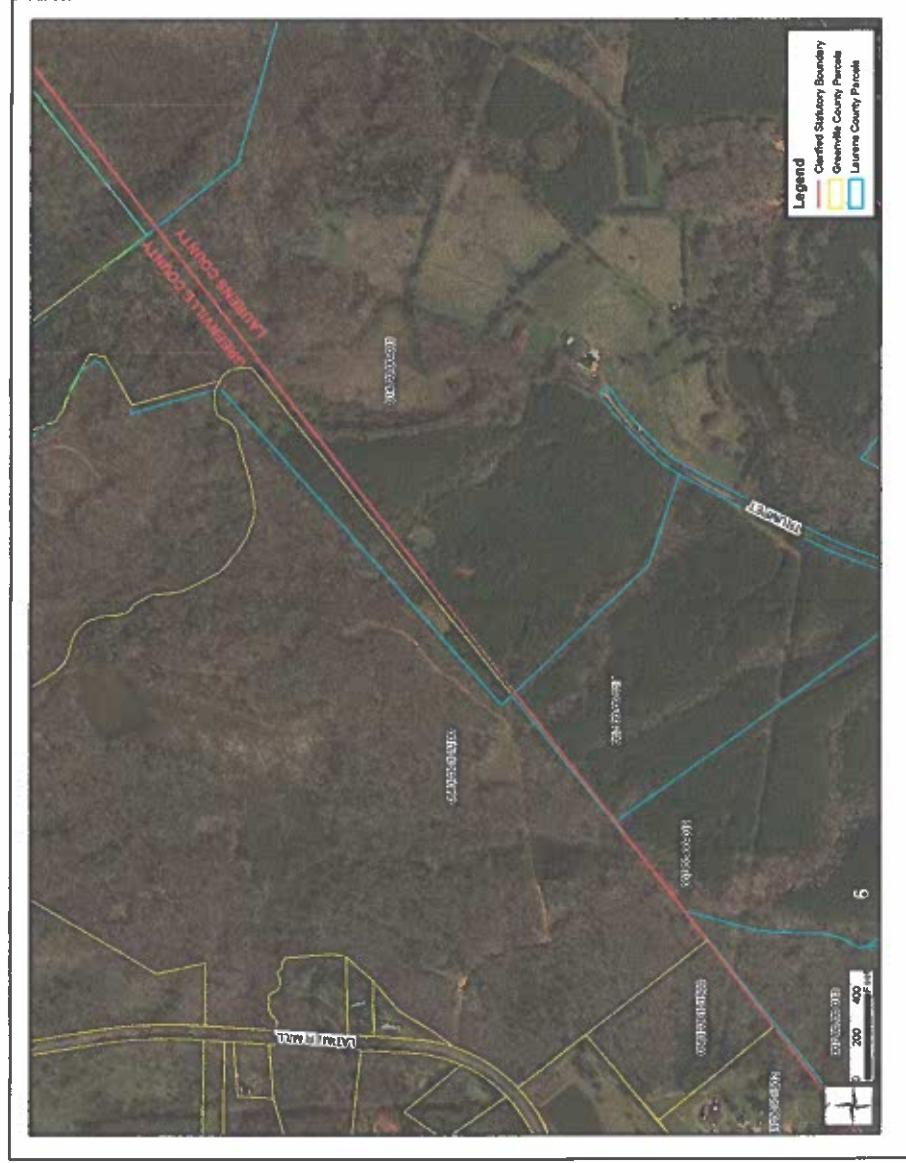
Please let us know if you are not the current owner of this property. If any of this property is leased, using the contact information below, please provide us with the name and address of the current tenants of this property.

Cordially,



David A. Island, PLS
 Major, County Boundary Program
 SC Geologic Survey
 5 College Road
 Columbia, SC 29212
 (803) 896-7710
 Email: David.Island@scgs.sc.gov

Public Meeting Notification (Example)



CORNERSTONE
SURVEYING & ENGINEERING, INC.



South Carolina Revenue and Fiscal Affairs Office



Lines are Established by Legislative Acts

**Acts and Joint Resolutions of the Great Assembly of South Carolina
An Act to Establish Jasper County**

Section 1



SECTION 1. An Act to Establish Jasper County

“...Beginning at a point in the Savannah River, where the township line between Lawton and Goethe townships on one side and Robert and Coosawhatchie on the other, in Hampton County, intersects the South Carolina-Georgia State line;...”



Lines are Established by Legislative Acts

**South Carolina Code of Laws (Unannotated)
Chapter 3 Boundaries of Existing Counties**

Section 4-3-300. Hampton County



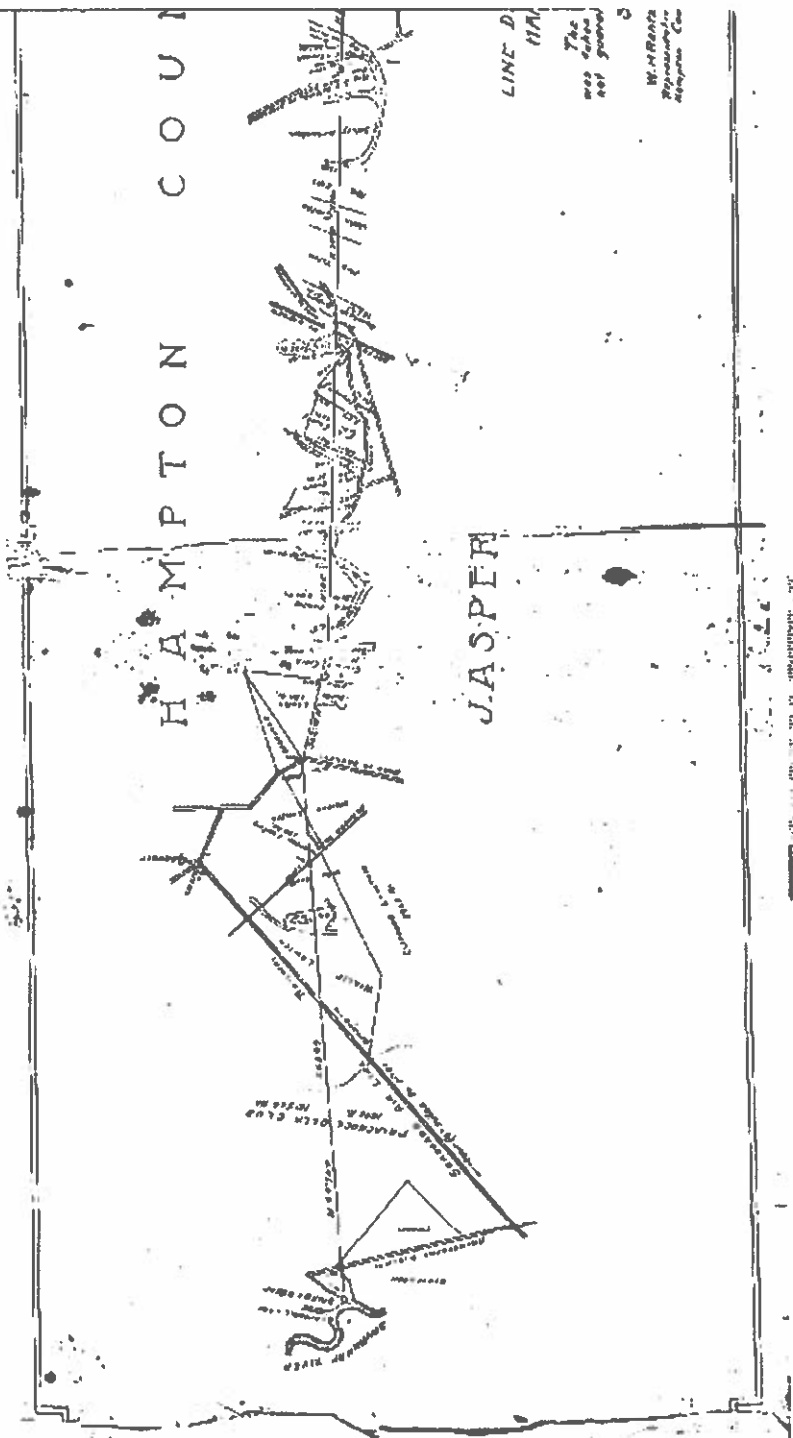
SECTION 4-3-300. Hampton County

“Hampton County is bounded as follows: on the northeast by Colleton County from which it is separated by the Combahee and Salkehatchie Rivers; on the northwest by Allendale County; on the southwest by the Savannah River which separates it from the state of Georgia and on the southeast by the counties of Jasper and Beaufort.”



Reference Plat 1

76



COUNTY



MAP OF
LINE DIVISIONS GRATER AND
NORTHON COUNTIES

The survey shown on this map
was taken from old surveys and is
not guaranteed

Surveyed Oct. 1912

W.M. Smith, State Surveyor
Representative for
Orange County

COUNTY

Boundary of Orange County
as shown on map of 1870
is shown on this map as
being the same as the
boundary of Orange County
as shown on map of 1870
by W.M. Smith
Surveyor General

Orange County
Surveyed Oct. 1912

PLAT OF COUNTY LINE

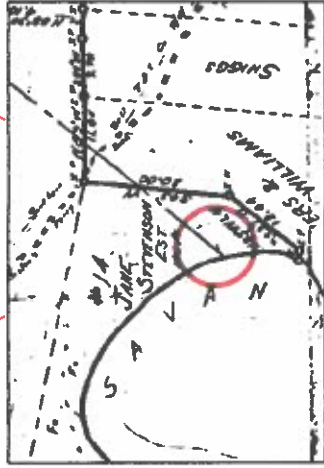
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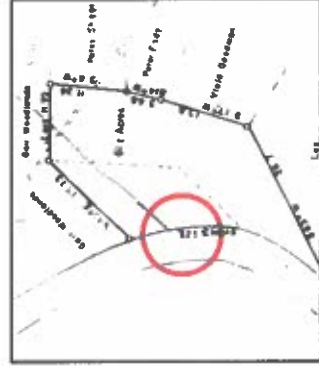
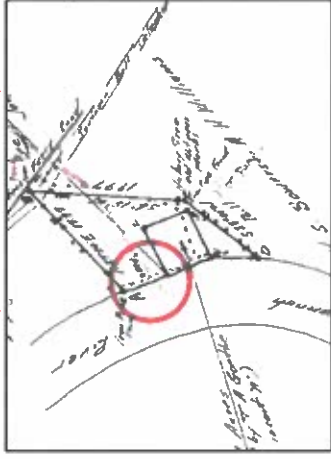
Hampton County / Jasper County Line Monument Monument A



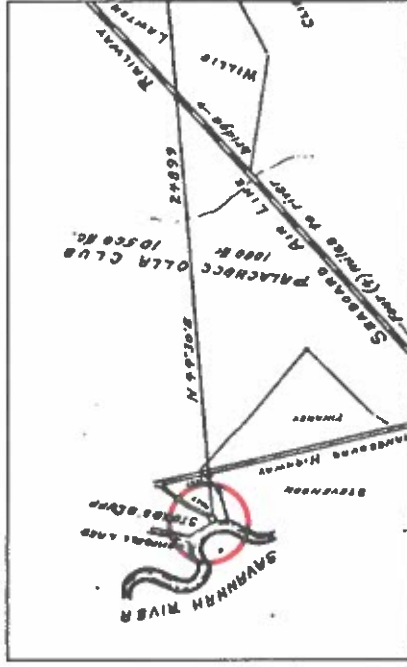
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(PB-PG 8-288)



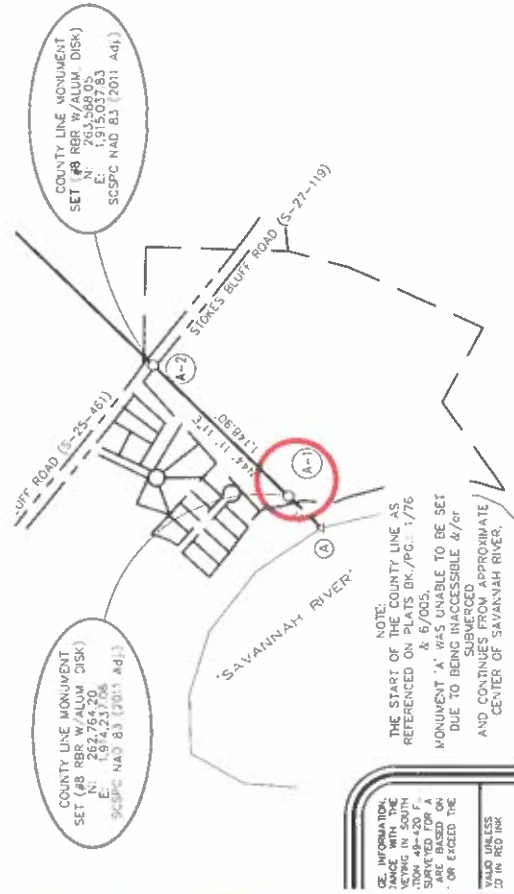
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(Sheet 1 of 10)

Hampton County / Jasper County Line Monument Monument A-1

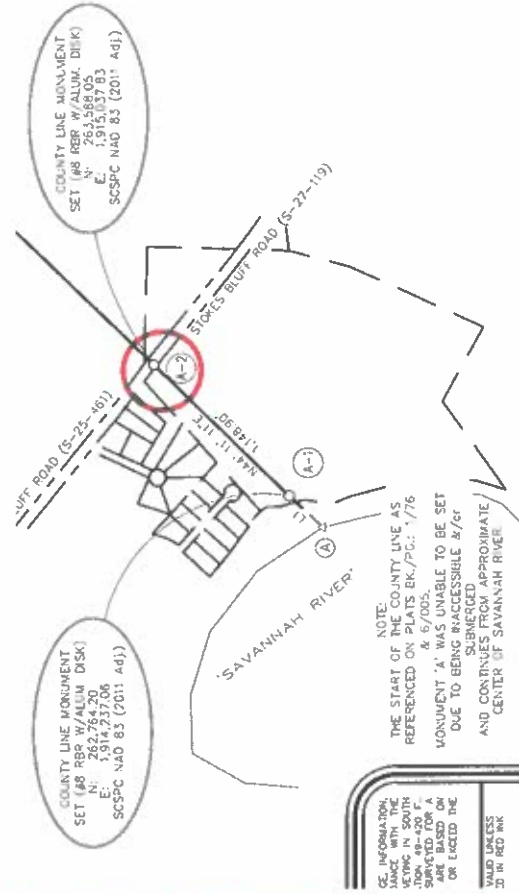
(Sheet 2 of 10)



Hampton County / Jasper County Line Monument Monument A-2



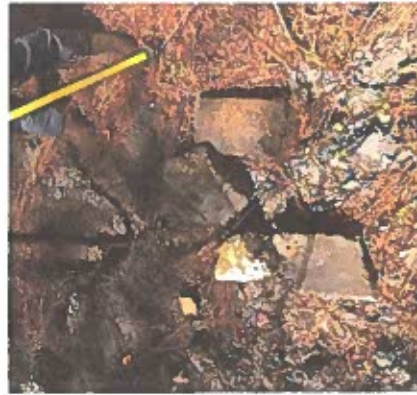
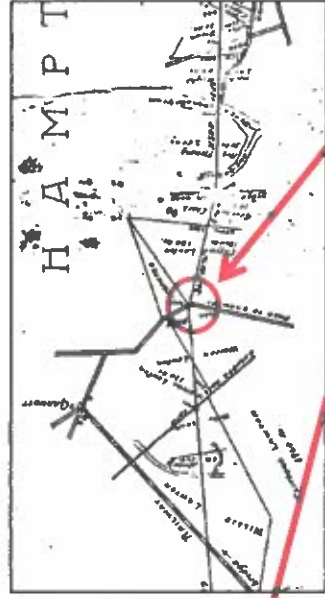
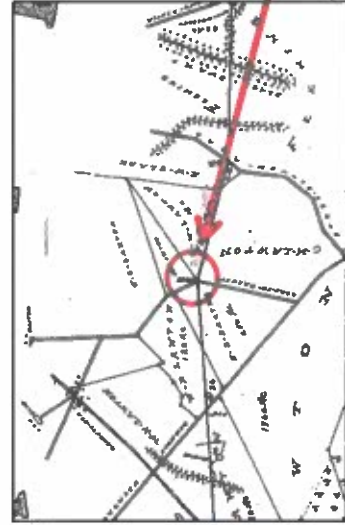
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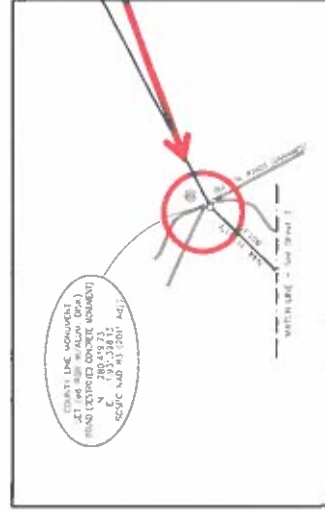
Hampton County / Jasper County Line Monument Monument B



Former Destroyed
Concrete Monument



Former Destroyed
Concrete Monument

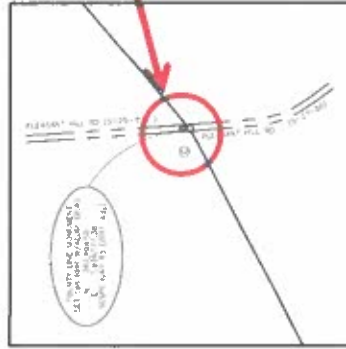
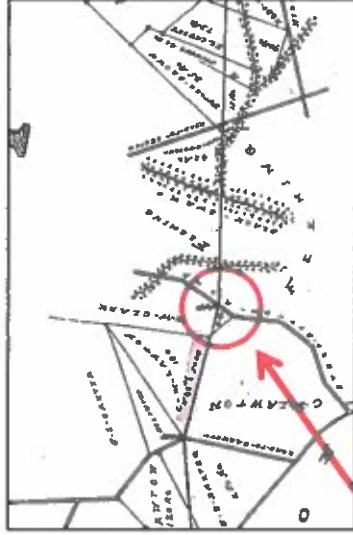
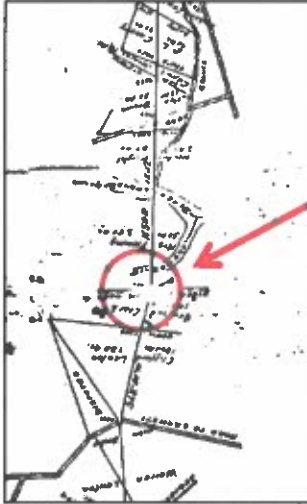


(Sheet 4 of 10)

Monument "B"



Hampton County / Jasper County Line Monument Monument C

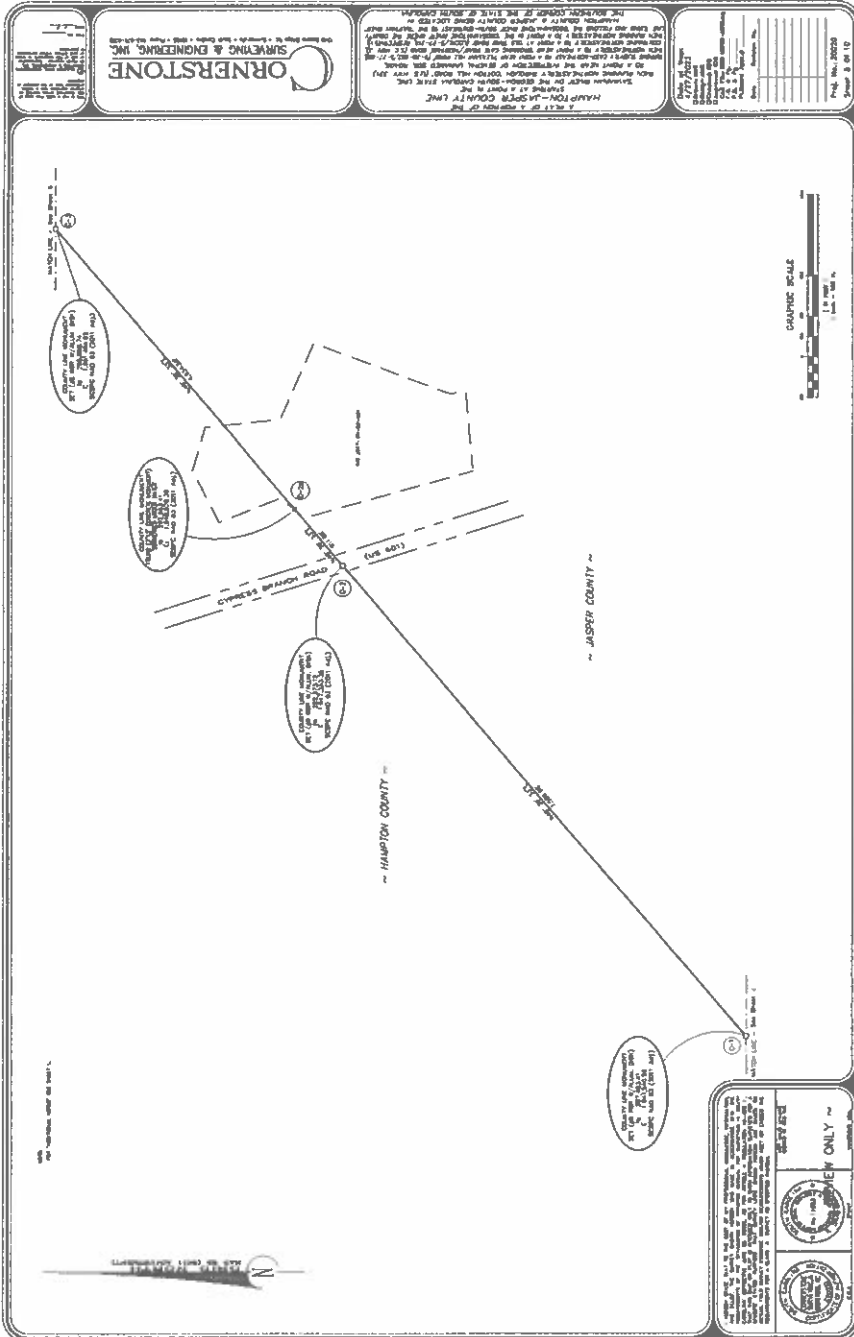


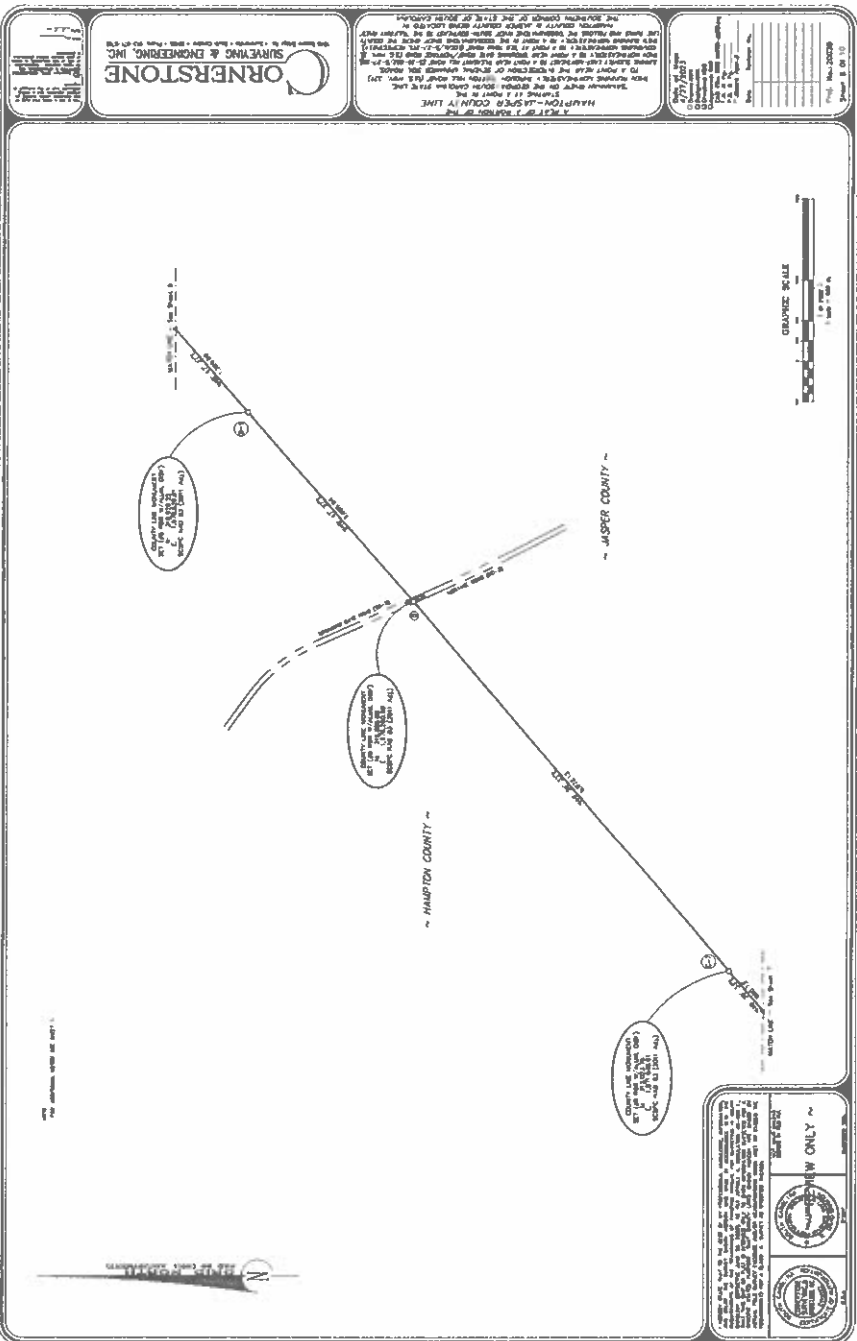
Monument "C"



(Sheet 4 of 10)







CORNERSTONE
SURVEYING & ENGINEERING, INC.
One Main Hwy. N. | Lenoir, N.C. 28756 | Phone: 813-333-3333
www.cornerstone-surveying.com

HAMPTON-JASPER COUNTY LINE
TRACT OF 7 ACRES
TOWNSHIP 11 NORTH
RANGE 11 WEST
COUNTY OF HAMPTON, NORTH CAROLINA
The above described land is situated in the Township of 11 North and Range of 11 West of the 11th of North Carolina and is bounded on the north by the 11th of North Carolina and on the south by the 11th of North Carolina and on the east by the 11th of North Carolina and on the west by the 11th of North Carolina.

Project No. 200702
Date: 11/11/07
Scale: 1" = 100'
Drawing No. 1
Sheet No. 1 of 1

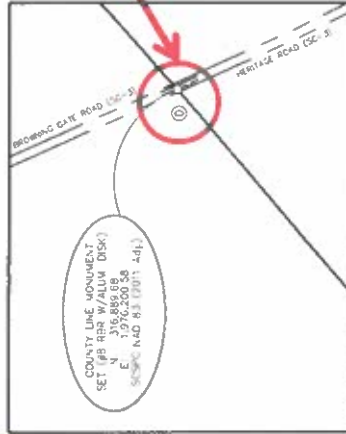
THE COUNTY LINE MONUMENT IS LOCATED AT THE INTERSECTION OF THE COUNTY LINE AND THE SECTION LINE.

COUNTY LINE MONUMENT
E 100° 00' 00" S
100.00 FT
W 90° 00' 00" E
100.00 FT

NOTICE
THIS MAP IS A PUBLIC RECORD AND IS SUBJECT TO THE PUBLIC RECORD ACT OF 1987. ANY REPRODUCTION OF THIS MAP WITHOUT THE WRITTEN PERMISSION OF CORNERSTONE SURVEYING & ENGINEERING, INC. IS PROHIBITED.



Hampton County / Jasper County Line Monument Monument "D"



Monument "D"

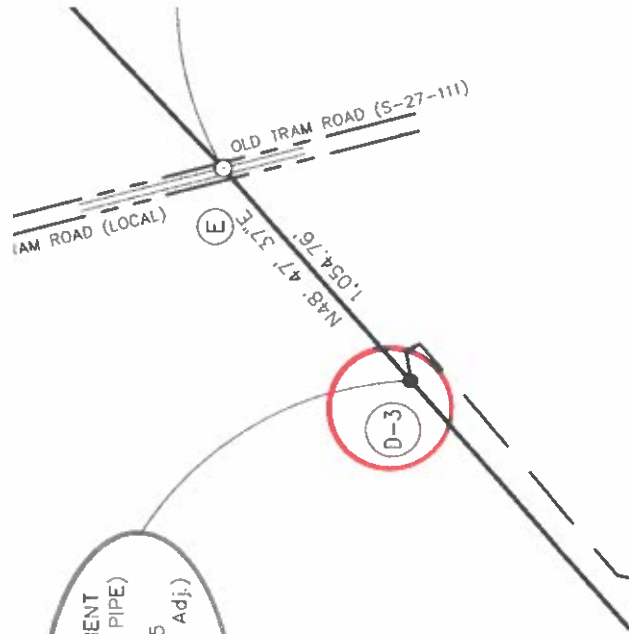
(Sheet 8 of 10)

Hampton County / Jasper County Line Monument Monument D-3

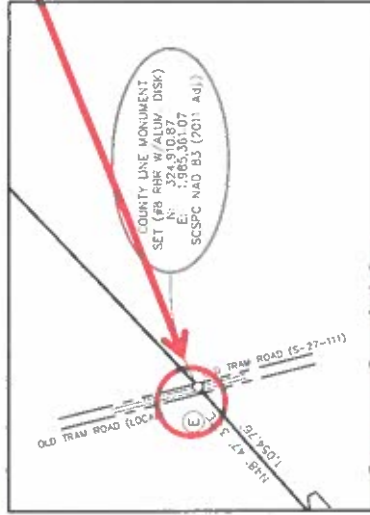
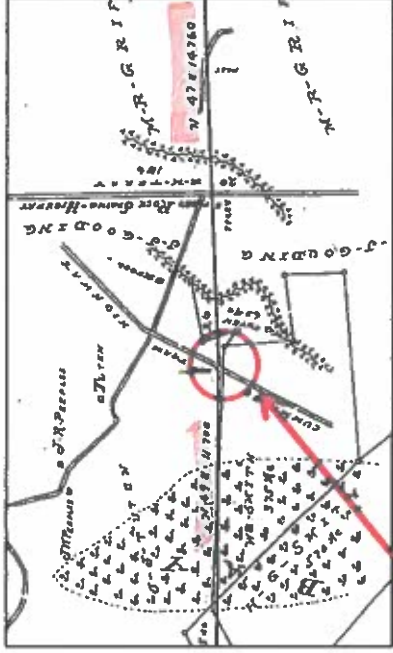
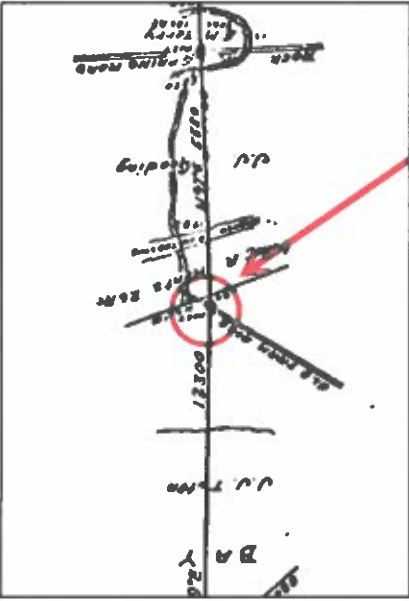
(Sheet 9 of 10)



COUNTY LINE MONUMENT
 FOUND (1" OPEN TOP PIPE)
 N: 324,216.03
 E: 1,984,567.55
 SCSPC NAD 83 (2011 Adj.)



Hampton County / Jasper County Line Monument Monument E



Monument "E"



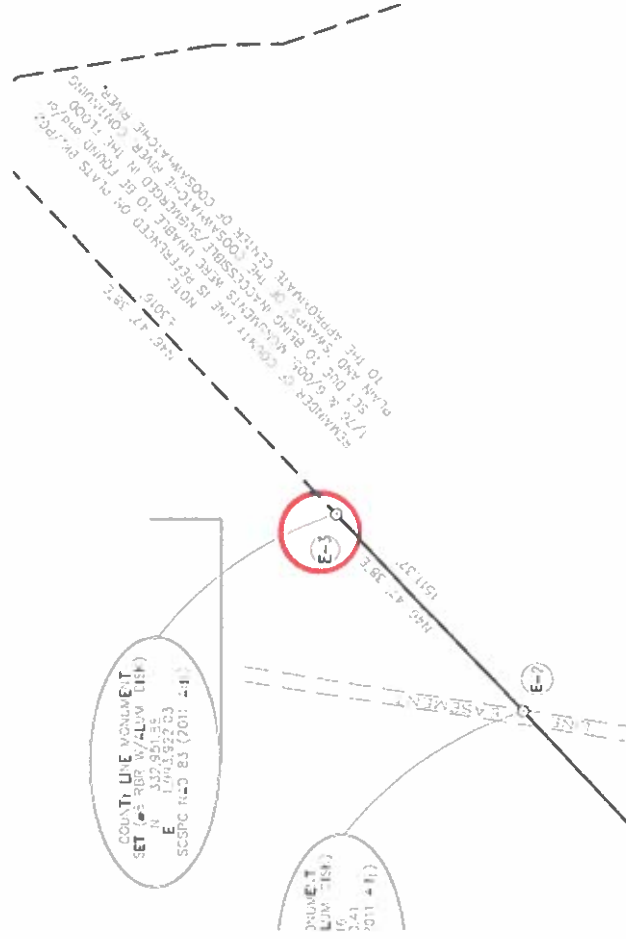
(Sheet 9 of 10)



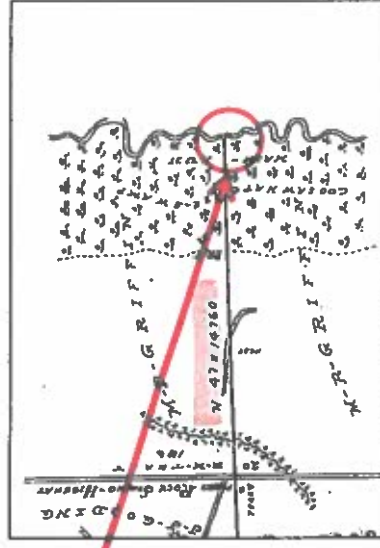
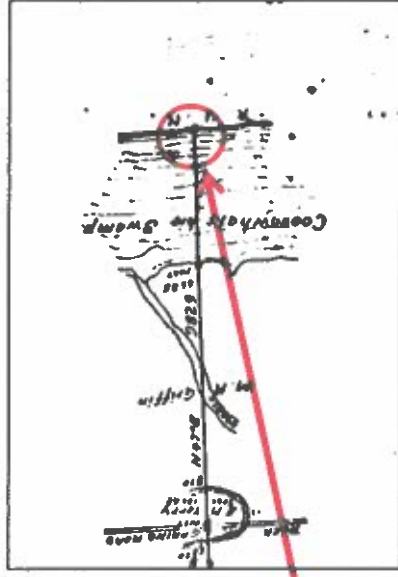
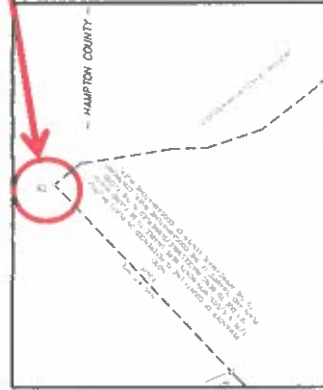
Hampton County / Jasper County Line Monument Monument E-3



(Sheet 10 of 10)



Hampton County / Jasper County Line Monument Monument F



Monument "F"

(Sheet 10 of 10)



WHAT HAPPENS NEXT:

- PUBLIC MEETING**
- CERTIFICATION OF PLAT**
- NOTIFY AFFECTED PARTIES**
- 60 DAY APPEAL WINDOW**
- RECORD/FILE PLAT UNDER COVER LETTER**
- DATE OF LETTER IS THE EFFECTIVE DATE OF THE BOUNDARY**

Project Page:

<https://rfa.sc.gov/programs-services/geodetic/county/HAMP-JASP>

QUESTIONS?

Or Information You Would Like to Provide?

PLEASE CALL: [803-734-3793](tel:803-734-3793)

or EMAIL: boundary@rfa.sc.gov

**We Will Work to Address Questions Promptly or Direct
Questions to the Appropriate Agency or Jurisdictional Entity**



Jasper County Sales Tax Timeline Draft 1 - PLEASE CONFIRM WITH ELECTIONS SUPERVISOR
22-Feb-24



County To Do
TPL To Do
Citizens To Do
County Elections
Office To Do

Start Date	End Date	Milestone	Status/Legal citation/Comments	Notes
16-Jan-24	1-Mar-24	TPL to update feasibility research report to provide options to Jasper County	First draft complete as of 2-Feb-24, County staff to review, provide edits	Underway
1-Mar-24	1-Apr-24	TPL to conduct privately funded public opinion poll to understand voter priorities; make preliminary recommendation to County Administrator and Council on voters' views toward greenbelt provision, ballot language.	Can be done sooner or later if direction doesn't come within this time frame, see rest of schedule.	Done
1-Apr-24	31-May-24	County to conduct three readings of ordinance to adopt ballot language, implementing ordinance. Staff may wish to confirm ballot language with SCDOR and/or Attorney General prior to third reading.	County may consider workshops/public meetings to assess projects, take input on community priorities.	
1-May-24	31-May-24	TPL and partners to develop campaign plan and budget (mail, perhaps radio, speaking engagements, letter writing, digital) for 50%+1 majority vote in November, 2022.	Advocacy Campaign is commonly privately funded. This step can also be handled entirely by local political experts. TPL can assist if desired and needed.	
1-Apr-24	15-Jul-24	Private Jasper County citizens to form leadership organization for campaign with broad-based steering committee.	The county can also empanel a public advisory board if desired, this is a private committee primarily to raise funds and plan expenditures.	
Anytime It is ready	8-15-24 at NOON	Deadline to submit approved ballot language in all required languages to Elections Supervisor (SOE).	Final Deadline is Noon on Thursday August 15, 2022 per Section 7-13-355.	
1-Apr-24	5-Nov-24	Citizens to raise private funds for campaign.	Flexible; amount needed TBD	
1-Apr-24	5-Nov-24	Private citizens to carry out campaign for November approval.	Ideal to have broad cross section of local, private sector civic leaders out front.	
21-Sep-24	1-Nov-24	Last day for Supervisors of Elections to send absentee ballots to absent stateside uniformed and overseas voters (UOCAVA) for the General Election.	Absentee Ballots for UOCAVA voters are sent both by mail and electronically (E-mail/Fax/Online) based on the voter's choice. Those ballots are first sent no later than 45 days prior to the election, for November 5, 2024 that date would be 9/21/24. The last days for them to be sent would depend on the method of sending based on the voter's choice. If by mail, the last day we mail ballots is the Friday prior to the Election, so 11/1/2024. If electronically we will continue sending them up until the polls close on Election Day, 7 PM, as UOCAVA voters can return them electronically. 7-15-760	
CHECK	4-Nov-22	Mandatory mailing of Vote By Mail Ballots	Absentee Ballots for non UOCAVA voters are mailed beginning the week prior to the Registration Deadline, so the week of ____ 2024 we would begin mailing them and continue mailing them as applications come in. The last day we mail ballots is the Friday prior to the election, so 11/1/2024. Any application received prior to 5 PM that Friday is processed, and a ballot mailed. There is not a mandatory mailing day, the State Election Commission recommends the 30 days out, need to check procedure for Jasper County. The last time we can mail a ballot or accept a by mail application is in statute, 7-15-330	
6-Oct-24	4-Nov-22	In Person Absentee Voting with Valid Excuse Allowed	There is no statutory requirement of when In Person Absentee Voting begins, the standard practice and the recommendation of the State Election Commission is to open In-person Absentee the Monday following the Registration Deadline, which is 30 days prior to the election. For 2024 that opening day would be Oct 6, 2024. As for when it ends, that is in statute, 7-15-330 says: "Applications must be accepted by the county board of voter registration and elections until 5:00 p.m. on the day immediately preceding the election for those who appear In person."	
	5-Nov-24	Election Day - Celebrate!		



PROGRAM STATUS REPORT – FEBRUARY 2024

Jasper County Capital Plan
Jasper County, SC



M. B. Kahn Construction Co., Inc. has prepared this Program Status Report to provide Jasper County Council an update of the Jasper County Capital Plan. This report is intended to show the progress made on the overall capital plan and each project to date, and prepare you for the next steps as we continue moving forward.

PROJECT STAKEHOLDERS:

Jasper County Council
 Martin L. Sauls, IV, *Chairman*
 Barbara Clark, *Vice Chairwoman*
 Alvin Adkins, *Council Member*
 Coy Garbade, *Council Member*
 John Kemp, *Council Member*
 Wanda Simmons, *Clerk to County Council*

County Administrator
 Andrew P. Fulghum, *County Administrator*

Other County Staff

CAPITAL PROGRAM SUMMARY:

M. B. Kahn is assisting Jasper County, SC in developing, implementing, and, managing their Capital Improvements and Investment Plan. The initial plan was developed in FY 2023 with eleven projects plus one additional project (Apron Expansion) which was added later in the process. Three of these projects have moved into preconstruction and/or construction. For FY 2024, an additional five projects have been added to date, and are currently being evaluated and budgeted. Additional details for each project are provided below.

CAPITAL PROJECTS UPDATE:

Ridgeland-Claude Dean Airport Apron Expansion

- Planning / Budgeting is complete (Added to FY 2023)
- Design is complete
- Preconstruction is complete
- Construction began on February 20, 2023 and is now complete.

PROGRAM STATUS REPORT – FEBRUARY 2024

Jasper County Capital Plan
Jasper County, SC

Farmer's Produce Market Renovations

Planning / Budgeting is complete (FY 2023)
Design is complete
Preconstruction is complete
Construction – GMP executed on April 05, 2023; last event in the facility was June 17th.
Construction activities were completed in January and project closeout is underway

Pratt Memorial Library Renovations

Planning / Budgeting is complete (FY 2023)
Design is on-going – schematic design phase is complete; design development stage is complete. Preconstruction is on-going – Development of construction documents is underway.
Construction is expected to begin Summer 2024
Construction has not begun

Ridgeland-Claude Dean Airport Terminal*

Planning / Budgeting is paused (FY 2023)
Design is paused
Preconstruction has not begun
Construction has not begun
*Awaiting FAA Response regarding contract solicitation requirements

Coosawhatchie Fire-Rescue Station

The work authorization to proceed with design and GMP development was approved in the October board meeting. Programming and site selection for the fire station has begun.

Jasper County Courthouse Renovations

Planning / Budgeting Phase is on-going (FY 2024)

Capital Planning – additional projects awaiting work authorizations

FY 2023

- Detention Center
- Sheriff's Office
- Clementa C. Pinckney Government Building
- Ridgeland Graded School Building
- Department of Social Services
- Emergency Services Building
- Office for Board of Election Supervisors

FY 2024

- Criminal Investigation Division
- Levy Fire Station
- Animal Rescue Mission
- Magistrate's Office
- Masterplanning Services

UPCOMING APPROVALS:

- Architect Contract for courthouse renovation design and Coosawhatchie design
- Work Authorizations for courthouse

PROJECT PHOTOS:

Progress photos will be provided for each project as construction gets underway.

Ridgeland-Claude Dean Airport Apron Expansion:



Jasper County Farmer's Produce Market:



ID	Task Name	Duration	Start	Finish
0	Jasper County Capital Plan	681 days	Mon 11/21/22	Mon 6/30/25
1	Farmer's Produce Market	320 days	Mon 11/21/22	Fri 2/9/24
2	Design Phase	37 days	Mon 11/21/22	Tue 1/10/23
5	GMP Phase	65 days	Wed 1/11/23	Tue 4/11/23
10	Construction	224 days	Tue 3/14/23	Fri 1/19/24
31	Closeout	15 days	Mon 1/22/24	Fri 2/9/24
33	Airport Apron Expansion	258 days	Mon 12/5/22	Wed 11/29/23
34	GMP Phase	42 days	Mon 12/5/22	Tue 1/31/23
37	Construction	88 days	Wed 2/1/23	Fri 6/2/23
48	Closeout	120 days	Thu 6/15/23	Wed 11/29/23
51	Pratt Memorial Library	638 days	Thu 1/19/23	Mon 6/30/25
52	Contract Negotiations	34 days	Thu 1/19/23	Tue 3/7/23
57	Design Phase	290 days	Wed 3/8/23	Tue 4/16/24
68	GMP Phase	44 days	Wed 4/17/24	Mon 6/17/24
74	Construction	240 days	Tue 6/18/24	Mon 5/19/25
83	Project Closeout	30 days	Tue 5/20/25	Mon 6/30/25





OFFICE OF THE JASPER COUNTY ADMINISTRATOR

*Jasper County Clementa C. Pinckney Government Building
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

Tisha L. Williams
Executive Assistant

twilliams@jaspercountysc.gov

Progress Report March 5, 2024 – March 18, 2024

1. Animal Shelter:
Responded to FOIA request for information from the press. Discussed legislative assistance request with Sen. Margie Bright Matthews.
2. Ridgeland-Claude Dean Airport:
Attended kickoff meeting of runway length justification study on March 13.
Attended Jasper County Airport Commission meeting on March 13.
Scheduled to review leases on March 14.
3. Hampton County/Jasper County Boundary Reestablishment Project:
Attended public meeting hosted by the SC Revenue and Fiscal Affairs Office in Garnett on March 6. Details provided in Administrator's Report.
4. Exit 3:
Attended "Exit 3 Lead Group" meeting on March 6.
5. Proposed Transportation Sales Tax with Greenbelt Element:
Emails with The Trust for Public Land (TPL) staff and outside legal counsel re: organizing County Council workshop in April.
6. Various Development Projects:
Attended meeting with County staff, SCA staff, and outside counsel on March 13 to discuss active economic development projects. Organized and attended meeting on March 12 with SCA representative and a prospect seeking to expand an existing business.

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

State of the County Breakfast on March 5, Black Balloon Event organized by the New Life Center on March 6, called meeting of the County Council on March 12, and Jasper County Airport Commission meeting on March 13.

Andrew Fulghum

From: BJHT <jtuckwiller-bjht.org@shared1.ccsend.com>
Sent: Wednesday, March 6, 2024 2:13 PM
To: Andrew Fulghum
Subject: March 2024 Newsletter

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



March 2024 Newsletter

The Beaufort Jasper Housing Trust is dedicated to transforming communities in Beaufort and Jasper counties and improving lives through the expansion and preservation of affordable and workforce housing. As we navigate the ever-evolving landscape of housing needs, our mission remains steadfast: to create more opportunities for individuals and families to access safe, quality housing that they can truly call home.

In this issue, we are excited to share our current RFP's that will continue our ongoing efforts in building more affordable rentals, addressing critical home repairs, and facilitating homebuyer assistance programs. The pursuit of these initiatives is at the core of our commitment to fostering vibrant, inclusive neighborhoods and promoting sustainable community development. Through our various programs, we strive to make a positive impact on the lives of individuals and families, promoting stability and empowerment.



NEW BOARD MEMBERS

Ashley Feaster, Palmetto Electric Cooperative]

Carmen Washington, Align Right Realty

Christian Kata, South Atlantic Bank

Ethan James, Charter One Realty

James Williams, Beaufort Jasper EOC

Jan Malinowski, Palmetto State Bank

PROGRAM UPDATES

DEADLINE APPROACHING FOR OUR RENTAL HOME DEVELOPMENT RFP

This RFP makes available \$1,134,102 to assist with the creation of approximately 130 new rental homes. This is the first of three anticipated rounds of funding for the development of affordable and workforce housing. By advocating for increased affordable housing options, we aim to bridge the gap between housing demand and supply, ensuring that everyone has a chance to enjoy the security and comfort of a suitable home. Through our various programs, we strive to make a positive impact on the lives of individuals and families, promoting stability and empowerment.

**Applications must be submitted
by 5:00 p.m. on March 7, 2024.**

RENTAL HOME DEVELOPMENT RFP

Do You Know a Nonprofit or Other Organization that Runs a Successful Home Repair Program?

Our Home Repair RFP is aimed to support organizations that are actively involved in addressing critical home repair needs within Beaufort and Jasper counties. As part of our commitment to fostering a safe and stable living environment, we invite qualified organizations to submit proposals for consideration.

We recognize the vital role that home repairs play in ensuring the well-being of our community members and understand the impact they can have on overall health, safety, and the preservation of neighborhoods. Our organization is eager to collaborate with experienced entities that have a proven track record in executing successful home repair programs. Through this RFP, we aim to forge partnerships that will contribute to the revitalization of homes and promote sustainable housing solutions. Applications must be submitted by 5:00 p.m. on March 28, 2024.

HOME REPAIR RFP

Seeking Organizations to Provide Assistance to Homebuyers

BJHT is requesting proposals from those companies or organizations experienced in providing financing to homebuyers. This funding is intended to expand existing programs and efforts that help first time homebuyers. Funding under this program is *available to organizations on a competitive basis.*

BJHT is making available \$250,000 to assist approximately 30 households secure their first home. Funds can be used to assist with closing costs, downpayments, soft second mortgages, or to reduce the price of home. Applications must be submitted by 5:00 p.m. on March 28, 2024.

HOMEBUYER RFP

First Project Funded! Carrington Manor

Beaufort Jasper Housing Trust is pleased to announce the funding of our first project! Carrington Manor is a 64 unit development for Seniors located in the City of Beaufort.

We are excited to partner with Commonwealth Development, Community Works and SC Housing on this project!

Did You Know?

There have been several recent new affordable rental developments with construction starts or completions in Beaufort County. This housing will be targeted to households earning roughly between \$20,000 and \$70,000 with estimated rental rates between \$500 and \$1,500 per month.

These developments will provide 620 affordable rental homes to area households.

**The developments are:
May River Village in Bluffton (24 homes)
Garden Oaks in Beaufort (288 homes)
Broad River Village in Port Royal (160 homes)
Pintail Pointe in Beaufort (84 homes)
Carrington Manor in Beaufort (64 homes)**

These affordable workforce and senior rental homes were made possible with funding from South Carolina Housing.

SC Housing Officials Meet with BJHT Board

On February 26th, the Beaufort Jasper Housing Trust Board was joined by Richard Hutto, Interim Executive Director of SC Housing, Marni Holloway, Deputy Director of Programs, and Steve Clements, Director of Single Family Housing. These SC Housing officials described their programs and resources and BJHT officials explained the critical housing needs in the Low Country. It was agreed that SC Housing and BJHT would continue to strategize to enhance SC Housing's programs in Beaufort and Jasper Counties.



Thank you for subscribing to our newsletter! Each month we will highlight success stories, showcase upcoming projects, and explore the

diverse ways in which the Beaufort Jasper Housing Trust is making a meaningful difference. Together, we can build stronger, more resilient communities where housing is not just a necessity but a cornerstone for a brighter future. Thank you for your continued support as we work towards a more equitable and accessible housing landscape for all.

(843) 279-2446

info@bjht.org
- COMING SOON!

Beaufort Jasper Housing Trust | 1211 Newcastle Street, Beaufort, SC 29902

[Unsubscribe afulghum@jaspercountysc.gov](mailto:afulghum@jaspercountysc.gov)

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NEW LIFE CENTER

Black Balloon Overdose Awareness Day Event

March 6, 2024

12:00 pm—2:00 pm

Welcome..... New Life Center
Opening Prayer.....Pastor Wilbur Daley
Jasper County Emergency Services Director..... Russell Wells
Jasper County Sheriff's Office..... Investigator JoJo Woodward
Jasper County Coroner..... Willie Aiken
Mother of Jessie Cleland.....Ms. Beverly Cleland
New Life Center:Ms. Gina Parker
Administrative Assistant/Recovery
New Life Center:Mrs. Rebecca Dean
Clinical Supervisor
Closing.....New Life Center
Nicole Smith
Prevention Director

Light Refreshments & Networking

FREE Narcan Available

FREE Fentanyl Test Strips & Xylazine Test Strips Available

Shamika Williams

Shamika's Favorites:

Holiday: My Birthday

Season: Summer

Color: **Pink**

Hobbies: Watching basketball and coaching a girls AAU Basketball team.

Favorite Place Traveled:
Miami, Florida

Dream Travel Destination:
Santo Domingo

If you won \$1,000,000 what would you do with it?
I would pay for my children and nephews education and live off of the rest.

Favorite Scripture: I can do all things through Christ who strengthens me.
Philippians 4:13



Shamika has been with Jasper County as an Administrative Clerk for the Auditor's Office since 2022. She is married with one son, one daughter, and one nephew who she loves like her own.

Jasper County Airport Commission

Commission Agenda

Jasper County Clementa C. Pinckney Government Bldg.

358 3rd Avenue, Ridgeland, SC 29936

Wednesday, March 13, 2024 at 6PM

AGENDA

6:00PM

1. Call to order and roll call

Clerk's report of compliance with the freedom of information act.

In compliance with the freedom of information act, notice of meeting and agenda were posted and furnished to all news media and persons requesting notification.

2. Update on Terminal South Redevelopment (RFP)

3. Fuel and AWOS Systems Update

4. FOIA Request and Standardized Monthly Reports

5. Business License Process for Airport Based Businesses

6. Approved Hangar Lease Templates and Terms

7. Hangar Lease Payments Complaint to FAA

8. Security Gates Access

9. Public Comments (limited to 3 minutes each)

10. Commission Members Questions Comments

11. Adjournment

CONSENT AGENDA

ITEM

Numbers 13 - 18

STATE OF SOUTH CAROLINA
COUNTY COUNCIL FOR JASPER COUNTY
ORDINANCE NO. O-2024-04

AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF *AD VALOREM* TAXES AND INCENTIVE AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND MASTER STEEL, LLC TO PROVIDE FOR PAYMENT OF A FEE-IN-LIEU OF TAXES; APPROVING THE CREATION OF A MULTICOUNTY PARK WITH HAMPTON COUNTY, SOUTH CAROLINA; AUTHORIZING THE EXECUTION AND DELIVERY OF A MULTICOUNTY PARK AGREEMENT BY AND BETWEEN JASPER COUNTY, SOUTH CAROLINA AND HAMPTON COUNTY, SOUTH CAROLINA; AUTHORIZING CERTAIN INFRASTRUCTURE CREDITS; AND OTHER RELATED MATTERS.

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

WHEREAS, pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended (collectively, “MCIP Act”), the County is authorized to jointly develop multicounty parks with counties having contiguous borders with the County and, in the County’s discretion, include property within the boundaries of such multicounty parks. Under the authority provided in the MCIP Act, the County wishes to create a multicounty park with Hampton County, South Carolina more particularly known as the Master Steel, LLC Park (“Park”) by entering into an Agreement for Development of a Joint County Industrial and Business Park (Master Steel, LLC) the form of which is attached here as Exhibit B (“Park Agreement”);

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

WHEREAS, Master Steel, LLC (“Sponsor”), desires to expand a steel products manufacturing facility in the County (“Project”) consisting of taxable investment in real and personal property of not less than \$11 million and the creation of 14, new full-time jobs; and

WHEREAS, at the request of the Sponsor and as an inducement to locate the Project in the County, the County desires to enter into a Fee-in-Lieu of *Ad Valorem* Taxes and Incentive Agreement with the Sponsor, as Sponsor, the form of which is attached as Exhibit A (“Fee Agreement”), pursuant to which the County will provide certain incentives to the Sponsor with respect to the Project, including (i) providing for FILOT Payments, to be calculated as set forth in the Fee Agreement, with respect to the portion of the Project which constitutes economic development property; and (2) locating the Project in the Park; and (3)

providing Infrastructure Credits and other incentives, as described in the Fee Agreement, to assist in paying the costs of certain Infrastructure.

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

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

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

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

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

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

Section 3. *Inclusion within the Park.* The creation of the Park and the inclusion of the Project in the Park is authorized and approved. The Chair, the County Administrator and the Clerk to County Council are each authorized to execute such documents and take such further actions as may be necessary to complete the expansion of the Park boundaries. The Park Agreement is approved and will be complete on adoption of this Ordinance by County Council and the adoption of an approving companion ordinance by the Hampton County, South Carolina.

Section 4. *Further Assurances.* The County Council confirms the authority of the Chair, the County Administrator, the Director of Economic Development, the Clerk to County Council, and various other County officials and staff, acting at the direction of the Chair, the County Administrator, the Director of Economic Development or Clerk to County Council, as appropriate, to take whatever further action and to negotiate, execute and deliver whatever further documents as may be appropriate to effect the intent of this Ordinance and the incentives offered to the Sponsor under this Ordinance and the Fee Agreement.

Section 5. *Savings Clause.* The provisions of this Ordinance are separable. If any part of this Ordinance is, for any reason, unenforceable then the validity of the remainder of this Ordinance is unaffected.

Section 6. *General Repealer.* Any prior ordinance, resolution, or order, the terms of which are in conflict with this Ordinance, is, only to the extent of that conflict, repealed.

Section 7. *Effectiveness.* This Ordinance is effective after its third reading and public hearing.

JASPER COUNTY, SOUTH CAROLINA

(SEAL)
ATTEST:

Barbara B. Clark
Vice Chairperson, Jasper County Council

Wanda H. Giles
Clerk of Council, Jasper County Council

First Reading: February 5, 2024
Second Reading: March 4, 2024
Public Hearing: March 4, 2024
Third Reading: March 18, 2024

EXHIBIT A
FORM OF FEE AGREEMENT

EXHIBIT B
FORM OF PARK AGREEMENT

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

BY AND AMONG

MASTER STEEL, LLC,

STEADFAST INDUSTRIES, LLC,

AND

JASPER COUNTY, SOUTH CAROLINA

EFFECTIVE AS OF MARCH 18, 2024

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- Exhibit A – Description of Property
- Exhibit B – Form of Joinder Agreement
- Exhibit C – Description of Infrastructure Credit
- Exhibit D – Description of Claw Back

**SUMMARY OF CONTENTS OF
FEE AGREEMENT**

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

PROVISION	BRIEF DESCRIPTION	SECTION REFERENCE
Sponsor Name	Master Steel, LLC and Steadfast Industries, LLC	Section 1.1
Project Location	9769 Speedway Blvd., Hardeeville SC 29927	Exhibit A
Tax Map Numbers	039-00-01-001; 039-00-01-049; 039-00-01-050	Exhibit A
FILOT		
<ul style="list-style-type: none"> • Phase Exemption Period 	Period beginning with the property tax year the Phase is placed in service and ending on the Phase Termination Date	Section 1.1.
<ul style="list-style-type: none"> • Contract Minimum Investment Requirement 	\$11,000,000	Section 1.1
<ul style="list-style-type: none"> • Contract Minimum Jobs Requirement 	14	Section 1.1.
<ul style="list-style-type: none"> • Investment Period 	5 years	Section 1.1
<ul style="list-style-type: none"> • Assessment Ratio 	6%	Section 4.1(a)(ii)
<ul style="list-style-type: none"> • Millage Rate 	343.00	Section 4.1(a)(iii)
<ul style="list-style-type: none"> • Fixed or Five-Year Adjustable Millage 	Fixed	Section 4.1(a)(iii)
<ul style="list-style-type: none"> • Claw Back Information 	N/A	
Multicounty Park	Agreement for Development of a Joint County Industrial and Business Park (Master Steel, LLC), dated as of _____, 2024	Section 1.1
Infrastructure Credit		
<ul style="list-style-type: none"> • Brief Description 	15% for 10 Years	Exhibit C
<ul style="list-style-type: none"> • Credit Term 	10 years	Exhibit C
<ul style="list-style-type: none"> • Claw Back Information 	Percentage claw back of SSRC based on actual investment and job creation, compared with the contract minimum investment and jobs, within the 5-year investment period	Exhibit D

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“*Fee Agreement*”) is entered into, effective, as of March 18, 2024, by and among Jasper County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Jasper County Council (“*County Council*”) as the governing body of the County; Master Steel, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“*Master Steel*”); and Steadfast Industries, LLC, a limited liability company organized and existing under the laws of the State of South Carolina (“*Steadfast Industries*” and together with Master Steel, “*Sponsor*” and previously identified as Project Install).

WITNESSETH:

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

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

(c) The Sponsor has committed to expand a manufacturing facility (“*Facility*”) in the County, consisting of taxable investment in real and personal property of not less than \$11 million and the creation of 14 new, full-time jobs;

(d) By an ordinance enacted on March 18, 2024, County Council authorized the County to enter into this Fee Agreement with the Sponsor to provide for a FILOT and the other incentives as more particularly described in this Fee Agreement to induce the Sponsor to expand its Facility in the County.

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

ARTICLE I DEFINITIONS

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

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

“*Act Minimum Investment Requirement*” means an investment of at least \$2,500,000 in the Project within five years of the Commencement Date.

“*Administration Expenses*” means the reasonable expenses incurred by the County in the negotiation, approval and implementation of the terms and provisions of this Fee Agreement, including

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

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

"Commencement Date" means the last day of the property tax year during which Economic Development Property is placed in service. The Commencement Date shall not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor enter into this Fee Agreement. For purposes of this Fee Agreement, the Commencement Date is expected to be December 31, 2024.

"Contract Minimum Investment Requirement" means a taxable investment in real and personal property at the Project of not less than \$11 million.

"Contract Minimum Jobs Requirement" means not less than 14 full-time, jobs created by the Sponsor in the County in connection with the Project.

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

"County Council" means the Jasper County Council, the governing body of the County.

"Credit Term" means the years during the Fee Term in which the Infrastructure Credit is applicable, as described in Exhibit C.

"Department" means the South Carolina Department of Revenue.

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

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

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

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

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

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

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

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

“**Final Termination Date**” means the date on which the last FILOT Payment with respect to the Final Phase is made, or such earlier date as the Fee Agreement is terminated in accordance with the terms of this Fee Agreement. Assuming the Phase Termination Date for the Final Phase is December 31, 2038, the Final Termination Date is expected to be January 15, 2040, which is the due date of the last FILOT Payment with respect to the Final Phase.

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

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

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

“**Investment Period**” means the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five years after the Commencement Date, as may be extended pursuant to Section 12-44-30(13) of the Act. For purposes of this Fee Agreement, the Investment Period, unless so extended, is expected to end on December 31, 2029.

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

“**Multicounty Park**” means the multicounty industrial or business park governed by the Agreement for Development of a Joint County Industrial and Business Park (Master Steel, LLC), dated as of _____, 2024 between the County and Hampton County, South Carolina.

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

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

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

“**Phase Termination Date**” means, with respect to each Phase, the last day of the property tax year which is the 9th year following the first property tax year in which the Phase is placed in service.

“**Project**” means all the Equipment, Improvements, and Real Property in the County that the Sponsor determines to be necessary, suitable, or useful by the Sponsor in connection with its investment in the County.

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

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

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

“**Sponsor**” means Master Steel, LLC; Steadfast Industries, LLC; and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Sponsor under this Fee Agreement.

“**Sponsor Affiliate**” means any entity that participates in the investment or job creation at the Project and, following receipt of the County’s approval pursuant to Section 9.1 of this Fee Agreement, joins this Fee Agreement by delivering a Joinder Agreement, the form of which is attached as Exhibit B to this Fee Agreement.

“**State**” means the State of South Carolina.

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

The term “investment” or “invest” as used in this Fee Agreement includes not only investments made by the Sponsor, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Sponsor in connection with the Project through federal, state, or local grants, to the extent such investments are or, but for the terms of this Fee Agreement, would be subject to *ad valorem* taxes to be paid by the Sponsor.

ARTICLE II REPRESENTATIONS AND WARRANTIES

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

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The Act authorizes and empowers the County to enter into the transactions that this Fee Agreement contemplates and to carry out its obligations under this Fee Agreement. The County has duly authorized the execution and delivery of this Fee Agreement and all other

documents, certificates or other agreements contemplated in this Fee Agreement and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations under this Fee Agreement.

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

(c) The County identified the Project, as a "project" on February 5, 2024 by adopting an Inducement Resolution, as defined in the Act.

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

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

Section 2.2. Representations and Warranties of the Sponsor. The Sponsor represents and warrants as follows:

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

(b) The Sponsor intends to operate the Project as a steel products manufacturing facility and for such other purposes that the Act permits as the Sponsor may deem appropriate.

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

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

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

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

**ARTICLE III
THE PROJECT**

Section 3.1. *The Project.* The Sponsor intends and expects to (i) construct or acquire the Project and (ii) meet the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement within the Investment Period. The Sponsor anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 2024. Notwithstanding anything contained in this Fee Agreement to the contrary, the Sponsor is not obligated to complete the acquisition of the Project. However, if the Contract Minimum Investment Requirement is not met, the benefits provided to the Sponsor, or Sponsor Affiliate, if any, pursuant to this Fee Agreement may be reduced, modified or terminated as provided in this Fee Agreement.

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

Section 3.3. *Filings and Reports.*

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

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

**ARTICLE IV
FILOT PAYMENTS**

Section 4.1. *FILOT Payments.*

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

- (i) The fair market value of the Phase calculated as set forth in the Act (for the Real Property portion of the Phase, the County and the Sponsor have elected to use the fair market value established in the first year of the Phase Exemption Period) multiplied by
- (ii) An assessment ratio of six percent (6%), multiplied by
- (iii) A fixed millage rate equal to 343.00, which is the cumulative millage rate levied by or on behalf of all the taxing entities within which the Project is located as of June 30, 2023.

The calculation of the FILOT Payment must allow all applicable property tax exemptions except those excluded pursuant to Section 12-44-50(A)(2) of the Act. The Sponsor acknowledges that (i) the

calculation of the annual FILOT Payment is a function of the Department and is wholly dependent on the Sponsor timely submitting the correct annual property tax returns to the Department, (ii) the County has no responsibility for the submission of returns or the calculation of the annual FILOT Payment, and (iii) failure by the Sponsor to submit the correct annual property tax return could lead to a loss of all or a portion of the FILOT and other incentives provided by this Fee Agreement.

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

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

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

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

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

Section 4.4. Damage or Destruction of Economic Development Property.

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

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

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

Section 4.5. Condemnation.

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

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

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

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

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

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

**ARTICLE V
ADDITIONAL INCENTIVES**

Section 5.1. Infrastructure Credits. To assist in paying for costs of Infrastructure, the Sponsor is entitled to claim an Infrastructure Credit to reduce certain FILOT Payments due and owing from the Sponsor to the County under this Fee Agreement. The term, amount and calculation of the Infrastructure Credit is described in Exhibit C. In no event may the Sponsor's aggregate Infrastructure Credit claimed pursuant to this Section exceed the aggregate expenditures by the Sponsor on Infrastructure.

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

**ARTICLE VI
CLAW BACK**

Section 6.1. Claw Back. If the Sponsor fails to perform its obligations under this Fee Agreement as described in Exhibit D, then the Sponsor is subject to the claw backs as described in Exhibit D. Any amount that may be due from the Sponsor to the County as calculated in accordance with or described in Exhibit D is due within 30 days of receipt of a written statement from the County. If not timely paid, the amount due from the Sponsor to the County is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation arising under this Section and Exhibit D survives termination of this Fee Agreement.

**ARTICLE VII
DEFAULT**

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

- (a) Failure to make FILOT Payments, which failure has not been cured within 30 days following receipt of written notice from the County specifying the delinquency in FILOT Payments and requesting that it be remedied;
- (b) Failure to timely pay any amount, except FILOT Payments, due under this Fee Agreement;
- (c) A Cessation of Operations. For purposes of this Fee Agreement, a "**Cessation of Operations**" means a publicly announced closure of the Facility, a layoff of a majority of the employees working at the Facility, or a substantial reduction in production that continues for a period of twelve (12) months;
- (d) A representation or warranty made by the Sponsor which is deemed materially incorrect when deemed made;
- (e) Failure by the Sponsor to perform any of the terms, conditions, obligations, or covenants under this Fee Agreement (other than those under (a), above), which failure has not been cured within 30 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action;

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

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

Section 7.2. Remedies on Default.

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

(i) terminate this Fee Agreement; or

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

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

(i) bring an action for specific enforcement;

(ii) terminate this Fee Agreement; or

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

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

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

**ARTICLE VIII
PARTICULAR RIGHTS AND COVENANTS**

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

Section 8.2. Confidentiality. The County acknowledges that the Sponsor may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (“*Confidential*

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

Section 8.3. Indemnification Covenants.

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

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

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

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Sponsor 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 Fee Agreement, performance of the County’s obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Sponsor 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 Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

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

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

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

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

Section 8.8. Administration Expenses. The Sponsor will reimburse, or cause reimbursement to, the County for Administration Expenses in the amount of \$5,000. The Sponsor will reimburse the County for its Administration Expenses on receipt of a written request from the County or at the County's direction, which request shall include a statement of the amount and nature of the Administration Expense. The Sponsor shall pay the Administration Expense as set forth in the written request no later than 60 days following receipt of the written request from the County. The County does not impose a charge in the nature of impact fees or recurring fees in connection with the incentives authorized by this Fee Agreement. The payment by the Sponsor of the County's Administration Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County's choice.

ARTICLE IX SPONSOR AFFILIATES

Section 9.1. Sponsor Affiliates. The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the Economic Development Director identifying the Sponsor Affiliate and requesting the County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by the County Administrator delivering written notice to the Sponsor and Sponsor Affiliate following receipt by the

County Administrator of a recommendation from the Economic Development Committee of County Council to allow the Sponsor Affiliate to join in the investment at the Project. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

Section 9.2. Primary Responsibility. Notwithstanding the addition of a Sponsor Affiliate, the Sponsor acknowledges that it has the primary responsibility for the duties and obligations of the Sponsor and any Sponsor Affiliate under this Fee Agreement, including the payment of FILOT Payments or any other amount due to or for the benefit of the County under this Fee Agreement. For purposes of this Fee Agreement, "primary responsibility" means that if the Sponsor Affiliate fails to make any FILOT Payment or remit any other amount due under this Fee Agreement, the Sponsor shall make such FILOT Payments or remit such other amounts on behalf of the Sponsor Affiliate.

ARTICLE X MISCELLANEOUS

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

IF TO THE SPONSOR:

Master Steel, LLC
Attn: Priscilla Stephens
9769 Speedway Blvd.
Hardeeville, SC 29927

Steadfast Industries, LLC
Attn: Priscilla Stephens
9769 Speedway Blvd.
Hardeeville, SC 29927

WITH A COPY TO (does not constitute notice):

Burr & Forman LLP
Attn: John F. Wall IV
1221 Main Street, Suite 1800
Columbia, South Carolina 29201

IF TO THE COUNTY:

Jasper County, South Carolina
Attn: Jasper County Administrator
P.O. Box 1149
358 Third Avenue
Ridgeland, South Carolina 29936

WITH A COPY TO (does not constitute notice):

Parker Poe Adams & Bernstein LLP

Attn: Ray E. Jones
1221 Main Street, Suite 1100 (29201)
Post Office Box 1509
Columbia, South Carolina 29202-1509

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

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

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

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

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

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

Section 10.8. Interpretation; Invalidity; Change in Laws.

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

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

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

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

Section 10.10. Termination; Termination by Sponsor.

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

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

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

(d) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

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

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

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

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

[Signature pages follow]

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

JASPER COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
County Council Chair
Jasper County, South Carolina

ATTEST:

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

MASTER STEEL, LLC

By: _____
Its: _____

STEADFAST INDUSTRIES, LLC

By: _____
Its: _____

EXHIBIT A
PROPERTY DESCRIPTION

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF JASPER, STATE OF SOUTH CAROLINA, CONTAINING 2.84 ACRES AND BEING SHOWN AND DESIGNATED AS PARCEL A ON THAT CERTAIN PLAT PREPARED FOR ANGELA S. SOTIROPOULOS AND RICK SOTIROPOULOS, PREPARED BY THOMAS G. STANLEY, JR., DATED JUNE 2, 2003 AND RECORDED IN THE JASPER COUNTY RECORDS IN PLAT BOOK 26 AT PAGE 397. THE METES, BOUNDS, DISTANCES AND ALL OTHER MATTERS AS SHOWN ON THE AFOREMENTIONED PLAT ARE INCORPORATED INTO THIS DESCRIPTION BY REFERENCE.

DERIVATION: THIS BEING THE SAME PROPERTY CONVEYED TO STEADFAST INDUSTRIES, LLC BY THAT CERTAIN TITLE TO REAL ESTATE FROM CHRISTIAN BROTHERS II, LLC DATED MAY 26, 2015 AND RECORDED JUNE 8, 2015 IN VOLUME 0897 AT PAGE 0026, IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA.

TMS No.: 039-00-01-001

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE JASPER COUNTY, STATE OF SOUTH CAROLINA, SOUTH OF THE TOWN OF HARDEEVILLE, AND BEING DESIGNATED AS "PARCEL B", WHICH CONTAINS 1.96 ACRES, MORE OR LESS, AND WHICH IS MORE PARTICULARLY SHOWN AND DESCRIBED ON A PLAT ENTITLED "A TOPOGRAPHIC SURVEY OF TAX MAP #039-00-01-001, SOUTH OF HARDEEVILLE, JASPER COUNTY, SOUTH CAROLINA", DATED MARCH 25, 2001, LAST REVISED MARCH 31, 2003, PREPARED BY THOMAS G. STANLEY, JR., PLS #18269, AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR JASPER COUNTY, SOUTH CAROLINA IN PLAT BOOK 26 AT PAGE 316.

DERIVATION: THIS BEING THE SAME PROPERTY CONVEYED TO STEADFAST INDUSTRIES, LLC BY THAT CERTAIN TITLE TO REAL ESTATE FROM DONALD L. STEPHENS AND PRISCILLA A. STEPHENS DATED JULY 21, 2003 AND RECORDED JULY 25, 2003 IN VOLUME 279 AT PAGE 103, IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA.

TMS No.: 039-00-01-049

ALL THAT CERTAIN PIECE, PARCEL OR LOT OF LAND SITUATE, LYING AND BEING IN THE COUNTY OF JASPER, STATE OF SOUTH CAROLINA, CONTAINING 1.0 ACRES, MORE OR LESS, AND BEING SHOWN AND DESIGNATED AS PARCEL C ON THAT CERTAIN PLAT PREPARED FOR ANGELA S. SOTIROPOULOS AND RICK SOTIROPOULOS, PREPARED BY THOMAS G. STANLEY, JR., PLS, DATED JUNE 2, 2003 AND RECORDED IN THE IN THE OFFICE OF THE CLERK OF COURT FOR JASPER COUNTY, SOUTH CAROLINA IN PLAT BOOK 26 AT PAGE 397. THE METES, BOUNDS, DISTANCES AND ALL OTHER MATTERS AS SHOWN ON THE AFOREMENTIONED PLAT ARE INCORPORATED INTO THIS DESCRIPTION BY REFERENCE.

DERIVATION: THIS BEING THE SAME PROPERTY CONVEYED TO STEADFAST INDUSTRIES, LLC BY THAT CERTAIN WARRANTY DEED FROM CHRISTIAN BROTHERS II, LLC DATED FEBRUARY 25, 2008 AND RECORDED FEBRUARY 29, 2008 IN VOLUME 0642 AT PAGE 0030, IN THE OFFICE OF THE REGISTER OF DEEDS FOR JASPER COUNTY, SOUTH CAROLINA.

TMS No.: 039-00-01-050

EXHIBIT B (see Section 9.1)
FORM OF JOINDER AGREEMENT

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective _____, 2024 (“Fee Agreement”), by and among Jasper County, South Carolina (“County”); Master Steel, LLC (“Master Steel”); and Steadfast Industries, LLC (“Steadfast Industries” and with Master Steel, “Sponsor”).

1. Joinder to Fee Agreement.

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

2. Capitalized Terms.

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

3. Representations of the Sponsor Affiliate.

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

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

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

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

4. Governing Law.

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

5. Notice.

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

[_____]

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

Date

Name of Entity
By: _____
Its: _____

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

JASPER COUNTY, SOUTH CAROLINA

By: _____
Its: _____

EXHIBIT C (see Section 5.1)
DESCRIPTION OF INFRASTRUCTURE CREDIT

15% OF THE FILOT PAYMENTS FOR EACH OF THE FIRST TEN (10) PROPERTY TAX YEARS

EXHIBIT D (see Section 6.1)
DESCRIPTION OF CLAW BACK

Repayment Amount = Total Received x Claw Back Percentage

Claw Back Percentage = 100% - Overall Achievement Percentage

Overall Achievement Percentage = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Actual Investment Achieved / Contract Minimum Investment Requirement [may not exceed 100%]

Jobs Achievement Percentage = Actual New, Full-Time Jobs Created / Contract Minimum Jobs Requirement [may not exceed 100%]

In calculating the each achievement percentage, only the investment made or new jobs achieved up to the Contract Minimum Investment Requirement and the Contract Minimum Jobs Requirement will be counted.

For example, and by way of example only, if the County granted \$224,536 in Infrastructure Credits, and \$10,000,000 had been invested at the Project and 10 jobs had been created by the end of the Investment Period, the Repayment Amount would be calculated as follows:

Jobs Achievement Percentage = 10/14 = 71.43%

Investment Achievement Percentage = \$10,000,000/\$11,000,000 = 90.91%

Overall Achievement Percentage = (71.43% + 90.91%)/2 = 81.17%

Claw Back Percentage = 100% - 81.17% = 18.83%

Repayment Amount = \$224,536 x 18.83% = \$42,280.13

The Sponsor shall pay any amounts described in or calculated pursuant to this Exhibit D within 30 days of receipt of a written statement from the County. If not timely paid by the Sponsor, the amount due is subject to the minimum amount of interest that the law may permit with respect to delinquent *ad valorem* tax payments. The repayment obligation described in this Exhibit D survives termination of this Fee Agreement.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF JASPER) **AGREEMENT FOR DEVELOPMENT OF**
) **A JOINT COUNTY INDUSTRIAL AND**
) **BUSINESS PARK (MASTER STEEL, LLC)**
 COUNTY OF HAMPTON)
)

THIS AGREEMENT for the development of a joint county industrial and business park to be located within Jasper County and Hampton County is made and entered into as of _____, 2024, by and between Jasper County, South Carolina (“Jasper County”) and Hampton County, South Carolina (“Hampton County”).

RECITALS

WHEREAS, Jasper County and Hampton County are contiguous counties which, pursuant to Ordinance No. O-2024-04 enacted by Jasper County Council on March 18, 2024, and Ordinance No. _____, enacted by Hampton County Council on _____, 2024, have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be developed in Jasper County and Hampton County a joint county industrial and business park (the Jasper County/Hampton County Park (Master Steel, LLC), referred to herein as the “Park”), to be located upon property more particularly described in **Exhibit A** hereto; and

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

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

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

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

amended (the “Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park.

(A) As of the original execution and delivery of this Agreement, the Park initially consists of property that is located in Jasper County and which is now or is anticipated to be owned and/or operated by Master Steel, LLC and/or Steadfast Industries, LLC (collectively, the “Company”), as more particularly described in Exhibit A (Jasper Property) hereto. It is specifically recognized that the Park may from time to time consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by unilateral ordinance of the county council of the County in which the property to be added to the Park is located. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

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

(C) Prior to the adoption by the respective county council of an ordinance authorizing the diminution of the boundaries of the Park, a public hearing shall first be held by such county council. Notice of such public hearing shall be published in a newspaper of general circulation in the respective county at least once and not less than fifteen (15) days prior to such hearing. Notice of such public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

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

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

If the property is located in the Jasper County portion of the Park:

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

If the property is located in the Hampton County portion of the Park:

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

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

6. **Allocation of Revenues.** Revenues generated by the Park through the payment of fees in lieu of *ad valorem* taxes shall be distributed in accordance with the attached **Exhibit B**.

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

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

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

10. **Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Jasper County is vested with the Sheriff’s Office of Jasper County, for matters within their jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Hampton County is vested with the Sheriff’s Office of Hampton County, for matters within their jurisdiction. If any of the Park properties located in either Jasper County or Hampton

County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction.

11. **Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

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

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

14. **Counterpart Execution.** 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.

15. **Term; Termination.** This Agreement shall extend until December 31, 2044, or such other date as shall be specified in any amendment hereto. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Jasper County or Hampton County has outstanding contractual covenants, commitments or agreements to any owner or lessee of Park property, including, but not limited to the Company, to provide, or to facilitate the provision of incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless Jasper County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[End of Agreement – Execution Page to Follow]

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

JASPER COUNTY, SOUTH CAROLINA

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

[SEAL]

Attest:

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

Signature page 1 to Agreement for Development of a Joint County Industrial and Business Park (Master Steel, LLC)(Jasper County/Hampton County Park)

HAMPTON COUNTY, SOUTH CAROLINA

By: _____
Noah O. Alexander, Chairman of County Council
Hampton County, South Carolina

(SEAL)

Attest:

By: _____
Felicia Knopf, Clerk to County Council
Hampton County, South Carolina

*Signature page 2 to Agreement for Development of a Joint County Industrial and Business Park (Master Steel, LLC)
(Jasper County/Hampton County Park)*

Exhibit A

All that certain piece, parcel or tract of land situate, lying and being in the County of Jasper, State of South Carolina, containing 2.84 acres and being shown and designated as Parcel A on that certain plat prepared for Angela S. Sotiropoulos and Rick Sotiropoulos, prepared by Thomas G. Stanley, Jr., dated June 2, 2003 and recorded in the Jasper County Records in Plat Book 26 at Page 397. The metes, bounds, distances and all other matters as shown on the aforementioned plat are incorporated into this description by reference.

Derivation: This being the same property conveyed to Steadfast Industries, LLC by that certain Title to Real Estate from Christian Brothers II, LLC dated May 26, 2015 and recorded June 8, 2015 in Volume 0897 at Page 0026, in the Office of the Register of Deeds for Jasper County, South Carolina.

TMS No.: 039-00-01-001

All that certain piece, parcel or tract of land situate, lying and being in the Jasper County, State of South Carolina, South of the Town of Hardeeville, and being designated as "Parcel B", which contains 1.96 acres, more or less, and which is more particularly shown and described on a plat entitled "A Topographic Survey of Tax Map #039-00-01-001, South of Hardeeville, Jasper County, South Carolina", dated March 25, 2001, last revised March 31, 2003, prepared by Thomas G. Stanley, Jr., PLS #18269, and recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Plat Book 26 at Page 316.

Derivation: This being the same property conveyed to Steadfast Industries, LLC by that certain Title to Real Estate from Donald L. Stephens and Priscilla A. Stephens dated July 21, 2003 and recorded July 25, 2003 in Volume 279 at Page 103, in the Office of the Register of Deeds for Jasper County, South Carolina.

TMS No.: 039-00-01-049

All that certain piece, parcel or lot of land situate, lying and being in the County of Jasper, State of South Carolina, containing 1.0 acres, more or less, and being shown and designated as Parcel C on that certain plat prepared for Angela S. Sotiropoulos and Rick Sotiropoulos, prepared by Thomas G. Stanley, Jr., PLS, dated June 2, 2003 and recorded in the in the Office of the Clerk of Court for Jasper County, South Carolina in Plat Book 26 at page 397. The metes, bounds, distances and all other matters as shown on the aforementioned plat are incorporated into this description by reference.

Derivation: This being the same property conveyed to Steadfast Industries, LLC by that certain Warranty Deed from Christian Brothers II, LLC dated February 25, 2008 and recorded February 29, 2008 in Volume 0642 at Page 0030, in the Office of the Register of Deeds for Jasper County, South Carolina.

TMS No.: 039-00-01-050

Exhibit B Revenue Distribution

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

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

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

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

For Example:

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

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

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

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

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

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

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE #O-2024-05

**AN ORDINANCE OF
JASPER COUNTY COUNCIL**

Extending a Temporary Moratorium on Applications, Administrative Processing and Permitting for Approval of Large Residential Subdivisions, Major Subdivisions, Commercial Development Projects and Signage Within the Euhaw Broad River Planning Area, Providing for Exceptions From the Temporary Moratorium; and Matters Related Thereto.

WHEREAS, County Council previously determined in Ordinance O-2023-11 (the “2023 Moratorium Ordinance”) that development and proposed development in the unincorporated area of Jasper County, and especially in the area in Northern Jasper County in the area including the Highway 170 corridor to the municipal boundaries of Hardeeville on Highway 170, and Northward along Highway 462 to Coosawhatchie raised concerns over the impact new subdivisions, commercial and residential development will have on road infrastructure, evacuation routes, streetscapes, traffic congestion, storm water, open space, natural habitats and the quality of life in this area of Jasper County; and

WHEREAS, in adopting the 2023 Moratorium Ordinance, County Council recognized the work a previously appointed group of stakeholders known as the Broad River Task Force had undertaken to gather information to examine development pressures, opportunities for conservation and environmental protection, and make a report to County Council regarding its recommendations for this area, which report was delivered to County Council in a presentation made on May 1, 2023; and

WHEREAS, the work initially begun by the Broad River Task Force has continued under the program of study and Comprehensive Plan updating commissioned by County Council, who has engaged the planning services of Symbioscity, Inc., to formally bring forward appropriate recommendations and proposed amendments to the Comprehensive Plan and the County Land Development Ordinance specifically related to the area identified in the Moratorium Ordinance as the Euhaw Broad River Planning Area; and

WHEREAS, various state, federal and private land conservation agencies and entities have continued to engage in the consideration of and creation of conservation areas and alternatives to development along the Broad River and its headwaters, including Beaufort County, which recently passed a one-percent sales tax authorizing the acquisition of easements and other interests in environmentally sensitive areas which could include acquisitions in Jasper County; and

WHEREAS, with recent statutory changes, Jasper County now has the ability to consider a similar “County Green Space Sales Tax,” or a dedication of a portion of a Transportation Sales Tax for preservation of land and greenways, and intends to bring forth a referendum for a local option Transportation Sales Tax that includes a greenway component in November of 2024; and

WHEREAS, County Council has engaged the services of TischlerBise, Inc., a firm providing planning services for infrastructure, who has studied the costs of likely development in Jasper County and the infrastructure needs to be addressed, and devised an impact fee schedule for consideration to address these costs of growth; and

WHEREAS, in furtherance of the goals of the moratorium, the County’s planning consultant, Symbioscity, has undertaken a series of meetings as planned, including those with various stakeholders as planned, including those with the Stakeholder Advisory Committee on October 5, 2023, individual stakeholder meetings, sessions with focus groups, and the first community meeting on October 30, 2023; and

WHEREAS, in like manner, County Council has engaged with the County's municipalities regarding anticipated growth, and the need for coordinated planning, including having a joint meeting of the Town of Ridgeland Town Council, the City of Hardeeville's City Council, and Jasper County Council to discuss these matters; and

WHEREAS, in accordance with Section 2 of the Moratorium Ordinance, staff has provided status reports on the progress made completing the studies, analyses and recommendations as provided for in the Moratorium Ordinance in order to determine whether the temporary suspension and moratorium might need to be extended by Ordinance to provide adequate time to complete the studies, analyses and implement any changes to the Comprehensive Plan and zoning/development regulations; and

WHEREAS, the Jasper County Planning Department in consultation with Symbioscity, Inc. has recommended in accordance with Section 2 of the Moratorium Ordinance that County Council consider an extension of the temporary suspension and moratorium so as to provide an expanded schedule of community engagement to gather additional information, incorporate the information provided by Tischler Bise and the joint meeting of Councils, and to complete the studies, analyses and implement any changes to the Comprehensive Plan and zoning/development regulations; and

WHEREAS, as noted in the Moratorium Ordinance, a temporary pause on new commercial and residential development in the areas along the Broad River, Highways 170, 462, Bees Creek Road, and the area known as the Okeetee Club will provide Jasper County Council, County staff, and the public with an opportunity to study the multitude of issues attached to growth and development in the area, update the County Comprehensive Plan Future Land Use Element for this area, and look for improvements to County regulations for adoption that will assist the County in integrating future growth in the area; and

WHEREAS, the citizens of Jasper County will benefit from an extension of the temporary hold on new commercial and residential development in this area for an additional reasonable period of time while the Comprehensive Plan review of the Future Land Use element, new maps and possible regulations are being developed; and

WHEREAS, while the Council initially determined that a period of two hundred seventy (270) days in duration was the minimum reasonable time to undertake the review, study and creation of new regulations as contemplated by the Council, and temporarily halt for such period the acceptance, processing and grant of any approvals, permits or permissions as described in the Moratorium Ordinance, while further recognizing certain exemptions for minor subdivisions and previously vested projects, it also recognized in Section 2 of the Moratorium Ordinance the possibility of an extension being needed to provide adequate time to complete the studies, analyses and implement any changes to the Comprehensive Plan and zoning/development regulations; and

WHEREAS, based upon the foregoing, County Council finds that it would be in the best interests of the County to extend the Moratorium until **July 31, 2024**; and

WHEREAS, Jasper County would continue to urge the local municipalities to cooperate with and support the purposes of this moratorium by not entertaining annexation applications of properties in the Euhaw Broad River Planning Area;

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

1. **Moratorium Extension.** This temporary suspension and moratorium as authorized by Ordinance O-2023-11 is hereby extended in the interest of the health, safety and welfare of the citizens of Jasper County, and shall remain in effect until **July 31, 2024** unless repealed or extended by County Council. During

the temporary suspension and moratorium as extended, staff shall provide status reports on the progress made completing the studies, analyses and recommendations as provided for in the Moratorium Ordinance to implement any changes to the Comprehensive Plan and zoning/development regulations.

2. **Exceptions.** The moratorium exceptions as provided in Ordinance O-2023-11 shall continue to be available during the extended period of the moratorium.
3. **Continuation of Ordinance O-2023-11.** In all other respects, Ordinance O-2023-11 shall continue in full force and effect.
4. **Severability.** 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.
5. This ordinance shall take effect upon approval by Council.

Barbara B. Clark
Vice Chairperson

ATTEST:

Wanda H. Giles
Clerk to Council

ORDINANCE: # O-2024-05

First Reading: 02.26.2024

Public Hearing: 03.04.2024

Second Reading: 03.04.2024

Third Reading: 03.18.2024

Adopted: 03.18.2024

Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



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 the Recommendation of Bid Proposals Robertville Community Center Roof Replacement ph. 2

Meeting Date:	March 18, 2024
Subject:	Recommendation of the bid proposals for Robertville Community Center Roof Replacement Ph. 2
Recommendation:	Council accepts the bid from Alternative Roofing Solutions (ARS), Ridgeland SC, in the amount of \$159,484

Description: Jasper County advertised for sealed bids for the second phase of the roof replacement at Robertville Community Center. The bids were due at 1:00 PM on March 6, 2024. Five bids were received timely, and all met the bid requirements including the provision of a bid bond. ARS was the contractor for the first phase of the Robertville Roof replacement when the portion of the HeadStart facility was replaced. The work was completed in a timely manner, and the quality of work was very satisfactory, and ARS is familiar with the type of roof construction of the building.

Recommendation: Staff recommends that the County Council accept the bid from Alternative Roofing Solutions bid for the Robertville roof replacement phase 2 in the amount of \$159,484, although it is not the lowest bidder, because ARS' previous performance with regard to phase 1 of the same roof was very satisfactory—the service, quality of the work performed, and delivery of the service met and/or exceeded expectations. Additionally, County staff recommends that the Council authorize the County Administrator to enter into an agreement with Alternative Roofing Solutions for the replacement of the roof.

Attachments:

Alternative Roofing Solutions bid
Solid State Construction bid
Nunnery Roofing & Remodeling bid
Exterior Solutions of GA dba Bone-Dry Roofing bid
IES Roofing Services, Inc. bid
Bid Tab Sheet
Invitation to Bid Advertisement
Invitation to Bid



ALTERNATIVE ROOFING SOLUTIONS

Where the solution to your roofing needs is **ARS** to find..

3/6/2024

Jasper County
Attn: Kimberly Burgess
358 3rd Ave, Suite 304
PO BOX 1149
Ridgeland, SC 29936

Proposal- Robertsville Community Center- Phase 2 (Remaining Roof Areas)

Scope: ERC Wind Vented Roof System

1. Removal and complete disposal of existing ballasted stone from entire roof surface.
2. Furnish and install 1/2" Densdeck cover board loose laid over entire roof surface.
3. Furnish and install 60 mil ERC PVC field membrane loose laid over the total roof area, membrane shall be installed in greatest widths possible to minimize field seams. Field sheets will be terminated along the perimeter of roof with air seal tape and inverted termination bar fastened 6" O.C with concrete anchor screws.
4. ERC Wind vents shall be installed per manufacturer's specific design criteria and shall be installed per manufacturer's current details.
5. Furnish and install 60 mil ERC PVC wall and curb flashing membrane fully adhered using manufacturer's approved adhesive.
6. Furnish and install PVC flashings to all roof top equipment and penetrations.
7. Furnish and install perimeter edge metal to match existing from phase 1 install.
8. Upon completion and inspection, the owner shall receive a 2-year contractors' warranty on workmanship and materials.
9. Upon completion and inspection, the owner shall receive a 20-year NDL warranty on workmanship and materials and a 130 MPH wind warranty.
10. The jobsite shall be left in a neat and orderly manner.

Total Investment..... \$159,484.00
One Hundred Fifty Nine Thousand Four Hundred Eighty Four Dollars.....

We appreciate the opportunity to earn your business. We can assure you that quality of work is our primary focus and shall not be compromised on any and all projects.

Highest Regards,



Scott Muller, President
Alternative Roofing Solutions

326 Brown cove Rd. Suite E
Ridgeland, SC 29936
843-645-8377 office
843-415-5875 cell

**Good Business is Good
For Everyone**



PO Box 116
Midway, GA 31320

SC Lic#: G124344;
GA LIC#: GCLT-CO000634

Bid Submission for Solicitation: IVTB #2024-4 RE-BID

Project: REPLACEMENT OF ROOF AREAS—ROBERTSVILLE COMMUNITY CENTER, PHASE 2
Address: 9731 Cotton Hill Road, Robertsville, SC 29934

Date: 5 Mar 2024

Solid State Construction bid submission in the amount of \$145,750

Work to be performed will be as follows:

Removal and complete disposal of existing ballasted stone from the entire roof surface.

Furnish and install ½" Densdeck (or equivalent (if approved)) cover board loose laid over the entire roof surface. Possibly use tapered iso-boards for drainage.

Furnish and install 60 mil (ERC equivalent) PVC field membrane loose laid over the total roof area, the membrane shall be installed in the greatest widths possible to minimize field seams. Field sheets will be terminated along the perimeter of the roof with air seal tape and an inverted termination bar fastened 6" O.C. with concrete anchor screws.

Wind vents shall be installed according to the manufacturer's specific design criteria and shall be installed per the manufacturer's current details.

Furnish and install 60 mils (ERC equivalent) PVC wall and curb flashing membrane fully adhered using manufacturer's approved adhesive. Apply manufacturer approved sealant over joints where the extended wall and roof decking meet (to prevent internal up pressure)

Remove EPDM wall flashing; furnish and install PVC flashings to all rooftop equipment and penetrations. Furnish and install perimeter edge metal to match existing from phase 1 install.

Upon completion and inspection, the owner shall receive a 2-year contractors' warranty on workmanship and materials, and a 20-year NDL warranty on workmanship and materials and a 130 MPH wind warranty.

Signature: _____

A handwritten signature in black ink, appearing to read 'Ajani Azizi', is written over a horizontal line.

Date: _____

6 Mar 2024

Print: Ajani Azizi

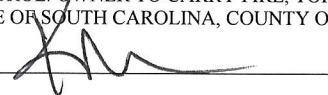
**INSTALL NEW 20 YEAR PVC ROOF SYSTEM AT ROBERTSVILLE COMMUNITY CENTER
 NUNNERY ROOFING & REMODELING
 2938 LAKEVIEW DRIVE SUMTER, SC 29154
 (803) 968-2459 FAX (803) 481-0603 kevin_nunnery@yahoo.com**

PROPOSAL SUBMITTED TO: JASPER COUNTY	PHONE: (843) 368-3194 OLAN ROBERTS	DATE: 3/6/24
STREET: 358 3 rd AVE, SUITE 304	JOB NAME: INSTALL A NEW 20 YEAR .060 MIL PVC ROOF SYSTEM PER MANUFACTURERS SPECS.	
CITY, STATE, and, ZIP CODE: RIDGELAND S.C. 29936	JOB LOCATION: 9731 COTTON HILL ROAD ROBERTSVILLE SC 29934	
S.C.G.C.L. # G-111827 SR-4 IR-4	E-MAIL: oroberts@jaspercountysc.gov	JOB PHONE:

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:
REMOVE EXISTING LOOSE GRAVEL FROM ROOF AREAS AND DISPOSE OF TO REDUCE ROOF WEIGHT PER MANUFACTURERS SPECIFICATIONS.
FURNISH AND INSTALL A FULLY ADHERED .060 PVC ROOF SYSTEM PER MANUFACTURERS SPECS.
NEW PVC ROOF SYSTEM TO BE INSTALLED OVER A FULLY ADHERED 1/2" HIGH DENSITY ROOF RECOVER BOARD.
FLASH ALL PERIMETERS, AND PENETRATIONS PER MANUFACTURERS SPECIFICATIONS.
FURNISH LICENSE, PERMITS, DISPOSAL FEES, P& P BONDS, WORKERS COMP AND GENRAL LIABILITY INSURANCE.
CLEAN AND PROTECT GROUNDS AT ALL TIMES, ALL DEBRI REMOVED WILL BE DISPOSED OF IN A LEGAL MANNER.
INSTALL PRE FINISHED COPING CAP, INSTALL COUNTER FLASHINGS, PERIMETER METAL, PERIMETER METAL OVER FLOW SCUPPERS, AND HVAC PITCH PANS.
FURNISH A FIVE YEAR WORKMANSHIP WARRANTY AND A 20 YEAR MANUFCTURERS NDL WARRANTY.
ALL WORK TO BE IN ACCORDANCE WITH ROOF MANUFACTURERS SPECIFICATION, IN ACCORDANCE WITH S.C. BUILDING CODES AND OSHA SAFTEY REGULATIONS.

TOTAL BID FOR NEW PVC ROOF SYSTEM AND WARRANTIES PER BID ADVERTISEMENT: ONE HUNDRED EIGHTY NINE THOUSAND FOUR HUNDRED FORTY DOLLARS -----\$189,440.00
PAYMENT TO BE MADE AS FOLLOWS: TO BE DISCUSSED WITH JASPER COUNTY

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE, TORNADO AND OTHER NECESSARY INSURANCE. THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION IN THE STATE OF SOUTH CAROLINA, COUNTY OF SUMTER.

AUTHORIZED SIGNATURE  _____

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 60 DAYS.

ACCEPTANCE OF PROPOSAL- THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED.

DATE OF ACCEPTANCE: _____ SIGNATURE _____

SIGNATURE _____



March 6th, 2024

Via VendorRegistry.com

Kimberly Burgess, Director of Administrative Services Division
Jasper County
Clementa C. Pinckney Government Building
358 3rd Avenue, Suite 304
Ridgeland, SC 29936

RE: Proposal for Roofing Construction Services
IVTB #2024-4 (Re-Bid)
Robertsville Community Center

Kimberly,

Bone Dry Roofing offers the following proposal for your consideration:

SCOPE:

- Setup safety per OSHA standards.
- Provide hoisting for material and equipment.
- Removal and complete disposal of existing ballasted stone from the entire roof surface.
- Furnish and install ½" cover board loose laid over the entire roof surface.
- Furnish and install 60 mil ERC PVC field membrane loose laid over the total roof area, the membrane shall be installed in the greatest widths possible to minimize field seams. Field sheets will be terminated along the perimeter of the roof with air seal tape and an inverted termination bar fastened 6" O.C. with concrete anchor screws.
- ERC Wind vents shall be installed according to the manufacturer's specific design criteria and shall be installed per the manufacturer's current details.
- Furnish and install 60 mil ERC PVC wall and curb flashing membrane fully adhered using manufacturer's approved adhesive.
- Furnish and install PVC flashings to all rooftop equipment and penetrations.
- Furnish and install perimeter edge metal.
- Upon completion and inspection, the owner shall receive a 2-year contractor warranty on workmanship and materials.
- Upon completion and inspection, the owner shall receive a 20-year NDL warranty on workmanship and materials and a 130 MPH wind warranty.
- The job site shall be left in a neat and orderly manner.

Bone Dry Roofing Company will perform the above-described scope of work for the sum of: **Two Hundred Thirty-Two Thousand Four Hundred Sixty-Eight Dollars [\$232,468.00]**.

UNIT COST: Replacing wood Nailer: \$6.00 / linear ft.

Bone Dry Roofing Company
7271 Spa Rd. | North Charleston, SC 29418
843-282-7865
1-855-BONE DRY | www.bonedryroofing.net

EXCLUDES:

- Cost to raise any mechanical equipment if needed.

PLEASE NOTE:

- The construction industry is currently experiencing shortages and delays in obtaining construction materials such that reliable assurance of material availability, timely delivery and firm pricing of materials cannot be obtained. The parties acknowledge that some of the materials and products to be used and installed in the construction of the Project may become unavailable, delayed in shipment and/or subject to price increases due to circumstances beyond the control of the Contractor. If a specified product is unavailable or shipment is delayed, Contractor shall provide written notice to Owner and shall be afforded additional time and substitute products may be considered. If there is an increase in price of materials, equipment, or products between the date of this Agreement and the time when the Project is ready for installation of the affected material, the Contract Sum shall be increased to reflect the additional cost to obtain the materials, provided that the Contractor provides written notice and documentation of the increased costs.

Thank you for the opportunity to work with you on this project. If you have any questions or comments, please do not hesitate to call.

Respectfully submitted,



Trent Mohney
Bone Dry Roofing Company
843.901.9734

Approved By: _____

Date: _____



Re-ROOF PROPOSAL

CONTRACTUAL AGREEMENT

AGREEMENT made this 3/6/2024 by and between IES ROOFING SERVICES INC Company, hereinafter called the "CONTRACTOR", and Jasper County hereinafter called the "OWNER".

9731 Cotton Hill Road
Robertsville, SC 29934
(Approximately 13,000 sq.ft)

- 1. Perform pre-construction meeting with onsite and management personnel to discuss set up, staging area for equipment and loading of the roof, appropriate work hours, safety and production projections.
- 2. Set up equipment, materials, safety lines at all roof perimeters and ground loading/dumpster area as needed.
- 3. Remove current roofing system down to decking material and inspect for damage.
- 4. Repair decking as needed. (to be billed separately.)
- 5. Install 3.5 inch iso cover board
- 6. Provide and install a **Wind Vented Sika PVC** roof system as per manufacturer specifications
- 7. Install fully adhered covers for pipe and conduit penetrations if any.
- 8. Install necessary slip flashing where needed.
- 9. Provide and install new 24 ga fabricated cap along parapet walls.
- 10. Install new PVC slip sheets under all the necessary curbing or stands.
- 11. Remove all roofing construction debris from the site.
- 12. Provide Two-year IES ROOFING SERVICES INC warranty.
- 13. Provide 20 year Sika Warranty with 120 MPH wind rider

Base Price for above work scope.....\$256,765.00

- Unit Prices:
Concrete Decking Repair - Add \$20 Per SQF
Rebuild Parapet Wall – Add \$120 Per LF
Metal Decking Repair – Add \$20 per SQF
Add Gutters and Downspouts – Add \$20 per LF
Repair/Replace/Install Wood Block Nailers – Add \$10 Per LF



ROOF TOP EQUIPMENT

Mechanical equipment / penetrations that will need to be raised, shifted or moved to allow the installation of the new roof system shall be the sole responsibility of the owner. The owner and/or tenants shall be responsible for all work associated and the cost thereof including but not limited to disconnects, reconnects, and/or recalibrations. The contractor will coordinate all work with owners and/or tenants as required. Contractor is not responsible for the watertight integrity of the any skylights, once the original watertight integrity of the skylight has been disturbed.

SCHEDULE

The standard operating procedure for project start is within (6) weeks of contract approval and signature by Owner. Other scheduling arrangements will be considered on a case-by-case basis.

WEATHER CONDITIONS

Inclement weather such as high winds (exceeding 20 MPH), snow or ice accumulations, and or rainfall will negatively effect production. The owner may at their option elect to pay extra labor charges at per hour for dealing with such conditions. IES ROOFING SERVICES INC Company Inc. will not remove excessive accumulations of water, snow, or ice unless so directed by the owner. IES ROOFING SERVICES INC Company Inc. will not incur additional labor to fight high winds as described above.

MOLD DISCLAIMER, RELEASE AND WAIVER

We, the contractor, will not be held responsible for any damages caused by mold or some other agent that may be associated with our construction and or pre-existing conditions. Owner hereby releases Contractor from all claims losses damages risks or causes of action ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from Contractor's services which result in any damages or injuries or claims either to property or person caused by mold or mold related issues. Owner expressly intends and agrees to indemnify, reimburse and hold harmless Contractor with respect to any and all claims for injury or death to any person or injury to any property arising out of, directly or indirectly, from any and all mold and claims resulting from the Contractor's services, even if caused by the actions or inaction of the Contractor.

STANDING WATER DISCLAIMER

Standing water is typical in roofing situations where 100% positive drainage and slope does not exist. Most manufacturer's warranties do not exclude standing water. Added drainage and or total positive drainage is recommended. IES ROOFING SERVICES INC Company is not responsible for providing 100% positive drainage. If tapered insulation is required and not included in scope this will incur an additional charge.

POSITIVE OR NEGATIVE BUILDING PRESSURES

We, the contractor, will not and can not be responsible for any damages caused by positive or negative internal building pressures that may be associated with our construction and or pre-existing conditions. Owner hereby releases Contractor from all claims losses damages risks or causes of action ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from Contractor's services which result in any damages or injuries or claims either to property or person caused by pressure related issues. Owner expressly intends and agrees to indemnify, reimburse and hold harmless Contractor with respect to any and all claims for injury or death to any person or injury to any property arising out of, directly or indirectly, from any and all mold and claims resulting from the Contractor's services, even if caused by the actions or inaction of the Contractor.

UN-FORESEEN ELECTRICAL MECHANICAL OR WATER LINES

We, the contractor, will not and can not be responsible for any damages caused by mechanical fasteners penetrating existing electrical lines that can not be seen or are installed against the existing deck. Owner hereby releases Contractor from all claims losses damages risks or causes of action ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from Contractor's services which result in any damages or injuries or claims either to property or person caused by mold or mold related issues. Owner expressly intends and agrees to indemnify, reimburse and hold harmless Contractor with respect to any and all claims for injury or death to any person or injury to any property arising out of, directly or indirectly, from any and all mold and claims resulting from the Contractor's services, even if caused by the actions or inaction of the Contractor.

ASBESTOS AND LEAD CONTAINING MATERIALS DISCLAIMER, RELEASE AND WAIVER

We, the contractor, will not be held responsible for any damages caused by asbestos or some other agent that may be associated with our construction and or pre-existing conditions. Owner hereby releases Contractor from all claims losses damages risks or causes of action ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from Contractor's services which result in any damages or injuries or claims either to property or person caused by Asbestos and or Lead related issues. Owner expressly intends and agrees to indemnify, reimburse and hold harmless Contractor with respect to any and all claims for injury or death to any person or injury to any property arising out of, directly or indirectly, from any and all Asbestos and or Lead claims resulting from the Contractor's services, even if caused by the actions or inaction of the Contractor. All new materials shall be free of lead and asbestos.



TERMS OF PAYMENT

Owner agrees to pay Contractor 50% (\$20,836) upon acceptance of contract, and remainder due upon final completion. Finance charges at an 18% annual percentage or .05% per day plus reasonable attorney charges will apply should terms not be followed.

CONTRACT ACCEPTANCE

The above prices, terms, specifications, and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above.

The Owner confirms that by signing this agreement, no existing contract / warranty to which the customer is a party is, or will be, breached. This agreement is not binding on IES ROOFING SERVICES INC until executed by an authorized officer of IES ROOFING SERVICES INC.

The above contract may be withdrawn by Contractor if not accepted within 30 days of the Contractor's signing date.

CONTRACTOR:
IES ROOFING SERVICES INC
1336 White Horse Rd
Greenville, SC 29605

Signature: _____

Name & Title:

Date:

Owner: Carolina Precision Switchgear _____

Address: 1032 Central Drive NW Suite C _____

Signature: _____

Name & Title: Brad Weaver - Owner _____

Date: _____

Billing Instructions Must Be Filled Out: (please indicate your choice below)

Bill To Owner

Bill To Other

Name Address Phone Number

Special Instructions



Jasper County Bid Sheet

Replacement of Roof Areas
 Robertville Community Center
 3/6/2024 IPM

Company Name	Address	Amount of Bid	Remarks/Total
ARS Alternative	326 Brown Cove Rd, S.E. Ridgeland, SC 29936	\$159,484.00	
Solid State Construction	P.O. Box 116 Midway, GA 31320	\$145,750.00	
Exterior Solutions of GA DBA Bone-Dry Roofing Company	7271 Spa Rd. N. Charleston, SC 29418	\$232,468.00	
IE's Roofing Services, Inc.	1336 White Horse Rd. Greenville, SC 29605	\$256,765.00	
Nunnery Roofing & Remodeling	2938 Lakeview Dr. Sumter, SC 29154	\$189,440.00	

From: [South Carolina Business Opportunities](#)
To: [Kimberly Burgess](#)
Subject: SCBO Advertisement Submission
Date: Friday, February 16, 2024 4:31:07 PM

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

NOTICE:

Please plan accordingly for Presidents' Day closings in State Government. Advertisements and advertiser registrations will not be processed on Monday, January 19.

class="pf0">

Your SCBO advertisement (**AD# 46671**) has been submitted and will be reviewed by a member of our staff prior to publication. Please retain a copy of this email to serve as a receipt of your ad submission.

Please note that ads submitted after 12:00 pm may not be reviewed/published until the next business day.

The information you submitted for the advertisement is included below:

Category: Construction

Advertisement Date: Fri, 02/16/2024 - 00:00

Project Name: Replacement of Roof Areas-Robertsville Community Center, Phase 2 RE-BID

Project Number: IVTB #2024-4 RE-BID

Project Location: Robertsville, SC

Description of Project/Services:

Jasper County will receive sealed bids for the replacement of roof areas at the Robertsville Community Center, 9731 Cotton Hill Rd., Robertsville, SC 29934. Information may be found under "What's New", "Bids * Solicitations", at www.jaspercountysc.gov.

Bid/Submittal Due Date: Wed, 03/06/2024 - 13:00

Number of Bid/Submittal Copies: Three

Construction Cost Range:

Project Delivery Method: Other

Agency Project Coordinator: Olan Roberts

Email: oroberts@jaspercountysc.gov

Telephone: (843) 368-3194

Project Details: <http://www.jaspercountysc.gov>

Ad Creation Date: Fri, 02/16/2024 - 16:31



**JASPER COUNTY
IVTB #2024-4 (RE-BID)
NOTICE TO BIDDERS**

Notice is hereby given that sealed bids will be received for the REPLACEMENT OF ROOF AREAS—ROBERTSVILLE COMMUNITY CENTER, PHASE 2, 9731 Cotton Hill Road, Robertsville, SC 29934 by Jasper County, South Carolina, until 1:00 p.m., March 6, 2024, at which time all bids received will be opened. Bids may be submitted electronically through the County’s Vendor Registry webpage or may be received by the Director of Administrative Services Division (Director) at the Jasper County Government Building, 358 3rd Avenue, Post Office Box 1149, Ridgeland, South Carolina 29936 prior to the time bids are to be opened. Hardcopy bids delivered within the 30-minute period immediately preceding bid opening (as described above) must be hand-delivered to the Director’s Office in the Clementa C. Pinckney Government Building. Hardcopy bids should be delivered to the following address:

Kimberly Burgess, Director of Administrative Services Division
Jasper County
Clementa C. Pinckney Government Building
358 3rd Avenue, Suite 304
P.O. Box 1149
Ridgeland, SC 29936

A link to the County’s Vendor Registry webpage may be found under “What’s New”, “Bids & Solicitations”, on the County’s website at www.jaspercountysc.gov. All bids delivered should clearly indicate **IVTB #2024-4 (RE-BID)** on the exterior of the envelope. Any bids submitted or delivered after the above stated date and time will not be accepted under any circumstances.

Bid opening will take place in the Jasper County Council Chambers at the address below:

**Clementa C. Pinckney Government Building
358 3rd Avenue
Ridgeland, South Carolina 29936**

Bidders should direct any questions to Olan Roberts, Building Maintenance Mgr., at oroberts@jaspercountysc.gov or (843) 368-3194.

Scope of Work:

Jasper County is seeking bids for the removal and complete disposal of the existing ballasted stone from the entire roof surface and the replacement of the roof at Robertsville Community Center, 9731 Cotton Hill Road, Robertsville, SC 29934 as follows:

1. Removal and complete disposal of existing ballasted stone from the entire roof surface.
2. Furnish and install ½” Densdeck cover board loose laid over the entire roof surface.
3. Furnish and install 60 mil ERC PVC field membrane loose laid over the total roof area, the membrane shall be installed in the greatest widths possible to minimize field seams. Field sheets will be terminated along the perimeter of the roof with air seal tape and an inverted termination bar fastened 6” O.C. with concrete anchor screws.
4. ERC Wind vents shall be installed according to the manufacturer’s specific design criteria and shall be installed per the manufacturer’s current details.
5. Furnish and install 60 mils ERC PVC wall and curb flashing membrane fully adhered using manufacturer’s approved adhesive.



**JASPER COUNTY
IVTB #2024-4 (RE-BID)
NOTICE TO BIDDERS**

6. Furnish and install PVC flashings to all rooftop equipment and penetrations.
7. Furnish and install perimeter edge metal to match existing from phase 1 install.
8. Upon completion and inspection, the owner shall receive a 2-year contractors' warranty on workmanship and materials.
9. Upon completion and inspection, the owner shall receive a 20-year NDL warranty on workmanship and materials and a 130 MPH wind warranty.
10. The job site shall be left in a neat and orderly manner.

Bid Requirements:

Bids should be placed on company letterhead or on a document which provides Bidder name, address, phone number and other pertinent contact information. The successful Bidder will be required to furnish a W-9 and a certificate of insurance with evidence of liability and workers compensation coverage.

Bid security shall be required and shall be an amount equal to at least five percent of the amount of the bid. The successful bidder will be required to furnish the Owner a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price (if the contract price is greater than \$50,000.)

No bid will be considered unless the bidder is legally qualified under the provisions of the South Carolina Contractor's Licensing Law. By submitting a bid, the Bidder is certifying that it has independently determined that its licensure is adequate to authorize it to submit the bid. The successful Bidder must possess or obtain a Jasper County business license.

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening. The County of Jasper (Owner) reserves the right to cancel this solicitation or reject all bids or proposals, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

Insurance Requirements:

1. Workers' Compensation - The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the OWNER and its agents, employees, and officials.
2. Commercial General Liability - The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be no less than \$1,000,000.00, per occurrence, with a \$2,000,000.00 aggregate.
3. Business Automobile Liability - The vendor shall provide coverage for all owned, nonowner and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.



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 Appointment of Jasper County Accommodations Tax Advisory Committee For Fiscal Year 2024 - 2025

Meeting Date:	March 18, 2024
Subject:	Presentation of the slate of volunteers who have agreed to participate in the accommodations tax disbursement process has a member of the Jasper County Accommodations Tax Advisory Committee.
Recommendation:	Staff recommends that the Council accept the slate of volunteers to serve as members of the Jasper County Accommodations Tax Advisory Committee for the FY 24 – 25.

Description: The following is from the South Carolina Code of Laws Title 6- Local Government—Provisions Applicable to Special Purpose Districts and Other Political Subdivisions.

SECTION 6-4-25. Advisory Committee; guidelines for expenditures; annual reports; reports to Accommodations Tax Oversight Committee.

(A) A municipality or county receiving more than fifty thousand dollars in revenue from the accommodations tax in county areas collecting more than fifty thousand dollars shall appoint an advisory committee to make recommendations on the expenditure of revenue generated from the accommodations tax. The advisory committee consists of seven members with a majority being selected from the hospitality industry of the municipality or county receiving the revenue. At least two of the hospitality industry members must be from the lodging industry where applicable. One member shall represent the cultural organizations of the municipality or county receiving the revenue. For county advisory committees, members shall represent the geographic area where the majority of the revenue is derived. However, if a county which receives more in distributions of accommodations taxes than it collects in accommodations taxes, the membership of its advisory committee must be representative of all areas of the county with a majority of the membership coming from no one area.

(B) A municipality or county and its advisory committee shall adopt guidelines to fit the needs and time schedules of the area. The guidelines must include the requirements for applications for funds from the special fund used for tourism-related expenditures. A recipient's application must be reviewed by an advisory committee before it receives funds from a county or municipality.

(C) Advisory committees shall submit written recommendations to a municipality or county at least once annually. The recommendations must be considered by the municipality or county in conjunction with the requirements of this chapter.

The list of volunteers who have agreed to serve on the Jasper County Accommodations Tax Advisory Committee for Fiscal Year 24-25 are as follows:

Name	Business and Location
Bonnie Bennett	Congaree Golf Partners, Ridgeland, SC
Claude Dinkins	Point South Partners, Ridgeland, SC
JoAnne Feely	Pistol Jo's Cherry Point BBQ, Ridgeland, SC
Mauricio Llambias	Goal Soccer, LLC, Ridgeland, SC
Kendall Malphrus	Jasper County Chamber of Commerce, Ridgeland, SC
William "Bill" Olendorf	Point South KOA Campground, Yemassee, SC
Chetan Patel	Red Roof Inn, Yemassee, SC

Recommendation: Staff recommends that the Council accept the slate of volunteers to serve as members of the Jasper County Accommodations Tax Advisory Committee for the FY 24-25.